BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA
October 28, 2025
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Renninger

PLEDGE

Trentin Davis, AWF1, USN (Ret.)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

PROCLAMATIONS/RESOLUTIONS

1. Veterans Day (November 11, 2025)
2. National Epilepsy Awareness Month (November 2025)

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

3. Board of County Commissioners Meeting Minutes October 14, 2025.

PUBLIC COMMENTS

CONSENT AGENDA

4. Finance Business

   The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
5. 2026 Holiday Schedule (J. Leighton)

6. Motorola Solutions Customer Upgrade and Purchase Agreement (D. Hane)

   Approval of Motorola Solutions Customer Upgrade and Purchase Agreement related to the County's Radio System in the amount of $1,468,328.00. Equipment List and Schedule are included in the Agreement.

7. Agreement with St. Johns Housing Partnership for SHIP Inspection Services (T. Sumner)

   Approval of the Agreement with St. Johns Housing Partnership for State Housing Initiative Partnership (SHIP) rehabilitation and new construction Inspection Services at the rates provided for in Attachment B. The term of the Agreement is three (3) years.

8. Second Renewal to Agreements for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation Projects (J. Pierce)

   Approval of the Second Renewal of the following Agreements for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation projects for an additional one-year term commencing on November 9, 2025 through November 8, 2026:
   A) Chen Moore and Associates, Inc. Agreement No. 2022/2023-31
   B) Bhide & Hall Architects, P.A. Agreement No. 2022/2023-32
   C) GAI Consultants, Inc. Agreement No. 2022/2023-33
   The hourly rates of Bhide & Hall Architects, P.A. and GAI Consultants, Inc. remain the same as in the original agreements. Chen Moore has requested a rate increase consistent with prevailing industry standard rates.
   Funding Source:
   Various

9. Approval of Mobility Fee Credit Agreement between Governors Park Property Holdings, LLC and Clay County (C. Grimm)

10. Resolution Authorizing the Entry Into and Execution of a Grant Agreement Between the Florida Department of Environmental Protection and Clay County for the Development of Moccasin Slough (M. Covey)

    Approval of Resolution authorizing entry into a $700,000 grant agreement with the Florida Department of Environmental Protection to develop the Moccasin Slough Boardwalk.

11. Approval of Resolution, pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt certain property under Section 196.1978(3)(d)1.a., Florida Statutes ("Live Local Act Property Tax Exemption") (C. Grimm)

DISCUSSION/UPDATES

12. Strategic Plan Quarterly Update (L. Christmas)

NEW BUSINESS

13. Bid No.24/25-115, Fire Station No. 24 Site Clearing Services (K. Smith)

    Approval to post Notice of Intent to Award Bid No. 24/25-115, Fire Station No. 24 Site Clearing Services, to Conner Construction and Demolition. Contractor will provide Base Bid services if tortoises have already been relocated prior to site clearing or Alternate Bid services if tortoises remain on site during site clearing. Maximum award amount is $60,000. Gopher tortoise relocation efforts will be provided by another Contractor and is subject to weather and permitting requirements.

    Funding Source:
    Capital Improvement Plan (CIP) Projects Fund - Non-Capital Improvement Element - Fire Station 24 - Virginia Village - Buildings

14. Bid No. 24/25-111, Security Gate and Card Readers for the Clay County Jail (K. Smith)

    Approval to post Notice of Intent to Award Bid No. 24/25-111, Security Gate and Card Readers for the Clay County Jail to Miller Electric Company in the amount of $54,991.12. Approval of award will be effective after the 72-hour protest period has expired.

    Funding Source:
    Sheriff Countywide Fund - Buildings-Jail/Law Enforcement - Infrastructure

15. Request for Prospective Buyer Lien Reduction for Vilson Gjuraj (C. Stewart)

    Property Address: 5207 Sweat Road, Green Cove Springs, FL 32043

16. New site update for Public Safety Training Facility (C. Josi)

    Discussion and update on Public Safety Fire Training Facility, regarding a new site for the building due to challenges with the previous identified site located at Camp Blanding.

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

17. Final Public Hearing to consider ZON 25-0026. (District 4, Comm. Condon) (J. Bryla)

    This application is an Administrative Rezoning request to rezone six properties from Agricultural (AG) to Agricultural Residential (AR).

18. Final Public Hearing to consider PUD 25-0006. (District 1, Comm. Sgromolo) (J. Bryla)

    This application is a request to rezone 10 parcels of land from Single-

Family Residential District (RE) to Planned Unit Development (PUD) and portions of two parcels from Agricultural Residential District (AR) and Single-Family Residential District (RE) to Planned Unit Development (PUD)

19. Final Public Hearing to amend Ord. 2024-48 (Forests and Farms Program) (D. Selig)

    This amendment to Ordinance 2024-48 will create “Division 6 - Forests and Farms Conservation Lands Program Trust Fund” which defines the collection, handling and use of funds for the purposes of the Forest and Farms Conservation Lands Program.

LETTERS FOR ACTION

20. Discussion of Appointments to the Middleburg/Clay Hill Citizens Advisory Committee

    Applications for re-appointment to the Middleburg/Clay Hill CAC were received from:

    - Paula Cloud
    - Karen Johns
    - Belinda Johnson
    - Erin Sayer
    - Edward Wallace

    Applications for individuals seeking appointment were received from:

    - David Hough

21. Tourist Development Council Appointment of Cheryl Starnes (T. Meyer)

    The City of Green Cove Springs has the rotating Elected Official seat on the Tourist Development Council from 2025 - 2029. The City of Green Cove Springs is requesting that Cheryl Starnes serve on behalf of the City Council to replace Mr. Thomas Smith.

LETTERS OF DOCUMENTATION

22. Bid Opening Tabulations (K. Smith)

    Bid Opening Tabulation for October 10, 2025:
    A. Bid No. 24/25-115, Fire Station No. 24 Site Clearing Services

    Bid Opening Tabulation for October 14, 2025:
    A. Bid No. 24/25-111, Security Gate and Card Readers for the Clay County Jail

PUBLIC COMMENTS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

COMMISSIONERS' COMMENTS

In accordance with the Americans with Disabilities Act, any person needing accommodations to participate in this matter should contact Clay County Risk Management by mail at P.O. Box 1366, Green Cove Springs, Florida 32043, or by telephone at (904) 679-8596, no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Deaf and hard-of-hearing persons can access the telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/21/2025 - 12:34 PM	Item Pushed to Agenda

Agenda Item
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Agenda Item
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Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: DATE:

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SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	2025 Veterans Day proclamation	Cover Memo	10/23/2025	2025_Veterans_Day_proclamation_ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	10/21/2025 - 12:35 PM	Item Pushed to Agenda

WHEREAS, in 1954, President Dwight D. Eisenhower called upon all Americans to observe November 11 as Veterans Day, urging the Nation to "solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom," and to renew our commitment to the cause of lasting peace, ensuring that their sacrifices were not in vain; and

WHEREAS, we can never fully repay the debt of gratitude we owe to the courageous men and women who served in the United States Armed Forces—those who were wounded in service, and those who gave their lives in defense of our freedoms; and

WHEREAS, Veterans Day serves as a solemn reminder of our duty to care for and support our veterans, just as they have selflessly served and protected us. It is a time to honor their enduring legacy of service, sacrifice, and patriotism; and

WHEREAS, Clay County proudly stands with our veterans and veterans' organizations, and encourages all residents to show their support through donations, volunteer efforts, and participation in local Veterans Day events to honor the service and sacrifices of our Nation's heroes.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Clay County, Florida, does hereby recognize and honor the bravery, dedication, and service of all United States veterans. On this day, and every day, we express our deepest gratitude to these patriots for their unwavering commitment to our country and the freedoms we hold dear.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 28th day of October 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, October 28 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	2025 National Epilepsy Awareness Month proclamation	Cover Memo	10/23/2025	2025_National_Epilepsy_Awareness_Month_proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	10/21/2025 - 12:35 PM	Item Pushed to Agenda

WHEREAS, epilepsy is a neurological disorder that affects one in every 26 people at some point in their lives, regardless of age, race, or gender; and

WHEREAS, more than 3.4 million Americans, including over 500,000 residents of Florida, are currently living with epilepsy; and

WHEREAS, epilepsy is characterized by recurrent seizures, and its impact extends beyond the individual, affecting families, caregivers, and communities in profound and lasting ways; and

WHEREAS, the challenges of living with epilepsy are significant, but support is available. Epilepsy Alliance Florida (EAFLA) plays a vital role by offering critical services such as education, advocacy, medical support, and counseling to individuals and families affected by epilepsy; and

WHEREAS, during National Epilepsy Awareness Month, Clay County proudly stands with communities across Florida and the United States to raise awareness, promote understanding, and eliminate the stigma surrounding epilepsy.

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

EPILEPSY AWARENESS MONTH IN CLAY COUNTY

and encourages all citizens to join in supporting those affected by epilepsy and in advancing public understanding of this condition.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 28th day of October 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
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ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Board of County Commissioners Meeting Minutes October 14, 2025.	Backup Material	10/21/2025	Board_of_County_Commissioners_Meeting_Minutes_October_14__2025.ADA_aw.pdf
	Attachment "A" Pet Adoptions	Backup Material	10/21/2025	Attachment_A_Pet_Adoptions.ADA_aw.pdf
	Attachment "B" Wilford Preserve CDD	Backup Material	10/21/2025	Attachment_B_Wilford_Preserve_CDD.ADA_aw.pdf
	Attachment "C" ZON-25-0026	Backup Material	10/21/2025	Attachment_C_ZON-25-0026.ADA_aw.pdf
	Attachment "D" Stormwater Master Plan Study	Backup Material	10/21/2025	Attachment_D_Stormwater_Master_Plan_Study.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/21/2025 - 12:35 PM	Item Pushed to Agenda

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
October 14, 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

Retired US Army Chief Warrant Officer 3 Nicholas Padilla Jr. led the Pledge of Allegiance.

Warrant Officer Nicholas Padilla honorably served in the United States Army for over 20 years and retired in 2000. He led a distinguished career that included assignments around the country and overseas. During his service, he held key positions, including Special Agent in Charge of Close-In Executive Protection Operations for Joint Chiefs of Staff General Colin Powell and Vice President Dick Cheney. Warrant Officer Padilla's exemplary military career earned him numerous honors. Today, he lives in Orange Park and continues his commitment to serve as a volunteer Executive Pastor at Love Alive Church.

Warrant Officer Padilla thanked the Board for the invitation to lead the Pledge of Allegiance, briefly spoke about retiring from the military and moving to Orange Park, being the Executive Pastor of Love Alive Church, and extended an invitation to the Board to join in the Prayer Walk on January 24, 2026.

CALL TO ORDER

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

ROLL CALL

Present: Commissioner District 4 Betsy Condon, Chairman
Commissioner District 5 Dr. Kristen T. Burke, Vice-Chairman
Commissioner District 1 John Sgromolo
Commissioner District 2 Alexandra Compere
Commissioner District 3 Jim Renninger

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

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint on pets available for adoption: King Size Snickers Bar (cat), Dax (dog), Laurie (cat), and Twizzler (dog). Want to see who's available? Head over to our website to meet our adorable crew looking for their forever home, or contact clayadoptions@claycountygov.com or call (904) 269-6342. If you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list. We always need items for our foster kittens and shelter animals. See Attachment A.

PROCLAMATIONS/RESOLUTIONS

1. Domestic Violence Awareness Month (October 2025)

Item One (1) can be seen at www.claycountygov.com/government/clay-county-tv-and-video archive/BCC Agenda/October 14, 2025, beginning at 7:23 and ending at 13:45. Below is a summary of the discussion and vote for this agenda item.

Chairman Betsy Condon said we have representatives from Quigley House – Clay County's only domestic violence and sexual assault center, and from the Clay County Clerk of Court and Comptroller's Office.

Present for the Proclamation:

Quigley House:

- Julia Edwards - CEO - Quigley House
- Cody Monroe - Member
- Laura Christmas - Member
- Ben Tobias - Member
- Jackie Krug - Development Director
- Christina Kelley - Housing and Outreach Advocate
- Megan Ball - Sexual Assault Services Coordinator
- Mike Howle - Community Relations

Clay County Clerk and Comptrollers Office:

- Tracie McRae - Chief Operations Officer
- Amie Herrera - Civil Department - Manager
- Becky Crews - Civil Department - Supervisor
- Chelsea Mason - Deputy Clerk

Commissioner John Sgromolo read the Proclamation for Domestic Violence Awareness Month - October 2025.

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

Ms. Edwards spoke about the importance of Domestic Violence Month, the services provided, and thanked the Board for the Proclamation.

Ms. McRae spoke about the services provided at the Clay County Clerk and Comptroller's Office and the Civil Department that works with individuals to file injunctions and restraining orders, and thanked all partners and the Board for their support.

2. GFWC International Day of Service

Item Two (2) can be seen at www.claycountygov.com/government/clay-county-tv-and-video archive/BCC Agenda/October 14, 2025, beginning at 14:14 and ending at 20:45. Below is a summary of the discussion and vote for this agenda item.

Chairman Betsy Condon said our next Proclamation recognizes the Village Improvement Association – Federated Women's Club of Green Cove Springs – for its International Day of Service, dedicated to ending domestic and sexual violence and human trafficking in Clay County. Representatives from local law enforcement - the State Attorney's Office, the local Judiciary, and community organizations—all of whom were vital to the success of this effort.

Present for the Proclamation:

- Village Improvement Association:
  - Larrianne Stutts - VIA President
  - Janey Fox - VIA Board Member
  - Terry Abbot - Board Member
- Friends of Augusta Savage Art and Community Center:
  - Carolyn Hines-Clarkson
  - Latoya Glenn
  - Rosa Heinizch
  - Doris Jordan
  - Deborah Lewis
  - Tammy McDaniel Rowson
  - Velma Ziegler
  - Henrietta Davis-Francis
- Green Cove Springs Police Department:
  - Chief Shawn Hines
  - Commander Barb Luedtke

Vice-Chairman Kristen Burke read the Proclamation for GFWC International Day of Service.

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

Ms. Stutts thanked several agencies and individuals for their support and for being instrumental in the success of the program, including the Board for the Proclamation.

Ms. Davis-Francis expressed her appreciation for being able to partner in this effort and raise awareness among others.

3. World Polio Day (October 24, 2025)

Item Three (3) can be seen at www.claycountygov.com/government/clay-county-tv-and-video archive/BCC Agenda/October 14, 2025, beginning at 21:14 and ending at 28:25. Below is a summary of the discussion and vote for this agenda item.

Chairman Betsy Condon said our third proclamation recognizes World Polio Day, which will be observed on October 24, 2025. We have representatives from our local Rotary International clubs here to help us mark the occasion with a proclamation.

Present for the Proclamation:

- Dale Moe - District Governor
- Jacki Hale - President of Rotary Club Orange Park-Sunset
- Anna Barbari - Vice-President Green Cove Springs
- Paul Goodier - Orange Park Sunrise
- Howard "Bo" Norton - Rotary Club of Orange Park
- Mary Virginia Fisher - Secretary Orange Park Noon Club
- Duane Mallicoat - Orange Park Sunrise

Commissioner Jim Renninger read the Proclamation for World Polio Day - October 24, 2025.

Commissioner John Sgromolo made a motion for approval of the Proclamation, seconded by Vice-Chairman Kristen Burke, which carried 5-0.

Mr. Moe spoke about the importance of eradicating Polio and removing debilitating diseases and how far treatment has come over the years. Mr. Moe also thanked the Board for the Proclamation.

DECLARATIONS

4. Breast Cancer Awareness Month (October 2025)

Chairman Betsy Condon mentioned that there is a Declaration on today's agenda recognizing October as Breast Cancer Awareness Month to promote awareness, screening, and prevention of the disease. We encourage you to read the Declaration attached to today's agenda and to get regular screening to protect yourself from breast cancer.

5. National Cybersecurity Awareness Month (October 2025)

Chairman Betsy Condon said that Cybersecurity Awareness Month is also recognized in October to highlight the critical importance of taking action to reduce cybersecurity risks. Please read the Declaration attached to today's agenda to learn more about this important initiative.

PRESENTATIONS

Florida Forest Service Annual Clay County Commissioners Reports (Carlton Scott/Dave Sechrist)

FFS can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 30:05 and ending at 44:12. Below is a summary of the discussion.

Carlton Scott - Senior Forester and Dave Sechrist - Forest Area Supervisor, Florida Forester Services - Clay County addressed the Board to provide the details and information regarding the annual report for the Florida Forest Service.

There were questions and discussions regarding coordinating partners if there are any issues to address, reporting illegal burns, risk management, burn authorizations, deployments, and the importance of the Florida Forestry.

The Board commended the Forestry Department for all they do.

CONSTITUTIONAL OFFICERS

Chairman Betsy Condon recognized Rick Dingle, Chief Administrative Officer from the Clay County Clerk and Comptrollers Office, and thanked him for his attendance.

There were no Constitutional Officer comments.

APPROVAL OF MINUTES

6. Board of County Commissioners Meeting Minutes September 23, 2025.

Commissioner Jim Renninger made a motion for approval of the September 23, 2025, seconded by Commissioner John Sgromolo, which carried 5-0.

PUBLIC COMMENTS

Public Comment can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 44:48 and ending at 48:25. Below is a summary of the discussion.

Chairman Betsy Condon opened the floor for public comment at 4:47 pm.

Helana Cormier, 2839 Woodbridge Crossing Court, Green Cove Springs, Florida, addressed the Board to express concerns regarding CDDs, requested the addition of an invocation to the CRC meeting agenda, and thanked the Board for all they do.

Hearing no other comments, Chairman Betsy Condon closed the public comment at 4:51 pm.

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. RFP No. 24/25-112, Clay County State Housing Initiative Partnership (SHIP) Inspection Services (K. Smith)

   Review of Staff's ranking of the Proposals received for RFP No. 24/25-112, Clay County State Housing Initiative Partnership (SHIP) Inspection Services. One company will be selected to provide the necessary inspection services.

   1. St. Johns Housing Partnership - 75.7
   2. Alex Home Inspection Services, LLC - 45.3
   3. Beryl Project Engineering - 43
   4. Kings Realty Co., LLC - 38
   5. Conemco Engineering, Inc.- 37.3
   6. UES Professional Solutions, LLC - 36.7

   A committee consisting of the SHIP Program Director, Grants Director, and Plans Examiner III performed the evaluation and ranking of the responses received. If desired, the Board may request presentations. 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:
   SHIP Program Fund - SHIP Program Activities - Program Services

9. Bid No. 24/25-124, Waste Tire Disposal Services (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-124, Waste Tire Disposal Services to Putnam County BOCC at the unit cost received for Option 1. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:
Solid Waste Fund - Environmental Services - Temporary Labor, Billing, Collection, and Management

10. First Renewal and Third Amendment to Agreement with Push Media LLC for Bus Bench Services (K. Smith)

    Approval of the First Renewal and Third Amendment to Agreement No. 2014/2015-155 RN1 AM3 for Bus Bench Siting/Services for a period of five (5) years with the option to renew for one additional 5-year term. The annual fee to be paid quarterly is $10,000 for year one ($125.00 per bus bench). Each additional year is subject to an annual CPI increase.
    Funding:
    Revenue

11. First Renewal of Bid No. 23/24-066 with Liberty Trucking LLC for County Wide Delivery of Limerock Base Material (K. Smith)

    Approval of the First Renewal of Bid No. 23/24-066 with Liberty Trucking LLC for County Wide Delivery of Limerock Base Material for one (1) year effective July 23, 2025 through July 22, 2026 at the same terms, conditions, and cost provided for in the original bid.

12. State Financial Assistance Recipient Agreement re: Mosquito Control with FDACS for FY 2025/2026 (A. Wallau)

    A) Approval of the State Financial Assistance Recipient Agreement to Provide Mosquito Control on behalf of the Florida Department of Agriculture and Consumer Services (FDACS) beginning October 1, 2025 through September 30, 2026, for which FDACS will pay the County an amount not to exceed $69,587.50.
    B) Approval of the accompanying budget resolution.
    Funding Source:
    Revenue

13. BlueMedicare Master Agreement with Blue Cross and Blue Shield of Florida, Inc. for 2026 (J. Leighton)

    A) Approval of BlueMedicare Group Master Agreement with Blue Cross and Blue Shield of Florida, Inc. (Florida Blue), regarding the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or stand-alone Medicare Prescription Drug Plan for retirees and

covered dependents, effective 1/1/2026.
B) Additional approval of advance payment for the first premium payment.
Funding Source:
General Fund - Benefits - Retiree Insurance

14. Grant Agreement for the FY2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant (M. Covey)

    A) Approval of three-year Grant Agreement with the Federal Emergency Management Agency (FEMA) for $2,445,763.71 to hire 15 firefighters under the FY24 SAFER Grant. This is a cost share grant with a match requirement of $1,520,339.64.
    B) Approval for the Fire Chief to accept the award and grant agreement terms in the FEMA GO Grants Portal.
    C) Approval of the accompanying budget resolution.

15. State Aid to Libraries Grant Application and Certifications (M. Covey/M. Canfield)

    Approval to submit grant application for the State Aid to Libraries Grant Program for FY25-26 and execute the Grant Agreement with the State of Florida, Department of State, Division of Library and Information Services and Certification of Hours and Certification of Credentials. Award amount is based on the Clay County Public Library System's operational budget and State funding availability. Grant funds will support library operational costs.

16. First Amendment to Agreement with the US Department of Transportation re: FY2023 Safe Streets and Roads for All Grant Program (M. Covey)

    Approval of the First Amendment to Agreement No. 2024/2025-40 with the US Department of Transportation re: FY2023 Safe Streets and Roads for All Grant Program amending the performance period and milestone completion dates. All other terms and conditions remain the same.

17. First Amendment to Grant Agreement with the Florida Department of Financial Services for Station 20 Construction (M. Covey)

    First Amendment to Grant Agreement No. 2023/2024-212, Grant FM912-A1, with the Florida Department of Financial Services to update the eligible vendor list to receive final reimbursement for Station 20 construction.

Vice-Chairman Kristen Burke made a motion for approval of the Consent Agenda,

seconded by Commissioner Jim Renninger, which carried 5-0.

DISCUSSION/UPDATES

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

Item Eighteen (18) can be seen at www.claycountygov.com/government/clay-county-tv-and-video archive/BCC Agenda/October 14, 2025, beginning at 48:59 and ending at 1:11:27. Below is a summary of the discussion.

Ed Dendor, Director 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. AC placed lining material into Pond site #3 and completed this effort in pond site #4. They continued the installation of drainage structures, pipes, demolition of existing driveways and continued pavement repairs for driveways and pipes along the south side of this project. AC continued placing sub-base, curbing, sidewalks and limestone base within this area. This project is on schedule with 53% paid out and 84% of time used.
- **CMAR Group #2 Projects - 2, #5 and #6A:** Appraisals, offers and closings have concluded for all CMAR #2 projects.
    - **Project #2 (CR209):** Traffic continued flowing on the northside east of the railroad tracks while Superior (SCC) continued the removal of the old asphalt roadway on the south side of this section of road. SCC also continued installing the storm-drain pipe along Russell Road, north of the CR315B intersection. Next traffic switch is anticipated for December 10th (Phase 3 west of the RR tracks - work zone with be in the median). This project is on schedule with 59% paid out and 48% of the time used.
    - **Project #5 (CR220):** The team continues to track the US ARMY Corps of Engineers (ACOE) permit application through their process while under their review. On September 22, 2025, the team was notified by the ACOE processor that internal review of processor findings would be submitted for review that week. The Team expects to have the ACOE permit issued any day. Final design for the revised pond location is expected to be completed by the end of October. Once completed, the team will finalize wetland impacts and submit a permit modification request to the agency for approval. CCUA plans are also being finalized and will be signed sealed for the county as soon as the permits are issued.
    - **Project #6A (CR315):** The team submitted updated wetland functional scores and impact quantities as requested by the ACOE and are waiting for final issuance of this permit. CCUA plans are being finalized, and plans will be signed sealed for the county as soon as the permits are issued. Permits will be slow to be issued due to the federal shutdown.
- **CMAR Group #1 Projects - #3A, #3B and #4:**

    - **Project #3A:** Complete (Operational improvements on CR209, AKA Russell Road)
    - **Project #3B - (Connecting the east-end of project #4 on Sandridge Road and runs through the roundabout to CR 209B):** The County, GAI and Kiewit held their bi-monthly status meetings. Kiewit continued working a majority of their work on night shifts while they continued the installation of stormwater structures and pipes. The contractors project schedule is in dispute by both Kiewit and the County. Discussions continue between the parties in hopes of a resolution. This project is 47.5% paid out and 108% of time elapsed.
    - **Project #4 (CR739B AKA Sandridge Road):** Complete.
- **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 held their last bi-monthly status meetings. Minor punch list item repairs continued throughout the corridor. The project is 100% paid out, less retainage. The County and SCC are working through a dispute resolution on the final schedule. The project received a Design-Build Institute of America (DBIA) Florida Region Merit Award in Transportation, this award will be presented to the County and the team on October 16, 2025, at their Regional Conference.

There were questions, discussions and clarifications regarding the dispute regarding Cathedral Oaks, speed limit, sign placement and striping for lane changes, reduction in speed with no warning, and dispute regarding CR209.

Following the BTP update, Richard Smith, Director of Engineering and Ed Dendor, Capital Projects Manager provided details and information for the update for the Capital Projects.

Capital Projects Highlighted:

- Fairgrounds FDACS Livestock Pavilion Infrastructure
- Fire Station 22
- Black Creek Bike Trail Boardwalk
- Fire Station 1
- Middleburg Substation Doors
- Lakeshore Drive/Old Hard Road
- CR220 - Knight Boxx Road at Hollars Place
- CR215 - Sesame Street and North Road
- Live Oak Lane - Greenway Trail
- Suntrail - Live Oak Lane
- US17 Resurfacing - Restoration - Rehabilitation
- SR21 (Blanding Boulevard) at Wells Road Intersection
- CR218 Paving
- Spencer Road
- Tynes Boulevard
- 301 and 218
- Blanding Boulevard and Wells Road
- Eagle Landing

There were questions and discussions regarding the completion date for the Boardwalk, Shedd Road, and handling/reacting to calls from citizens.

The Board commended Mr. Smith, staff and the Sign Department for a job well done.

19. Active & Upcoming Formal Solicitations (K. Smith)

Item Nineteen (19) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 1:52:59 and ending at 1:56:16 Below is a summary of the discussion.

Karen Smith, Director of Administrative and Contractual Services, addressed the Board to provide details and information on the formal solicitations. The information discussed is attached to the agenda.

There were no questions from the Board.

20. Discussion to designate a County Road in honor of Charlie Kirk

Item Twenty (20) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 1:56:17 and ending at 2:08:08. Below is a summary of the discussion.

Chairman Betsy Condon opened the floor to provide details and information regarding the designation of a County roadway in honor of Charlie Kirk.

There were questions and discussions regarding the designation of Memorial Highway Signs, the name change of the road at the college, the timeline for making the change, and deferring to the Board at Thrasher-Horne.

Following all discussions, the Board agreed to move forward with the designation of a memorial sign in honor of Charlie Kirk.

21. Countywide Stormwater Study Update (R. Smith)

Item Twenty-One (21) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 2:08:33 and ending at 3:01:31. Below is a summary of the discussion.

Brian Icerman, P.E. Senior Vice-President - Jones Edmonds presented a PowerPoint presentation to provide details and information regarding the Stormwater Study update. See Attachment D.

There were questions, discussions and clarifications regarding the indicators on the map: yellow stars, blue triangles, etc., costs for projects and number of projects, the

method for how municipalities are addressing issues, funding needs, safety, being proactive, stormwater failures, replacing septic systems - costs/funding - programs, credits, known deficiencies, rising water, making the ordinance broad enough to address issues, priorities and direction from the Board, exemptions, and legal ramifications, if any, and lengthy discussion on how to proceed and examples of issues in areas around the county.

Following all discussions, the Board reached a consensus as discussed to bring back a the proposal and risk assessment for review at the BoCC November 10, 2025 meeting.

OLD BUSINESS

22. CR218 Median Breaks (E. Dendor)

Item Twenty-Two (22) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 3:01:32 and ending at 3:16:40. Below is a summary of the discussion and vote for this agenda item.

Ed Dendor, Director of the Bonded Transportation Program, and Carlos Campos, P.E. with WGI, presented a PowerPoint presentation to provide updated details and information regarding the CR218 median breaks. See Attachment E.

Vice-Chairman Kristen Burke left the meeting at 7:03 pm and returned at 7:05 pm.

There were comments regarding petitions provided by property owners, the need/request to move forward, Chairman Betsy Condon made a motion to move forward, with more questions and discussions between staff and the Board regarding the proposal, length/location of the changes, safety, speed limit, impact now and in the future, public notification and input, funding, and notification to surrounding tenants, with no second the motion failed.

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

23. Public Hearing on the adoption of an Ordinance amending Ordinance No. 2017-9, as amended by Ordinance No. 2023-22, which established the Wilford Preserve Community Development District in order to amend and expand the boundaries of the Wilford Preserve Community Development District and, contingent on the approval of this Ordinance, approval of a Quit Claim Deed conveying dedicated roads in the Cheswick South Plat to the Wilford Preserve Community Development District (C. Grimm)

Item Twenty-Three (23) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 1:11:28

and ending at 1:45:50. Below is a summary of the discussion.

Courtney Grimm, County Attorney, introduced Mr. Haber with Kutak Rock to provide details and information for the public hearing regarding Wilford Preserve CDD, as indicated above.

Wes Haber, Kutak Rock, LLC, presented a PowerPoint presentation to provide the details and information for the requested amendment to Ordinance 2017-9, as described above. See Attachment B.

There were questions and discussions regarding the trustee position and fee, the original district location (District 3), and the location of the added district (District 2), benefits/amenities in the original and new CDDs, the number of homeowners who have signed consent, notification of open seats, vacancies, and qualifications for the CDD Board.

Chairman Betsy Condon opened the floor for the public hearing at 5:26 pm.

Helana Cornier, 2839 Woodbridge Crossing Court, Green Cove Springs, Florida, addressed the Board to express her concerns regarding the requested amendment.

Hearing no other comments, Chairman Betsy Condon closed the public hearing at 5:28 pm.

More clarifying comments and discussions were had with the agent and Commission regarding consent for the assessment, method for obtaining consent, increase/decrease due to the assessment, the impact of the amendment to current homeowners, the addition of homes, seats on the CDD Board, responsibility of maintenance of the roads and stormwater, MSBU impact if not taken over by the CDD, number of homes added (232), process of notification to the new homeowners, HOA vs. CDD, and any descent or no one not sign the consent - all signed.

Commissioner Jim Renninger made a motion for approval, seconded by John Sgromolo, which carried 4-1, with Commissioner Alexandra Compere in opposition.

24. First Public Hearing to consider adoption of ZON 25-00026 (District 4, Condon) (J. Bryla)

    This application is an Administrative Rezoning request to rezone six properties from Agricultural (AG) to Agricultural Residential.

Item Twenty-Four (24) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 1:45:52 and ending at 1:52:54. Below is a summary of the discussion and the vote for this agenda item.

All those wishing to speak were sworn in.

Jenni Bryla, Zoning Chief, presented a PowerPoint presentation to provide details and

information for the public hearing to consider ZON-25-0026, as indicated above. See Attachment C.

Following Ex-Parte communications being disclosed, Chairman Betsy Condon opened the floor for the public hearing at 5:53 pm.

Charlie Wheeler, 1471 Scarlett Way, Middleburg, Florida, addressed the Board in favor of the requested change.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:54 pm.

There were questions and discussions about why one landowner opted out.

The Board required no action; the vote will take place on October 28, 2025.

LETTERS FOR ACTION

25. Approval of Letter of Recognition - Wilson Denver Key

Item Twenty-Five (25) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 3:16:42 and ending at 3:18:37. Below is a summary of the discussion and vote for this agenda item.

Commissioner Jim Renninger provided details regarding the request for approval of a letter recognizing Wilson Denver Key and spoke about Mr. Key's exceptional military career.

Commissioner John Sgromolo made a motion for approval of the letter, seconded by Vice-Chairman Kristen Burke, which carried 5-0.

LETTERS OF DOCUMENTATION

26. Bid Opening Tabulations (K Smith)

Bid Opening Tabulation for September 19, 2025:
A. Bid No. 24/25-124, Waste Tire Disposal Services

Bid Opening Tabulation for October 3, 2025:
A. RFQ No. 24/25-127, Construction Manager At Risk (CMAR) For The Substance Use Disorder Recovery Center

Bid Opening Tabulation for October 7, 2025:
A. Bid No. 24/25-126, Moody Park National Fitness Campaign Slab

Chairman Betsy Condon acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Chairman Betsy Condon opened the floor for public comment at 7:20 pm.

Hearing no comments, Chairman Betsy Condon closed the public comment at 7:20 pm.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, was not present due to attending an auditor conference.

COUNTY ATTORNEY

Attorney Comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 3:19:05 and ending at 3:19:53. Below is a summary of the discussion.

Courtney Grimm, County Attorney, addressed the Board to provide details and information regarding the Charter Review Commission. The next meeting will be held on October 20, 2025, and on the third Monday in November and December at 5:00 pm.

COUNTY MANAGER

Manager Comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 3:19:54 and ending at 3:21:26. Below is a summary of the discussion.

Howard Wanamaker, County Manager, noted that the county website contains information about outdoor burning, and the phone number is (904) 266-8351. County Manager Wanamaker mentioned that nominations for the Northeast Florida Regional Council Awards 2025 are being accepted until November 7, 2025, and the ceremony will take place on January 8, 2026. County Manager Wanamaker also said that the first BoCC meeting in November will be held on Monday, November 10, 2025, at 4:00 pm, due to the Veterans Day Holiday on Tuesday, November 11, 2025.

COMMISSIONERS' COMMENTS

Commissioners can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/October 14, 2025, beginning at 3:21:26 and ending at 3:35:37. Below is a summary of the discussion.

Commissioner John Sgromolo spoke about attending the Designation Ceremony for

Representative Sam Garrison and the takeaways from the ceremony, and congratulated Representative Garrison. Commissioner Sgromolo welcomed his new intern, Taylor White.

Vice-Chairman Kristen Burke had no comments.

Commissioner Alexandra Compere mentioned the Oakleaf Library Community discussion would be held on Thursday, October 23, 025, at 6:00 pm. Commissioner Compere said on November 8, 2025, the Veterans Day 5K will start at Oakleaf High School at 8:00 am, and spoke about being on the Clay Radio show, and thanked Mike Cella for always remaining involved. Commissioner Compere spoke about how special it was to attend the ceremony for Representative Sam Garrison, congratulated him, and wished him well. There was also a brief discussion to clarify the location for the Oakleaf Library discussion, which is to be held at Plantation Oaks Athletic Center - 845 Oakleaf Plantation Parkway, Orange Park, Florida, 32065.

Commissioner Jim Renninger mentioned receiving questions about dogs in restaurants. There has been no statutory information regarding the issue; however, it is private property and at the owner's discretion. Commissioner Renninger highlighted the 50th Anniversary of the Orange Park Mall, and also spoke about attending the "Recovery and Remembrance" event held at Spring Park in Green Cove Springs. Commissioner Renninger talked about the Northeast Regional Council meetings, which may have been the best meeting yet. Commissioner Renninger also mentioned attending the Clay Builders Breakfast with Senator Bradley and discussed the information received. Commissioner Renninger said the Speaker Designation Ceremony for Representative Garrison was one of the most moving ceremonies he has attended and suggested everyone watch it on the Florida Channel.

Chairman Betsy Condon mentioned the nominations for the Northeast Regional Council and the Regional Leadership Institute, which meets eight times starting in January, for anyone interested in nominating someone. Chairman Condon spoke about a request from a constituent regarding historical communities which was founded to be historical: Long Branch and Hatcherville Community, as well as the Long Branch Creek waterway that is now delineated with signage, and commended the Sign Department for all they did and their hard work. Chairman Condon thanked the Board for supporting the Charlie Kirk request and extended her congratulations to Representative Sam Garrison. She recommended watching the speech from the ceremony and shared a quote from Representative Garrison's speech. She also spoke about what an honor it is to serve with the Board and for the constituents. We are unsure what the future holds, but we do know who is in control: God is.

Hearing no further business, Chairman Betsy Condon adjourned the meeting at 7:37 pm.

Attest:

_____	_____
Tara S. Green Clay County Clerk of Court and Comptroller Ex Officio Clerk of the Board	Chairman or Vice-Chairman

Acronym Definitions

ACOE – Army Corp of Engineers
BCC- Board of County Commissioners
BTP – Bonded Transportation Program
CCUA – Clay County Utility Authority
CDD – Community Development District
CR – County Road
FDOT – Florida Department of Transportation
FY – Fiscal Year
GFWC – General Foundation of Women's Clubs
SCC – Superior Construction Company
TDC – Tourist Development Council
ZON – Rezone

Attachment
“A”
Pet Adoptions



KING SIZE
Snickers Bar

ANIMAL ID: A0059563946
SEX: Neutered Male

BREED: Domestic medium-hair, 4 years old; 8 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Snickers Bar is a king-sized cuddle connoisseur with a chill so smooth, it should be trademarked. He's got medium-length fur, a laid-back attitude, and the kind of presence that turns any room into a lounge. We may not know his past, but his future looks deliciously cozy—especially if it's with you.

claycountygov.com/adopt



Dax

ANIMAL ID: A0059375082
SEX: Neutered Male

BREED: Mixed breed, 2 years old; 54 pounds
Heartworm Negative

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Dax is a 2-year-old black and white pup with a megawatt smile. Bursting with puppy energy, he’s always up to play with a new toy—but truth be told, he'd rather be snuggled up with his favorite humans. Dax thrives around dogs who match his playful vibe and knows how to keep the fun going without missing a beat. Whether he's chasing toys or chasing cuddles, Dax is the kind of companion who makes every moment brighter.

claycountygov.com/adopt



Laurie

ANIMAL ID: A0059563949
SEX: Spayed Female

BREED: Domestic Shorthair, 4 years old; 7 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Laurie is a stunning tabby with enchanting green eyes and a gentle soul. Though her story before now is unknown, one thing's for sure—she's full of love and ready to share it. Friendly, calm, and quietly affectionate, Laurie is the kind of companion who makes a house feel like home. If you're looking for a loyal friend with a touch of mystery and a whole lot of charm, Laurie might just be your perfect match.

claycountygov.com/adopt



Twizzler

ANIMAL ID: A0059400153
SEX: Neutered Male

BREED: Mixed Breed; 3 months old; 12 pounds
Heartworm Negative

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Twizzler is a sweet, spunky pup with a serious zest for life! He's always on the move — chasing toys, exploring new spots, and turning everyday moments into mini adventures. With his playful spirit and irresistible charm, Twizzler's the kind of dog who makes life more fun just by being in it. If you're ready for a little whirlwind of joy, Twizzler's your guy!

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! 🏡 💖

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

claycountygov.com/adopt

Attachment
“B”
Wilford Preserve CDD

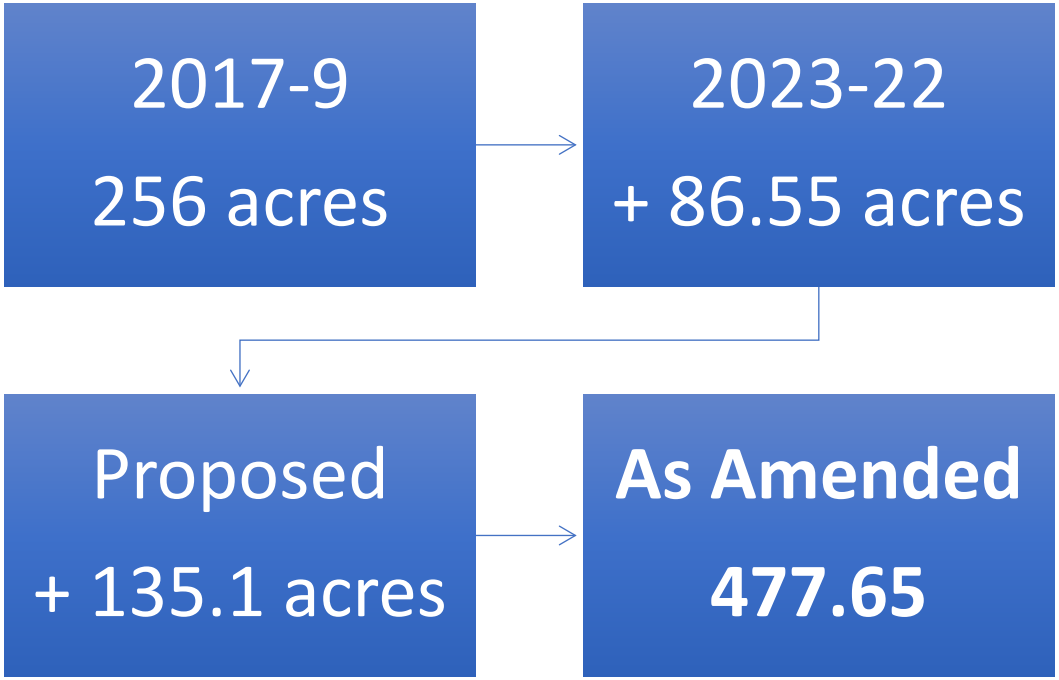
Petition to Amend Boundaries of Wilford Preserve CDD

Wilford Preserve CDD Request

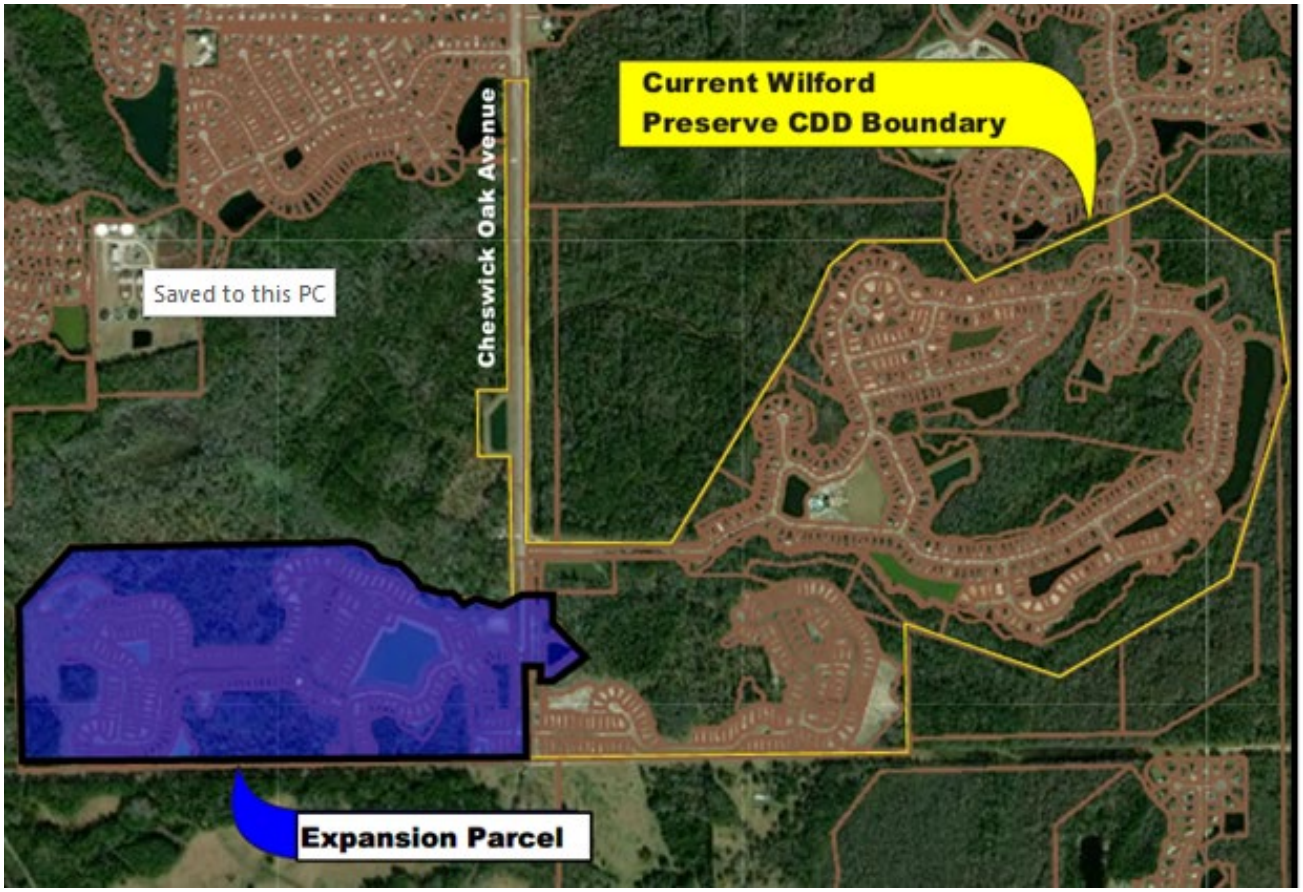
Wilford Preserve Community Development District petitions the Board of County Commissioners to:

- Amend the District boundaries to add approximately 135.1 acres for a total of 477.65 acres.
- Previously established by Ordinance No. 2017-9, effective March 3, 2017, and amended by Ordinance No. 2023-22, effective July 21, 2023.

Establishment, Prior Boundary Amendment, and Proposed Acreage



Wilford Preserve CDD
Location of Expansion Parcel



Wilford Preserve CDD
Review Criteria

- Pursuant to Section 190.046(1)(f), Florida Statutes, the Petition meets the following statutory criteria:
  a. The Petition is true and correct;
  b. The Boundary Amendment is consistent with comprehensive plans;
  c. District, as amended, is of sufficient size, compactness, and contiguity to be developed as one community;
  d. The District, as amended, is the best alternative;
  e. The District, as amended, will be compatible with existing community development services and facilities; and
  f. the District, as amended, is amenable to the CDD.

Wilford Preserve CDD Findings

Written consent to the boundary amendment of the CDD was provided by all Expansion Parcel landowners whose real property is to be included in the CDD.

The notice of boundary amendment hearing for the CDD was advertised according to Florida law.

All statutory criteria have been met for County approval of the Petitioner's request to amend the boundaries to include the Expansion Parcel.

Questions?

Attachment
“C”
ZON-25-0026

Rezoning Application:

ZON 25-0026

Board of County Commissioners (First Hearing)

October 14, 2025

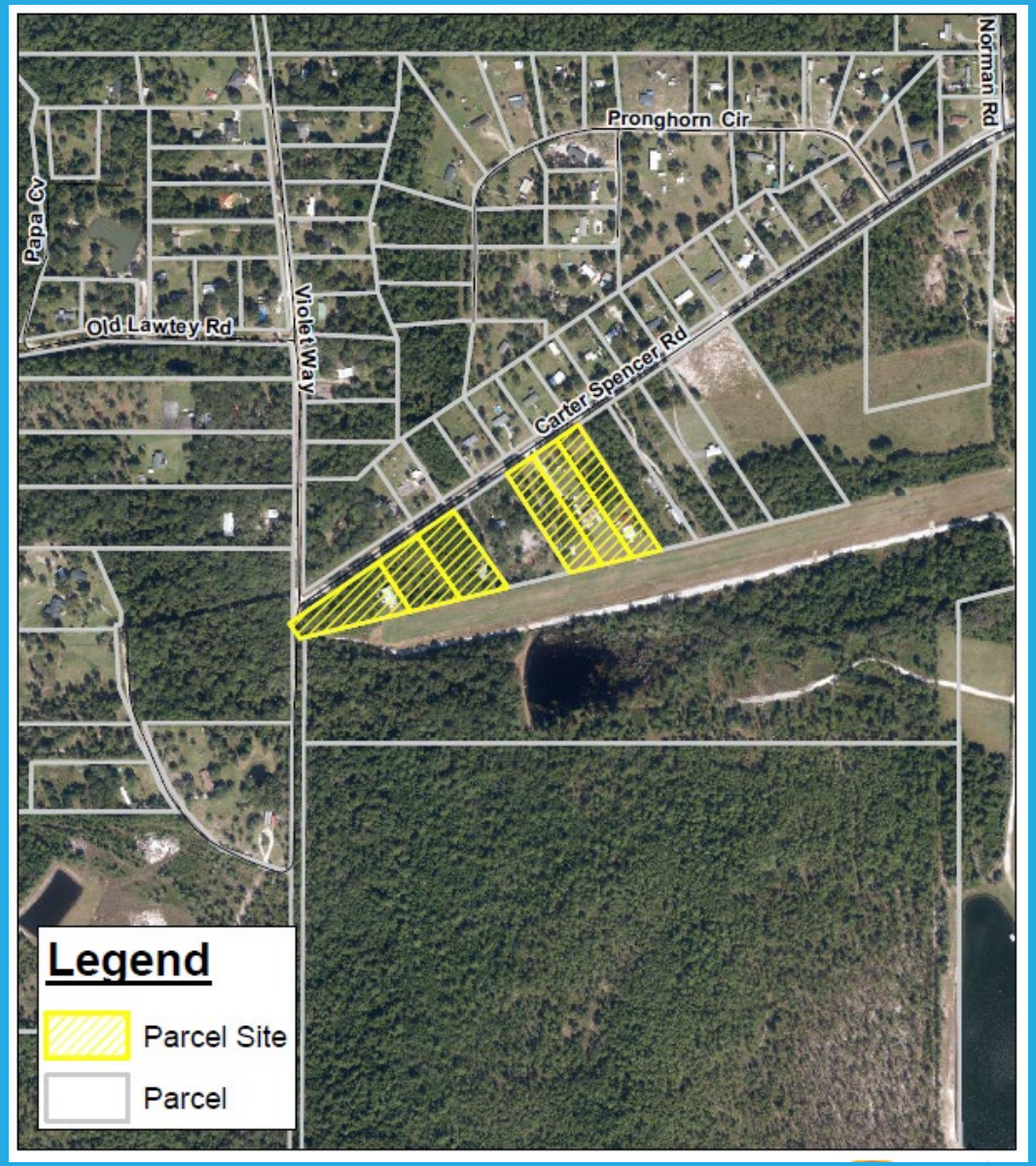
Application Information

Applicant:	Clay County
Location:	Carter Spencer Road
Planning District:	Middleburg / Clay Hill District
Commission District:	4 Commissioner Condon
Parcels:	6 parcels totaling 8.25+/- acres

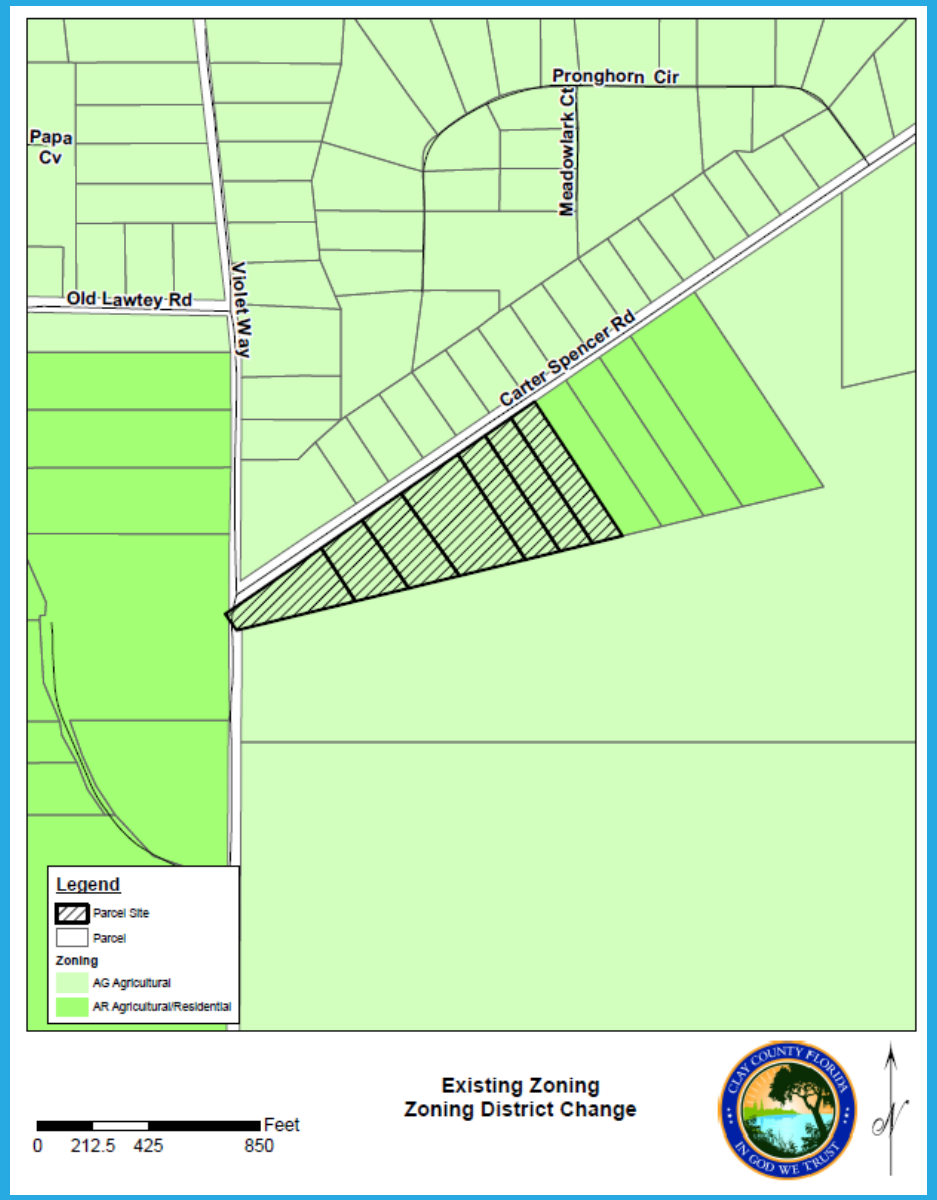
- ZON 25-0026 would change the zoning from Agricultural (AG), to Agricultural/Residential (AR) .

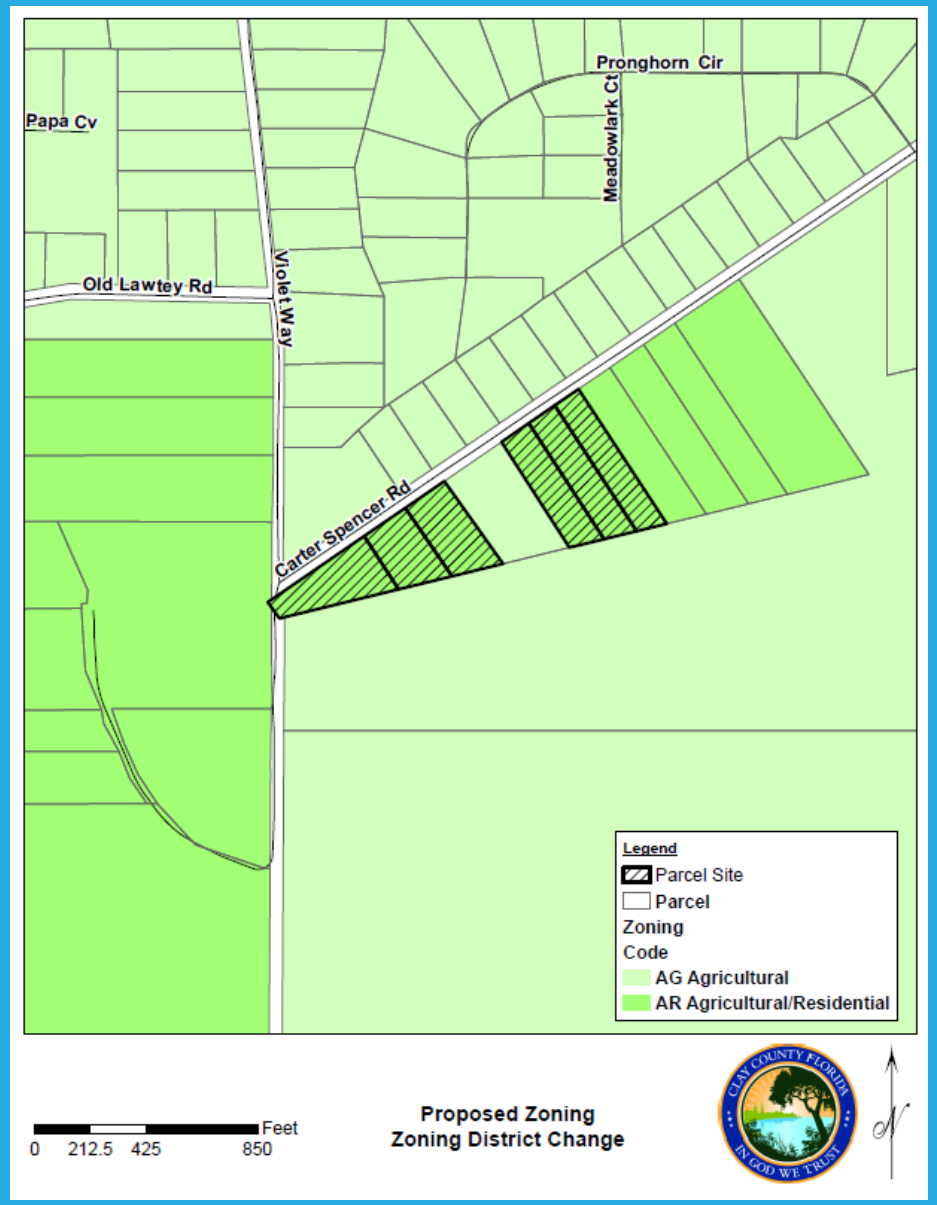
BACKGROUND

The requested change is a County initiated zoning district amendment to allow for the customary use of the parcels along the west end of Carter Spencer Road. The properties currently have a Future Land Use designation of Rural Residential but are in the Agricultural Zoning district. This combination of Land Use and Zoning requires the density of one (1) home per twenty (20) acres.



ZONING


Pronghorn Cir
Meadowlark Ct
Papa Cv
Violet Way
Old Lawtey Rd
Carter Spencer Rd
Legend
Parcel Site
Parcel
Zoning
AG Agricultural
AR Agricultural/Residential
Feet
0 212.5 425 850
Existing Zoning
Zoning District Change


Pronghorn Cir
Meadowlark Ct
Papa Cv
Violet Way
Old Lawtey Rd
Carter Spencer Rd
Legend
Parcel Site
Parcel
Zoning
Code
AG Agricultural
AR Agricultural/Residential
Feet
0 212.5 425 850
Proposed Zoning
Zoning District Change

FINDINGS and RECOMMENDATION

The application is requesting a change in zoning from AG to AR for 6 parcels for a total of 8.25 acres.

Of the six lots all but one currently has a house on the parcel. This change would make that lot buildable and the other lots compliant so they could improve their properties.

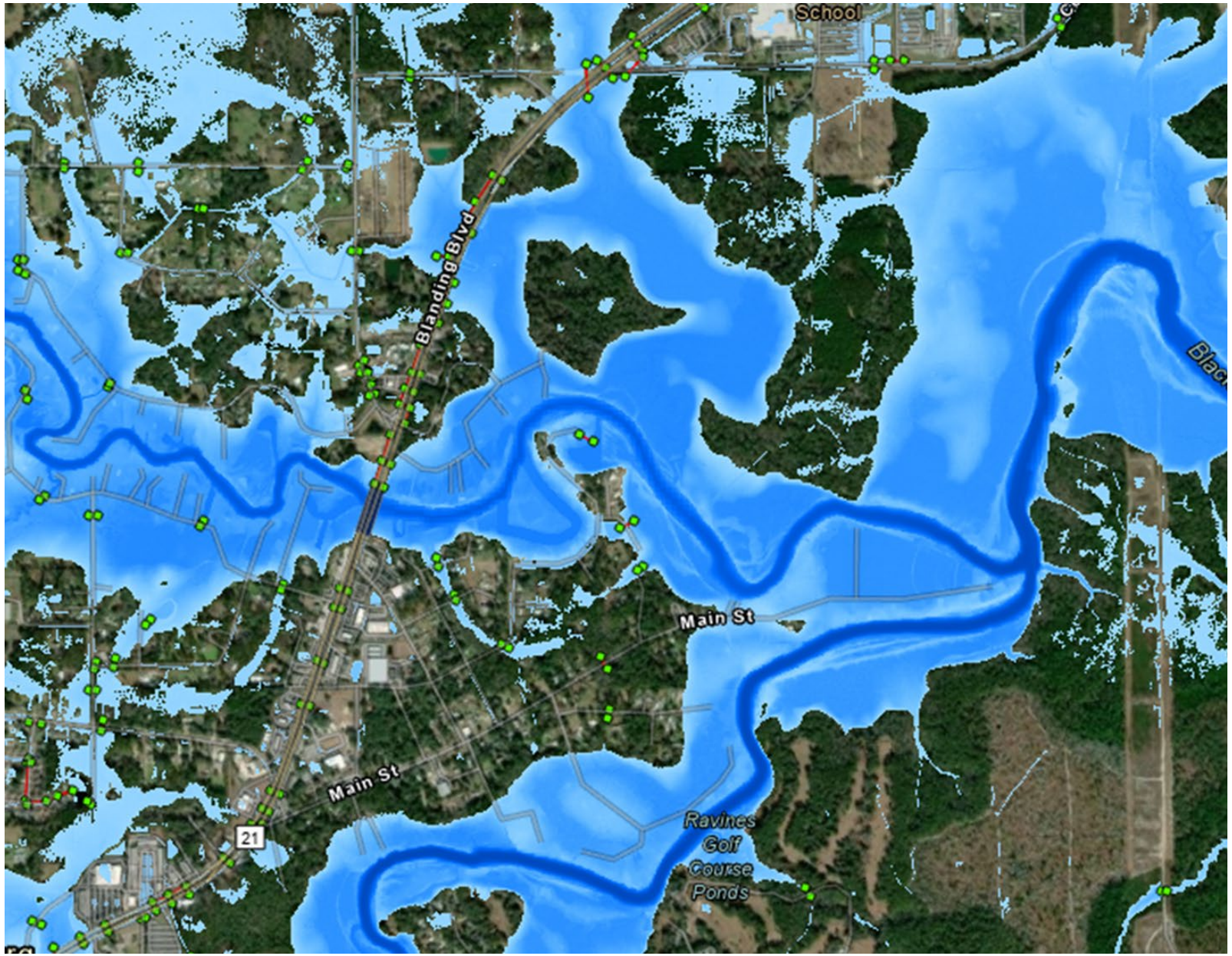
The Middleburg / Clay Hill Citizen's Advisory Committee voted 9-0 to recommend approval of this rezoning their September 15, 2025, meeting.

The item was heard by the Planning Commission on October 7th, 2025, at which time they provided a recommendation of approval 6-0.

Based on the analysis in the Report, Staff has determined that the request is Consistent Comp Plan and with the intent of the Land Development Code and the surrounding uses. Therefore, Staff recommends approval of ZON 25-0026 to amend zoning map for 8.25 acres from AG to AR.

Questions?

Attachment
“D”
Stormwater Master Plan Study



STORMWATER MASTER PLAN

OCTOBER 14, 2025

JonesEdmunds

STORMWATER SYSTEM: KEY CHALLENGES



Regulatory/Growth

- New Developments
- St. Johns River BMAP



Maintenance

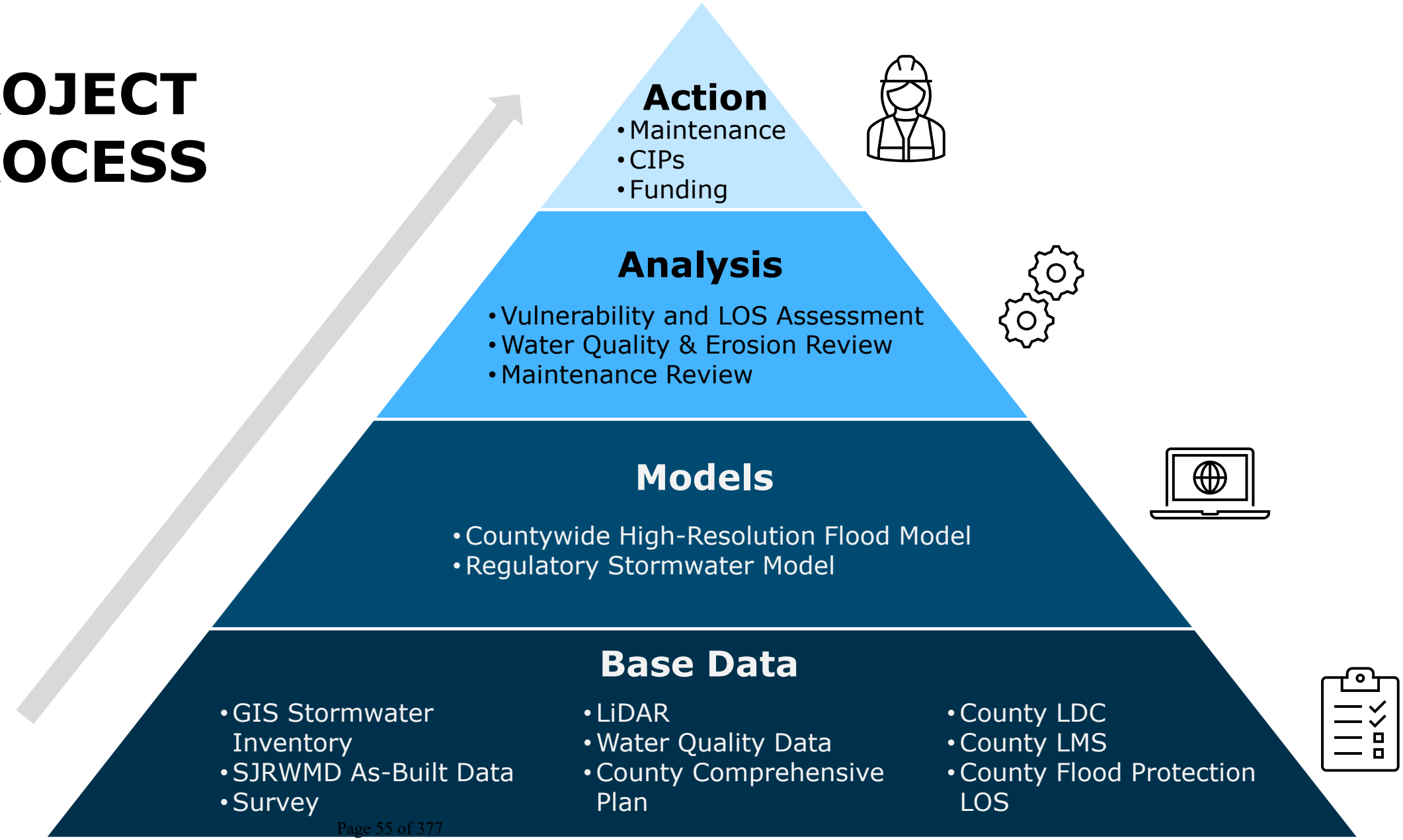
- Continual Maintenance Needed
- Aging Infrastructure



Trends

- Rainfall Intensity
- Rainfall Depths
- Tides

PROJECT PROCESS



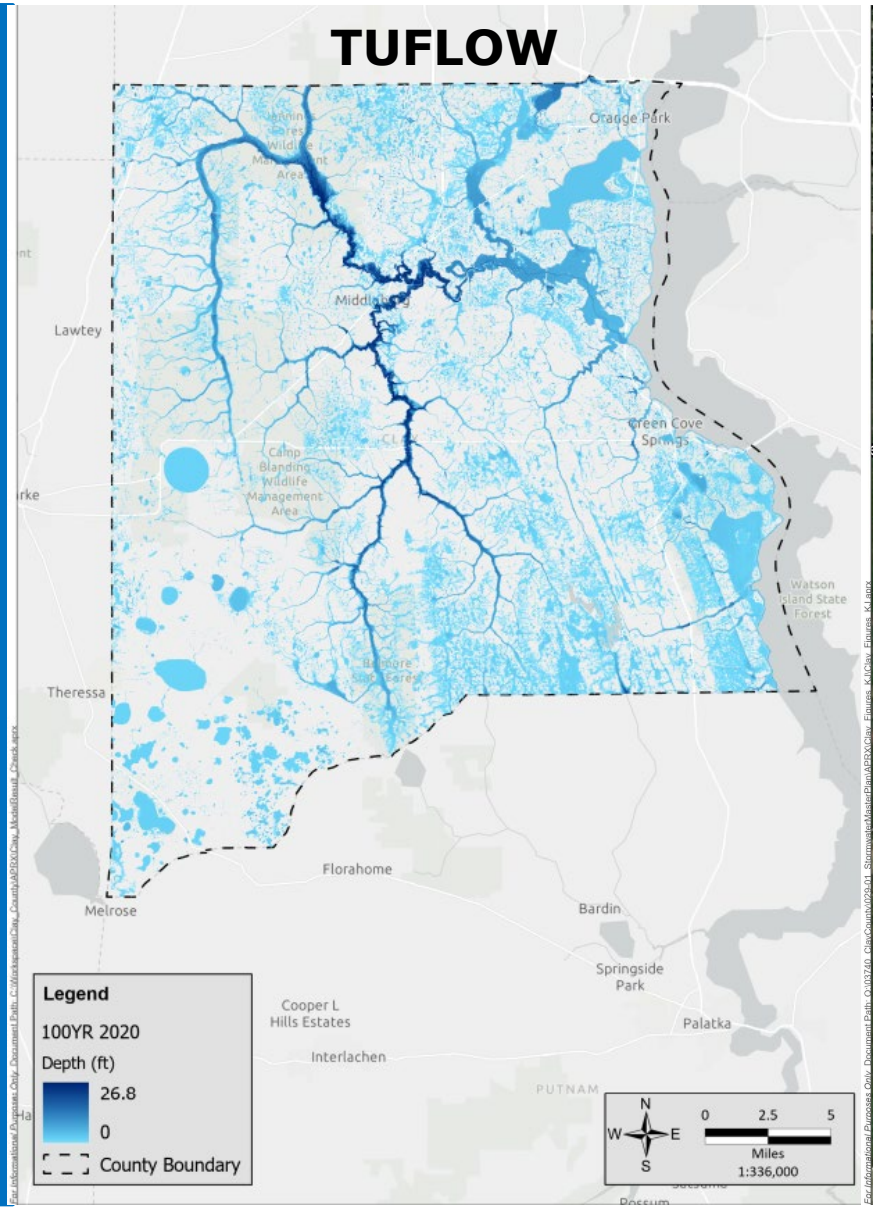
MODELING EFFORTS

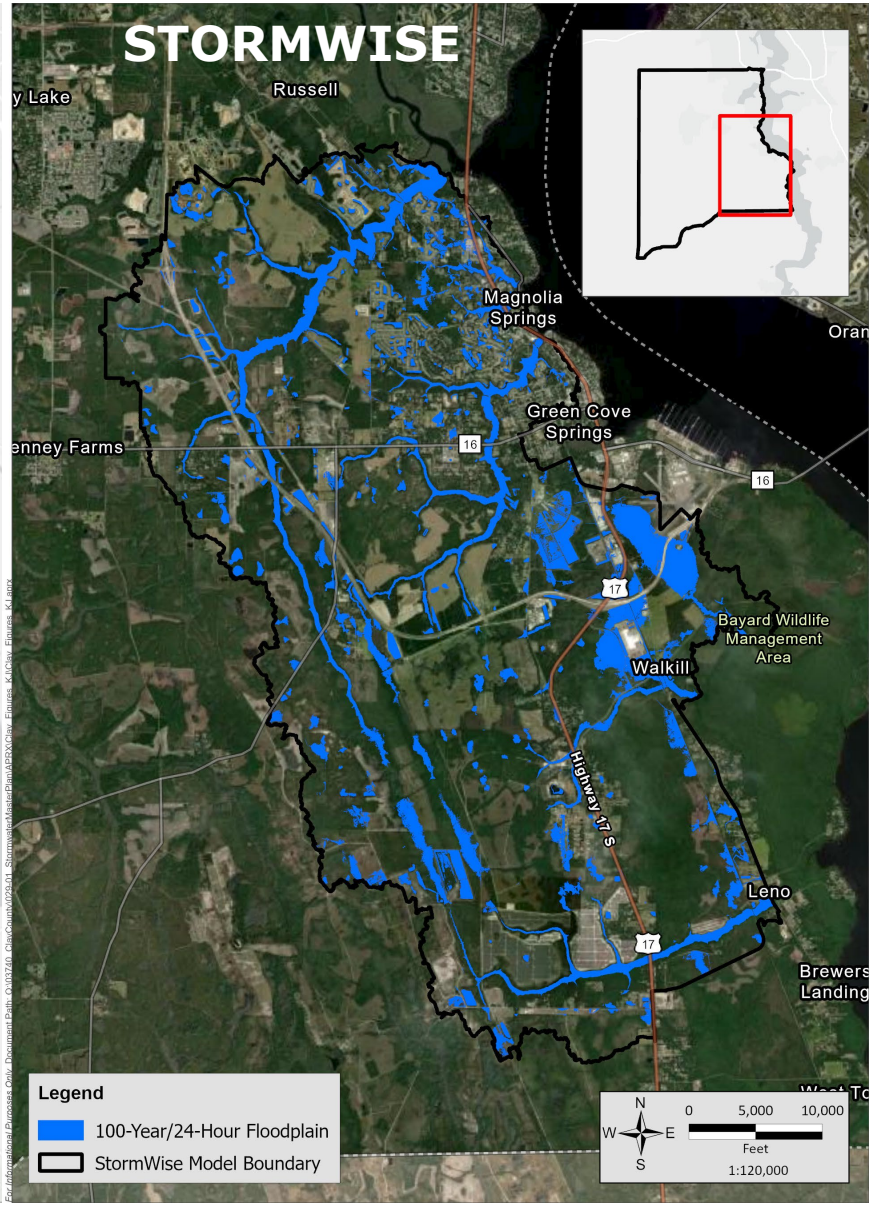
High-Resolution Countywide Inundation Model

- TUFLOW HPC
- High-Resolution Flood Model
- Flood Vulnerability Assessment
- Erosion Analysis
- Adaptation Planning
- CIP Projects

Regulatory Model

- StormWise
- SE Clay County (Peters Creek, Clay Branch, Governors Creek, and Clarks Creek)
- Supports:
  - Design
  - Permitting
  - FEMA Updates





EXAMPLE PROJECTS

Example CIP Projects:

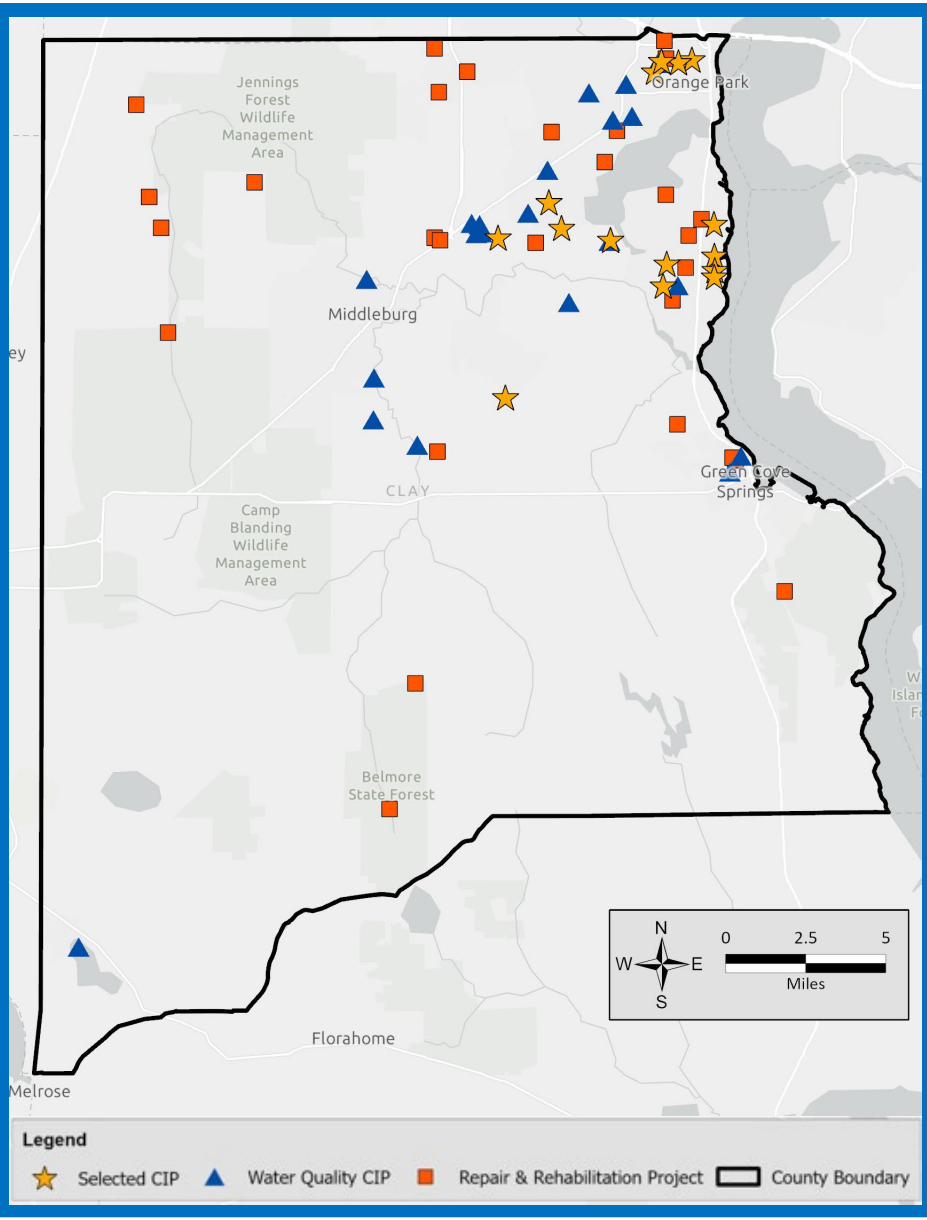
- Culvert Upsizing
- Stormwater Pond Improvement
- Ditch Improvement
- Swale Improvement

Example Water Quality Projects:

- Septic Improvements
- Pond Improvements
- Baffle Boxes

Example R&R Projects:

- Box Culvert Replacement
- Stormwater Pipe Replacement
- Ditch Restoration



CAPITAL IMPROVEMENT PROJECT (CIP)

Project Name	Capital Cost (2025 dollars)	Additional Annual Maintenance Cost	BCA Range	WQ Component
College Drive Pond Expansion	$540,000 - $870,000	No Additional Cost	2.4 - 3.8	Y
Old Hard Road Culvert Replacement	$310,000 - $470,000	No Additional Cost	1.4 - 2.1	N
Bartlett Avenue Stormwater Improvements	$570,000 - $930,000	$5,700 - $9,300	1.2 - 2	N
Pine Avenue Stormwater Improvements	$1,600,000 - $2,600,000	$2,200 - $2,400	1.1 - 1.8	Y
Shannon Lake Neighborhood Ditch Improvement	$300,000 - $450,000	No Additional Cost	0.8 - 1.2	N
County Road 218 Culvert Replacement	$320,000 - $480,000	No Additional Cost	0.7 - 1	N
Old Jennings Road Culvert Replacement	$440,000 - $660,000	No Additional Cost	0.6 - 1	N
Horton and Alder Drive Stormwater Improvements	$1,200,000 - $1,900,000	$12,000 - $19,000	0.5 - 0.8	N
Town Center Boulevard Retention Stormwater Improvements	$1,600,000 - $2,600,000	No Additional Cost	0.4 - 0.6	Y
Orange Park South - Aletha Manor System Addition	$430,000 - $690,000	$4,300 - $6,900	0.3 - 0.5	N
Gano Avenue Stormwater Improvements	$3,900,000 - $6,300,000	$8,700 - $10,400	0.2 - 0.4	N
Shaw Pond Pump Installation	$1,900,000 - $3,000,000	$28,500 - $45,000	0.2 - 0.3	N
Dudley Branch - St. John's River Culvert Installation	$4,400,000 - $7,200,000	$44,000 - $72,000	0.1 - 0.2	N
Dudley Branch Culvert Upsizing	$3,000,000 - $4,800,000	$3,000 - $4,875	0.1 - 0.2	N
Shaw Pond Expansion	$2,900,000 - $4,800,000	$1,800 - $2,900	0.1 - 0.2	Y

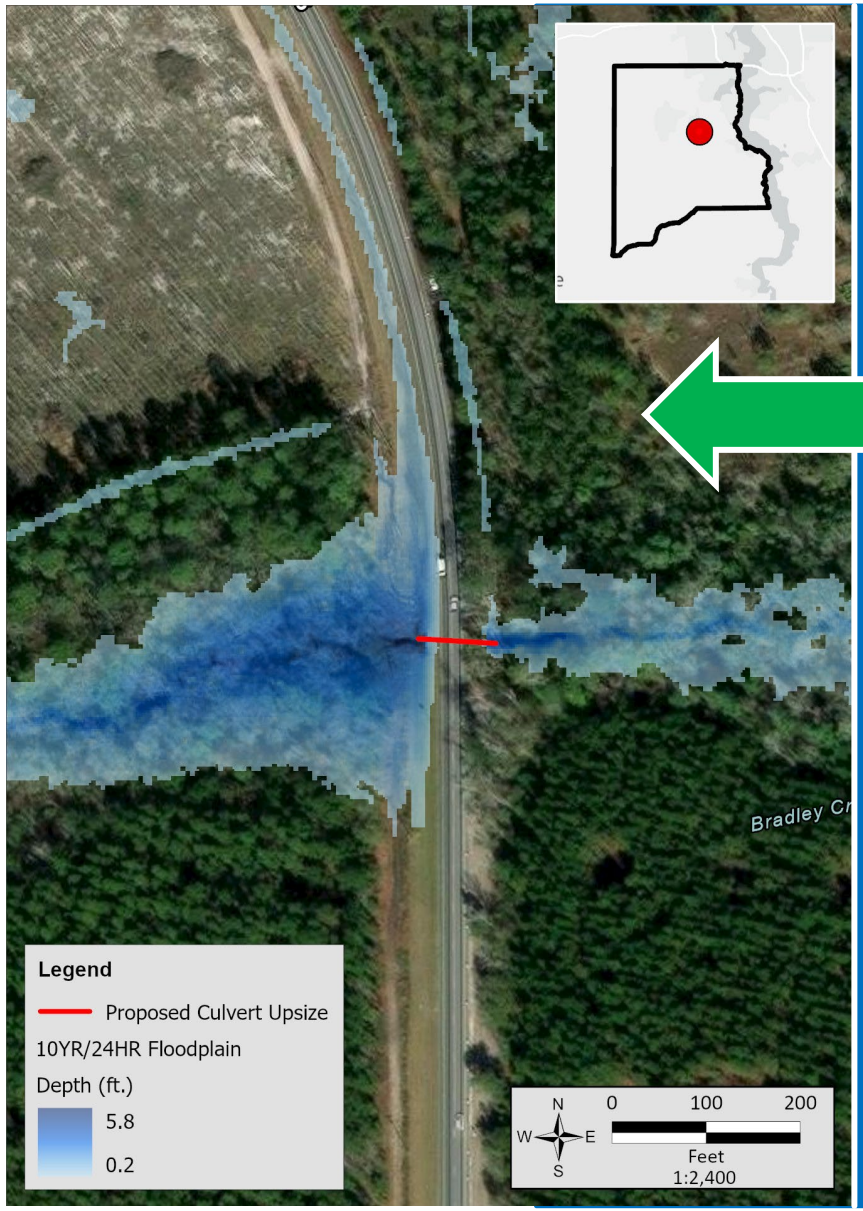
County Road 218 Culvert Expansion

Key Aspects:

Upsizes Major Cross Culvert

Benefits:

Reduces Roadway Inundation



College Drive Pond Expansion

Key Aspects:

Expands Retention Pond

Upsizes Conveyance Pipes

Repairs Dam

Benefits:

Reduces Roadway/Building Inundation



NEXT STEPS

BE THE PLAN

Projected Costs:

- 10+ Capital Improvement Projects: ~$30M (2025 Dollars)
- 75+ Identified Unfunded Maintenance: >$20M
- Routine Maintenance: $5+M Annually

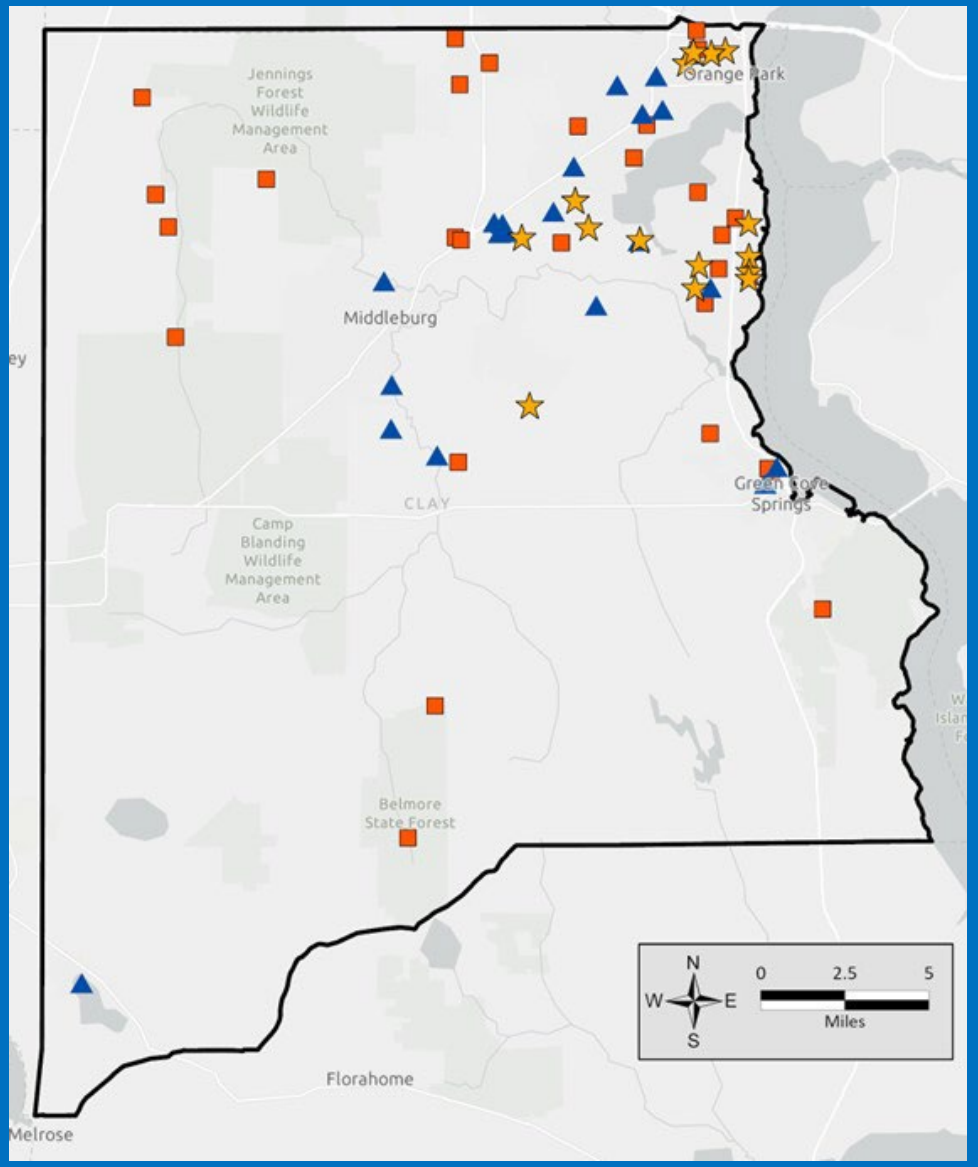
Benefits:

- Meet Floodplain Level of Service
- Proactive Maintenance
- Reduced Emergency Repairs

Funding Sources:

- General Funds (~$2M Annually)
- Grants and Appropriations (~$0.5M Annually)
- Stormwater Utility (Not Established)





QUESTIONS

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 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	10/21/2025 - 12:36 PM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Jessica Leighton, Director of Personnel

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	2026 BCC Employee Holiday Schedule	Backup Material	10/27/2025	2026_BCC_EMPLOYEE_HOLIDAY_SCHEDULE.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/21/2025 - 12:36 PM	Item Pushed to Agenda

2026 BCC EMPLOYEE HOLIDAY SCHEDULE

New Year's Day

Thursday, January 1, 2026

(Observance of New Year's Day)

Martin Luther King, Jr. Day

Monday, January 19, 2026

(Observance of Martin Luther King, Jr. Day)

President's Day

Monday, February 16, 2026

(Observance of President's Day)

Good Friday

Friday, April 3, 2026

(Observance of Good Friday)

****ONLY Team Members not covered by a collective bargaining agreement****

Memorial Day

Monday, May 25, 2026

(Observance of Memorial Day)

Juneteenth Day

Friday, June 19, 2026

(Observance of Juneteenth Day)

Independence Day

Friday, July 3, 2026

(Observance of Independence Day)

Labor Day

Monday, September 7, 2026

(Observance of Labor Day)

Veteran's Day

Wednesday, November 11, 2026

(Observance of Veteran's Day)

Thanksgiving Day & Friday After

Thursday, November 26, 2026

(Observance of Thanksgiving Day)

Friday, November 27, 2026

(Observance of Friday After Thanksgiving Day)

Christmas Eve & Christmas Day

Thursday, December 24, 2026

(Observance of Christmas Eve)

Friday, December 25, 2026

(Observance of Christmas Day)

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and Contractual Services

SUBJECT: Approval of Motorola Solutions Customer Upgrade and Purchase Agreement related to the County's Radio System in the amount of $1,468,328.00. Equipment List and Schedule are included in the Agreement.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Upgrades to the County's Radio System is required. The County's existing hardware and software are reaching end-of-support status and will no longer be supported. To ensure continued functionality and reliability of the Radio System, this upgrade is necessary. The County will finance the purchase of the Motorola Products and Services in accordance with the Purchase Agreement, which is attached as Exhibit B. Payment shall be made in accordance with the terms set forth in the Agreement with the first payment due in one year (Nov. 1, 2026). Additional payment terms and options are listed in the Agreement. Restricted funds from Radio System Towers and Maintenance will be utilized for payments that begin in Nov. 2026. Equipment pricing is based on piggybacking Sourcewell competitive pricing.

Is Funding Required (Yes/No):
Yes

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

FD1072 - Radio System Towers & Maintenance
CC1259 - Radio System Towers & Maintenance 564100 - Machinery & Equip - Cap

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description	Type	Upload Date	File Name
P25.2025VirtualPrimeMotorola_Agreement	Agreement/Contract	10/24/2025	P25.2025VirtualPrimeMotorola_Agreement.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	10/21/2025 - 4:48 PM	Item Pushed to Agenda

Section 1

Contractual Documentation

Pursuant to Section 6, subsection B of the Sourcewell Contract Number 042021-MOT, the following additional terms and conditions apply to this offering.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and Clay County, a political subdivision of the State of Florida ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature on the Agreement (the "**Effective Date**").

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Equipment, Products and Services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein (the "Contract"); and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of Public Safety Equipment, Products and Services offered by Motorola to the Customer.

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola along with the Services set forth in the Proposal, which includes the installation and configuration of the Products. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any)

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specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products and Services, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Contact Data" means data Motorola collects from Customer for contact purposes, including, without limitation, contract fulfillment, marketing, advertising, licensing, and sales activities.

"Customer Data" means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Delivery**" means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or

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licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means Motorola's Proposal dated October 7, 2025, attached hereto as Exhibit A and incorporated herein by reference, which includes solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, warranty, Acceptance Test Plan ("**ATP**"), and other documents setting forth the Services and Products to be purchased by Customer and provided by Motorola.

"Process" or "Processing" means any operation or set of operations which is performed on Customer Data, which may include Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Purchase Agreement" means Purchase Agreement #25743, attached hereto as Exhibit B, by which Customer will finance and pay for the Contract Price.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, and Maintenance & Support Services.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" means data generated about the use of the Products and Services through Customer's use or Motorola's support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

"Site" or **"Sites"** means the location where the Integration Services or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

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"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

"Third Party Data" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Intentionally Omitted.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in the Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. Intentionally Omitted.

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's

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premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Intentionally Omitted.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If

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Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Customer agrees to pay to Motorola the total Contract Price of $1,468,328.00, for the Products and Services addressed under this Agreement. The payment terms are set forth in the Pricing Summary of the Proposal and Purchase Agreement #25743, attached hereto as Exhibit B. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and the Purchase Agreement, and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. The Contract Price is inclusive of all Fees for the Products. Changes in the scope of Products and/or Services described in the Proposal shall be subject to section 3.10 of this Agreement.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth. In that the Customer 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 Customer shall provide proof of its exempt status upon reasonable request.

5.4. Invoicing. Customer has decided to finance the purchase of the Motorola Products and Services contemplated herein through the Purchase Agreement with Motorola Solutions Credit Corporation ("MSCC"), Payment of invoices for such purchase shall be made in accordance with the terms of the Purchase Agreement. Disbursement of financing proceeds under the Purchase Agreement will satisfy the applicable invoices, and the payment schedule set forth therein shall control all related payments under this Agreement.

5.5. Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Clay County Comptroller's office
Address: Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043, Attn: Accounts Payable

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E-INVOICE. To receive invoices via email
Customer Accounts Payable Email: invoices@clayclerk.com
Customer CC (optional) Email: fred.robinson@claycountygov.com

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Fred Robinson
Address: 2519 State Road 16 W, Green Cove Springs, FL 32043

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Fred Robinson
Address: 2519 State Road 16 W, Green Cove Springs, FL 32043
Phone: 904-481-9996

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in the Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in the Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

5.11. Appropriated Funds. Motorola acknowledges that in the budget for each fiscal year of the Customer 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,

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and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the Customer is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year. Notwithstanding the above, the Customer will pay Motorola for all conforming services rendered, and equipment or parts provided, up to the date of termination.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products).

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If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

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7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while

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performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law and without waiving any immunity or limitation of liability provided under Section 768.28, Florida Statutes, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim. Nothing in this Agreement is intended to serve as a waiver of Customer's sovereign

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immunity nor does it extend Customer's liability beyond the limits established in Section 768.28, Florida Statutes. Customer does not waive any defense of sovereign immunity or increase the limits of its liability by entering into this Agreement.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE CONTRACT PRICE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

10.2. Motorola acknowledges Customer'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. Motorola shall comply with all requirements of Chapter 119, Florida Statutes,

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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 Customer.

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS 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.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance**.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise,

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System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with “Beneficial Use” defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer’s payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola’s performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) any additional costs or changes arising from the delay, including, but not limited to, out-of-pocket costs incurred by Motorola or its affiliates, vendors, or subcontractors, shall be payable if approved through the formal change order process described in this Agreement, which shall not be unreasonably withheld.

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Clay County, Florida, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Clay County, Florida. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Insurance. Motorola shall secure and maintain in effect at all times during the term of this Agreement, and any Change Orders hereof, insurance of the following types and with such terms and limits:

a. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits of:

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

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

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

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

c. Workers' Compensation and Employer's Liability
Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits of:

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

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

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

15.2. The certificates of insurance for the Commercial General Liability and Automobile Liability, shall include "**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 certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the retroactive date will be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

15.3. 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.

15.4. Scrutinized Companies Certification. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that Motorola is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes, unless authorized by the United States Government. In accordance with Section 287.135(3), Florida Statutes, the Customer shall have the option of terminating this Agreement if Motorola is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria , or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes, unless authorized by the United States Government. Notwithstanding the above, Motorola does have business operations in Sudan and Syria in the form of support for various United Nations missions. This support is only provided after approval from the US Government in the form of an export license from the US Department of Commerce.

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15.5. E-Verify Requirement. Pursuant to Section 448.095, Florida Statutes, Motorola 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 Motorola during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide Motorola with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, Motorola must provide evidence of compliance with this provision. Failure to comply with this Section is a material breach of the Agreement, and the Customer shall have the option of terminating this Agreement at its discretion.

15.6. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Motorola, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. Motorola 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, Motorola does use coercion for labor or services, Motorola will immediately notify the Customer 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.

15.7. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.8. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement. Motorola shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Customer reserves the right to examine and/or audit such records, excluding product cost data which Motorola considers confidential and proprietary information to Motorola.

15.9. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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15.10. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.11. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.12. Independent Contractors. 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. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.13. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.14. Interpretation. The section headings in this Agreement are included only for convenience The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.15. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.16. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.17. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.18. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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The Parties hereby enter into this MCA as of the Effective Date.

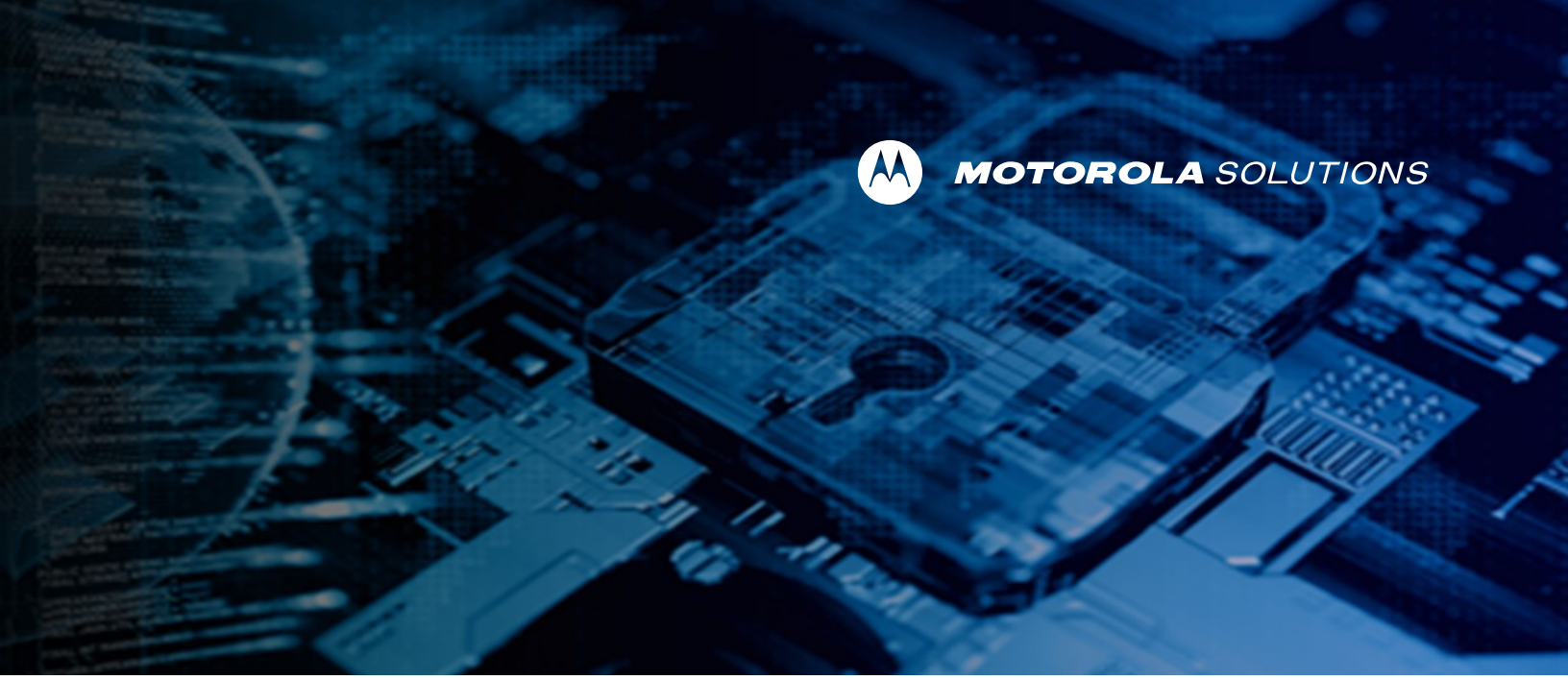
Motorola Solutions, Inc.	**Customer: Clay County, a political subdivision of the State of Florida**
By: _____	By: _____
Name: _____	Name: Kristen Burke
Title: _____	Title: Vice-Chairman
Date: _____	Date: _____

ATTEST:

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

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EXHIBIT A
PROPOSAL



Proposal

Clay County BOCC

Virtual Prime w/ Geo-Prime & Core Site Relocation & Cirrus Central Upgrade

USFL23P035

October 7, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

October 7, 2025

Dean Hane
Clay County Board of County Commissioners
477 Houston Street
Green Cove Springs, FL 32043

Subject: Virtual Prime w/ Geo-Prime & Core Site Relocation & Cirrus Central Upgrade

Dear Dean,

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide the Clay County Board of County Commissioners with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the upgrade of the Clay County Board of County Commissioners existing G-Series prime sites to the D-Series Virtual Prime and relocate the existing Core to the Ash Road RF tower subsite.

The products and services shall be provided under the terms and conditions of the Sourcewell contract # 042021-MOT; and its applicable Motorola Solutions Customer Agreement (MCA). The Clay County Board of County Commissioners may accept the proposal, which remains valid until October 31, 2025 by delivering to Motorola the executed documents attached. We look forward to your positive review of our proposal, subsequent discussions, and helping the Clay County Board of County Commissioners achieve your communication goals and objectives. Should any questions arise regarding the information we have provided here, please do not hesitate to contact your Account Manager, Eric Lazo, at (239) 776-8143.

We thank you for the opportunity to furnish the Clay County Board of County Commissioners with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Daniel Sanchez
Territory Vice President - Florida

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Contractual Documentation 24

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Section 1

Solution Overview

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide Clay County with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this firm proposal is for the upgrade of Clay County’s existing G-Series simulcast prime sites to the D-Series virtualized prime platform and relocate their existing Primary Core to the Ash Road RF Subsite shelter. This solution provides:

- Upgrading the existing G-Series simulcast prime site to the D-Series virtualized prime platform. The new D-Series virtualized prime site equipment will be installed at the Ash Road RF Subsite shelter. The current G-Series prime site equipment is located at CCSO Dispatch and that equipment will be removed following the cutover.
- Upgrading the existing G-Series Geo-Prime site at the Fairgrounds to the D-Series virtualized prime platform.
- Relocate the existing Primary Core Site from its current location at the CCSO Dispatch site to the Ash Road RF Subsite shelter.
- Upgrade today’s Basic CirrusCentral Management to Advanced for one year, for enhanced features and greater insights.

1.1 Virtualized Prime Site

1.1.1 How It Works

Simulcast operation relies on the ability to choose the best received signal from multiple sites and re-transmit without causing interference. The ASTRO Virtualized Prime Site is an on-prem configuration that compares real-time audio from multiple sites and aggregates the highest quality audio frames to pass on. It then synchronizes each transmitter to mitigate interference and ensure the best quality audio is received at the subscriber radio. Software virtualization enables one hardware unit to simultaneously run multiple virtual applications, thereby creating a high-availability architecture in a small and easy to manage form factor.

1.1.2 Benefits of a Virtualized Prime Site

Built for ASTRO trunking systems, the Virtualized Prime Site combines dependable radio coverage with architecture designed for administrative convenience. Site Controller and

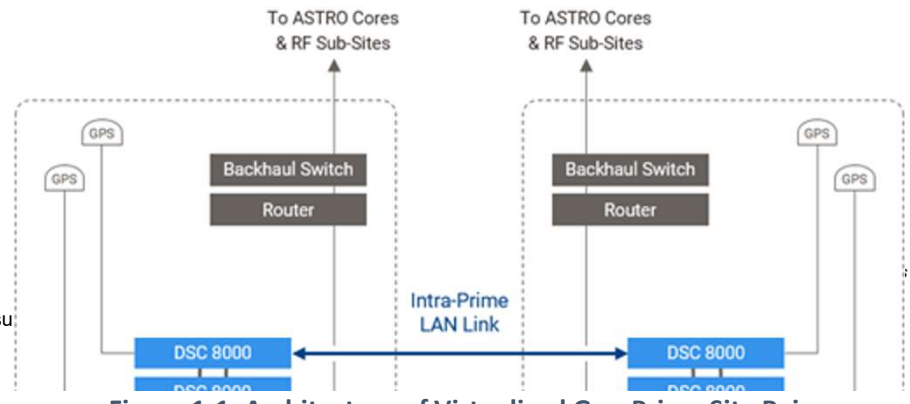


Figure 1-1: Architecture of Virtualized Geo-Prime Site Pair

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Comparator voting applications are virtualized onto a common hardware platform, consolidating Fault Management and Configuration capabilities into a centralized location and allowing for easier implementation and maintenance. Virtualization also enables software-only expandability. For example, when adding channels to a simulcast sub-system the Prime Site only needs to add voting software licenses to expand the capacity up to 18 channels. As no additional hardware is required, this expansion can be done remotely. Further expansion up to 30 channels is also possible with the addition of an extra pair of DSC 8000 controllers and voting software licenses.

This fully redundant platform offers a new, web-based configuration tool and access to critical applications for more advanced support without the need for additional hardware. With less equipment to maintain, less power consumed, and a smaller physical footprint, the Virtualized Simulcast Prime Site lowers Clay County's cost of ownership.

The proposed Virtualized Simulcast Prime Site supports the following features and configurations:

- Geo-Redundancy.
- Hardware support for up to 18 Channels/Carriers.
- Proposal includes licensing for 11 channels.
- Up to 32 Remote Sub-sites.

1.1.3 DSC 8000

As part of the Virtualized Prime Site, the DSC 8000 consolidates the capabilities of a site controller and voting comparator of the ASTRO trunking simulcast sub-system into a single hardware unit. The DSC 8000 assigns voice and data channels, manages and reports alarms, provides Ethernet switching capabilities, and offers a timing reference for simulcast synchronization. An internal GPS reference with rubidium backup is integrated into the DSC 8000.

The DSC 8000 also provides an IP-based voting and simulcast operation for trunking channels, picking up audio from multiple sites, and performs a frame-by-frame analysis to build a high quality composite audio package for transmission. The DSC 8000 is provided in a redundant configuration, which means no single point of failure will cause the loss of any functionality or capacity at the Prime Site.

1.1.4 Networking

In an ASTRO System that includes paired Virtualized Geo-Prime sites, both the Prime and Geo-Prime site have a single router and backhaul switch. The Geo-Prime site provides the redundancy in the event of a failure of one of those devices at the main Virtualized Prime site.

1.1.5 Geographically Redundant ASTRO 25 Prime Site

MAINTAIN WIDE-AREA COMMUNICATIONS DURING THE WORST DISASTERS

Geographically redundant ASTRO 25 prime sites ("Geo-Prime") keep wide-area simulcast subsystems operating even after a catastrophic loss of one of the prime sites. If the prime site becomes unavailable, the system automatically restores wide area operation with the secondary prime site.

SWITCHOVER IS FAST, AUTOMATIC

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The ASTRO 25 system keeps users connected through a major catastrophe:

- Full functionality is provided on all the channels at the subsites.
- Redundant systems are easy to operate
  - All equipment is centrally managed
  - Simple, familiar system configuration and maintenance
  - Multiple locations appear to the system as a single prime site

Networking

The Virtualized Prime Site routers are geographically redundant and provide connectivity to both the ASTRO 25 core and RF sub-sites. In addition, geographically redundant backhaul switches connect to Ethernet links (e.g. point-to-point Ethernet links, or to connect to multiple ports on the Ethernet WAN transport backhaul network).

1.2 Primary Core Relocation from CCSO to Ash Road

As part of this proposal, Motorola has included the costs to relocate Clay County's existing Master Core from the CCSO Dispatch site to the Ash Road RF Subsite shelter. These costs include:

- Physically relocating the Master Core equipment cabinets between the two locations.
- One (1) new SAR-8 MPLS Router and associated PMC Cards/SFPs.
- One (1) new Fortigate Firewall
- Reconfiguration services

1.3 CirrusCentral Management Solution Overview

This proposal outlines the upgrade of Clay County's existing CirrusCentral solution to the Advanced offering. Upgrading from the Basic to the Advanced CirrusCentral Management provides a more comprehensive and proactive approach to managing your ASTRO 25 system. This upgrade delivers enhanced features that offer greater insight into network operations, improve troubleshooting capabilities, and allow for more customizable fault notifications. Prior to the commencement of the one-year CirrusCentral solution term, a trial version of the CirrusCentral Advanced solution will be offered following the completion and sign-off of the master site relocation effort. As part of the CirrusCentral Advanced solution, configuration assistance and training will be provided through scheduled office hours with our solution specialist.

With unlimited user accounts and a full year of historical data storage, the Advanced solution empowers your team with powerful tools such as Anomaly Detection, real-time Call Monitoring, and detailed reporting on radio activity, system utilization, and more. These advanced features will enable your team to make more informed decisions, proactively address potential issues, and optimize the performance of your critical communications network.

The CirrusCentral Management Basic service is currently included with the existing SUA agreement for no additional charge until SUA contract expiration. The following subsections describe the differences between the CirrusCentral Basic and Advanced.

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1.3.1 CirrusCentral Management Basic

The CirrusCentral Management Basic solution includes following:

- 5 User Accounts.
- 90 Days of Historical Data Storage.
- System Health Dashboard – At a glance view of the overall system health.
- Alarm and Events List – A list of real-time faults reported in the system.
- System Topology Drill Down – A hierarchical view of the customer system with the ability to move up or down the system tree to see the device relationships. Faults are also incorporated into this view.
- Provisioning – Search for and edit radios on the Customer system. Add/Remove/Clone radios.
- Diagnostic Commands – Perform remote diagnostics, verify device status, change device state, and reset devices remotely.

1.3.2 CirrusCentral Management Advanced

CirrusCentral Management Advanced provides enhanced features for an additional charge. This functionality provides greater insight into network operation, flexible fault event groupings, and configurable notifications. The advanced feature capability includes the following:

- Unlimited User Accounts.
- 1 Year Historical Data Storage.
- Alarm Aggregation – Group alarms together using manual groupings or automatic rules for a more concise view of system faults.
- Anomaly Detection – By analyzing events and activity, Anomaly Detection gains a baseline of what is normal for the specific radio system. Unusual events and activity will then be detected and reported for the system manager to investigate.
- Call Monitoring – View live call traffic by talkgroup, channel, and site on your system. Identify channel faults and quickly see live affiliations per site.
- Email and SMS Fault Notifications – Customizable fault notifications via SMS or email based on alarm severity.
- Reporting:
    - **Radio Activity** – A report that shows registrations, affiliations, and site switching of radios in your system.
    - **Availability** – A report that shows your ASTRO 25 system availability at a site or system level.
    - **Utilization** – A report that shows the percent of system resource use.
    - **Billing** – A report that shows PTTs and Talktime by talkgroup or agency (July’21).
    - **Communication Issues -** A report that provides details about system busies and rejects.
    - **Cloned ID** – A report to identify Duplicate Radio IDs in your system.

  Site Load View – A real-time view of each site's loading capacity and wide-trunking status.

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Section 2

Implementation Statement of Work

This Statement of Work (SOW) describes the deliverables to be furnished to Clay County. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and Clay County to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for Motorola Solutions and Clay County during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for Motorola Solutions and Clay County.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by all parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

2.1 Responsibility Matrix

Motorola will use a phased approach for successfully implementing Clay County's system.

These phases are broken down by:

- Project Initiation
- Site Preparation And Development
- System Installation
- System Optimization And Testing

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X

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Tasks	Motorola Solutions	Customer
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	

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Tasks	Motorola Solutions	Customer
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.	X	X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system		X

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Tasks	Motorola Solutions	Customer
equipment.		
Ensure that required rack space is available for installation of the new equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide backup power, as required.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Provide power to the top of each proposed rack.		X
Provide appropriately sized breakers in the AC panel at sites to support the needs of the proposed system.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Prepare site drawings showing the layout of new and existing equipment.	X	
Review and approve site drawings.		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits.	X	
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X

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Tasks	Motorola Solutions	Customer
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Provide one-time mobilization of construction crews.	X	
Correct any R56 deficiencies.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.	X	X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging (NOT customer witnessed)		
Ship all equipment needed for staging to Motorola Solutions' factory for staging.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	

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Tasks	Motorola Solutions	Customer
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Perform factory functional acceptance tests of system features	X	
Conduct site and system level testing.	X	
Perform system burn-in 24 hours a day during staging to isolate and capture any defects.	X	
Pack and ship the racked equipment to the field to finalize staging of equipment.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
MCA will receive and provide a secure location for solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.	X	X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet. Unless noted otherwise in the proposal, network cable lengths are assumed to be 25 feet or less, and to be run within the same equipment room. Also, up to 2 network cables are assumed per site.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system within 15 feet.	X	
Label Motorola-supplied equipment, racks, and cables.	X	

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Tasks	Motorola Solutions	Customer
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
ASTRO 25 Core and Remote Site Installation and Configuration and CirrusCentral Upgrade		
Relocate the existing Primary Core Site from its current location at the CCSO dispatch site to the Ash Road RF Subsite shelter	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.	X	X
Configure ASTRO 25 system to support the new RF sites.	X	
Integrate the RF sites into the system to ensure proper operation.	X	
Upgrade the existing CirrusCentral service from the Basic to the Advanced offering.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions’ R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	

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Tasks	Motorola Solutions	Customer
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted. See section 3, FATP, for additional details.	X	X
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
Cutover		
Finalize Cutover Plan.	X	X
Conduct a cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on the system.	X	X

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Tasks	Motorola Solutions	Customer
Resolve punch list items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list items.		X
Deliverable: Migration to new system completed, and punch list items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

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2.2 Assumptions

This proposal is based on the following list of assumptions:

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, site grounding, and HVAC to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the County.
- This design is based on current ASTRO 25 system release, 2022.1.
- This design will re-use existing equipment where applicable. This design assumes all re-used equipment is properly functioning.
- This upgrade does not include modifying the performance or components of any "active" RF components (i.e. Transmitters, Receivers, antenna system components, or configurations). Therefore, Motorola does not anticipate RF interference to result from this upgrade. Should RF interference occur, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- The Fairgrounds RF subsite shelter will need to have sufficient space to house both the existing G-series prime equipment and the new Virtual Prime equipment rack until such time as the cutover and ATP are completed. Once the ATP is completed the existing G-series prime site equipment will be removed.
- The Virtualized Prime Site equipment will be “Rack and Stack” staged at Motorola’s CCSI staging facility. No customer witnessed staging is included.
- As the customer is already using the DSR core, the core relocation should cause minimal disruption. During the virtual and geo prime migrations, the geo will be used to further minimize service interruptions. To ensure a smooth process, it is essential to collaborate closely with the customer and set proper expectations.

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Section 3

Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that Clay County solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A mutually agreed upon FATP will be developed and finalized during project implementation by Motorola Solutions in coordination with Clay County.

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Section 4

Service/Warranty

All Motorola supplied equipment comes with Motorola's standard 12-month warranty. As part of this proposal, Motorola has included one year of Nokia's Warranty Services to cover the new Nokia MPLS equipment. Nokia's Warranty Services include the following:

- Hardware Maintenance Remote Tech Support
  - Required for all other services.
- Software Subscription
  - Allows the County access to download all new software updates for the Nokia MPLS routers.
- Advanced Exchange – NBD
  - Covers the Nokia MPLS hardware against any hardware defects.
  - Any issues found with the Nokia hardware will be replaced with the same model hardware the Next Business Day (NBD).

Please note that as a 3rd-party service Nokia's warranty coverage period begins on the date of shipment of the Nokia hardware.

The CirrusCentral Management Solution is included during the one-year warranty period. After the warranty expires, the system will transition to the existing 10-year support agreement between Motorola Solutions and Clay County, which remains in effect through April 2028.

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Section 5

Project Preliminary Schedule

Here is a preliminary schedule for the work to be completed for Clay County. A more detailed and concrete schedule will be produced during the Customer Design Review (CDR).

Task Name	Duration	Start	Finish
Clay County Virtual Prime w/Geo, Core Relocation and CirrusCentral Advanced Upgrade	**235 d**	**Mon 11/10/25**	**Wed 10/14/26**
Project Initiation	**11 d**	**Mon 11/10/25**	**Mon 11/24/25**
Award (Project Set Up)	5 d	Mon 11/10/25	Fri 11/14/25
Internal Project Plan/Design Review	5 d	Mon 11/17/25	Fri 11/21/25
Post Sale Transition Meeting Completed	1 d	Mon 11/24/25	Mon 11/24/25
Project Planning	**25 d**	**Mon 11/24/25**	**Fri 1/2/26**
Customer Design Review (CDR)	15 d	Mon 11/24/25	Tue 12/16/25
Contract Change Order Process	5 d	Wed 12/17/25	Tue 12/23/25
Update Project Plans (Post CDR)	5 d	Fri 12/26/25	Fri 1/2/26
Project Execution	**185 d**	**Wed 12/17/25**	**Wed 9/9/26**
Procurement and Order Placement (based on the longest equipment lead time)	70 d	Wed 12/17/25	Mon 3/30/26
System Staging for Virtual and Geo Prime Equipment	20 d	Tue 3/31/26	Mon 4/27/26
Receive and Inventory Equipment	10 d	Tue 4/28/26	Mon 5/11/26
System Installation (Prime, Geo and Zone Core Relocation)	45 d	Tue 5/12/26	Tue 7/14/26
System Optimization	15 d	Wed 7/15/26	Tue 8/4/26
CirrusCentral Management Advanced upgrade	5 d	Wed 8/5/26	Tue 8/11/26
System Acceptance Test	15 d	Wed 8/12/26	Tue 9/1/26
System Cutover	5 d	Wed 9/2/26	Wed 9/9/26
Project Close	**25 d**	**Thu 9/10/26**	**Wed 10/14/26**
Finalize System Documentation	20 d	Thu 9/10/26	Wed 10/7/26
Punchlist Resolution	20 d	Thu 9/10/26	Wed 10/7/26
Final Acceptance	0 d	Wed 10/7/26	Wed 10/7/26
Complete Service Transition Meeting	5 d	Thu 10/8/26	Wed 10/14/26

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Section 6

Equipment List

This section lists the equipment necessary for the proposed solution.

APC	QTY	Part #	Description	Unit List	Ext List	Disc	Unit Disc	Ext Disc
677	1	SQM01SUM0320A	VIRTUALIZED PRIME SITE	$10,070.00	$10,070.00	15.00%	$8,559.50	$8,559.50
677	1	CA03523AA	ADD: REPLACEMENT PRIME SITE	$0.00	$0.00	15.00%	$0.00	$0.00
677	1	CA03525AA	ADD: HW SUPPORT UP TO 18 CARRIERS	$22,260.00	$22,260.00	15.00%	$18,921.00	$18,921.00
677	1	CA03529AA	ADD: INT. GPS TIMING REFERENCE W/ RUBIDIUM	$25,440.00	$25,440.00	15.00%	$21,624.00	$21,624.00
677	1	CA03531AA	ADD: PRIME SITE AC POWER	$2,332.00	$2,332.00	15.00%	$1,982.20	$1,982.20
677	1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT	$0.00	$0.00	15.00%	$0.00	$0.00
677	1	CA03857AA	ADD: ASTRO SYSTEM RELEASE 2022.1	$0.00	$0.00	15.00%	$0.00	$0.00
677	11	UA00702AA	ADD: TRUNKING MULTISITE VOTING LICENSE, PER CARRIER	$19,610.00	$215,710.00	15.00%	$16,668.50	$183,353.50
677	1	UA00704AA	ADD: MULTISITE PRIME TRUNKING LICENSE	$132,500.00	$132,500.00	15.00%	$112,625.00	$112,625.00
677	1	UA00707AA	ADD: DSC INTERNAL RUBIDIUM LICENSE	$9,540.00	$9,540.00	15.00%	$8,109.00	$8,109.00
677	1	CA03546AA	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT	$0.00	$0.00	15.00%	$0.00	$0.00
677	1	CA03546AA-P	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT PRICE	$17,024.00	$17,024.00	15.00%	$14,470.40	$14,470.40
677	1	CA03552AA	ADD: SINGLE BACKHAUL SWITCH	$0.00	$0.00	15.00%	$0.00	$0.00
677	1	CA03552AA-P	ADD: SINGLE BACKHAUL SWITCH PRICE	$5,831.00	$5,831.00	15.00%	$4,956.35	$4,956.35
780	1	CB001133A05	CABLE,ASTRO: 125' REMOTE GPS CABLE	$866.70	$866.70	10.00%	$780.03	$780.03
677	1	SQM01SUM0320A	VIRTUALIZED PRIME SITE	$10,070.00	$10,070.00	15.00%	$8,559.50	$8,559.50
677	1	CA03523AA	ADD: REPLACEMENT PRIME SITE	$0.00	$0.00	15.00%	$0.00	$0.00
677	1	CA03525AA	ADD: HW SUPPORT UP TO 18 CARRIERS	$22,260.00	$22,260.00	15.00%	$18,921.00	$18,921.00
677	1	CA03529AA	ADD: INT. GPS TIMING REFERENCE W/ RUBIDIUM	$25,440.00	$25,440.00	15.00%	$21,624.00	$21,624.00
677	1	CA03531AA	ADD: PRIME SITE AC POWER	$2,332.00	$2,332.00	15.00%	$1,982.20	$1,982.20
677	1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT	$0.00	$0.00	15.00%	$0.00	$0.00

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677	1	CA03857AA	ADD: ASTRO SYSTEM RELEASE 2022.1	$0.00	$0.00	15.00%	$0.00	$0.00
677	11	UA00702AA	ADD: TRUNKING MULTISITE VOTING LICENSE, PER CARRIER	$19,610.00	$215,710.00	15.00%	$16,668.50	$183,353.50
677	1	UA00708AA	ADD: MULTISITE GEO-REDUNDANT PRIME TRUNKING LICENSE	$76,850.00	$76,850.00	15.00%	$65,322.50	$65,322.50
677	1	UA00707AA	ADD: DSC INTERNAL RUBIDIUM LICENSE	$9,540.00	$9,540.00	15.00%	$8,109.00	$8,109.00
677	1	CA03546AA	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT	$0.00	$0.00	15.00%	$0.00	$0.00
677	1	CA03546AA-P	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT PRICE	$17,024.00	$17,024.00	15.00%	$14,470.40	$14,470.40
677	1	CA03552AA	ADD: SINGLE BACKHAUL SWITCH	$0.00	$0.00	15.00%	$0.00	$0.00
677	1	CA03552AA-P	ADD: SINGLE BACKHAUL SWITCH PRICE	$5,831.00	$5,831.00	15.00%	$4,956.35	$4,956.35
780	1	CB001133A05	CABLE,ASTRO: 125' REMOTE GPS CABLE	$866.70	$866.70	10.00%	$780.03	$780.03
708	1	DSMW3HE06791AA	SAR-8 SHELF V2	$1,889.25	$1,889.25	20.00%	$1,511.40	$1,511.40
708	1	DSMW3HE02784RA	SAR RELEASE 22.X BASIC OS LICENSE	$699.72	$699.72	20.00%	$559.78	$559.78
708	1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC	$831.26	$831.26	20.00%	$665.01	$665.01
708	2	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	$2,881.20	$5,762.40	20.00%	$2,304.96	$4,609.92
708	2	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP	$5,700.12	$11,400.24	20.00%	$4,560.10	$9,120.19
708	2	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER	$1,275.96	$2,551.92	20.00%	$1,020.77	$2,041.54
207	2	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK	$319.00	$638.00	10.00%	$287.10	$574.20
708	2	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING	$214.03	$428.06	20.00%	$171.22	$342.45
708	4	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM - 40/85C	$271.66	$1,086.64	20.00%	$217.33	$869.31
708	4	DSMW3HE00028CA1	SFP - GIGE LX - LC ROHS 6/6 DDM - 40/85C	$819.09	$3,276.36	20.00%	$655.27	$2,621.09
509	1	TRN7343A	RACK 7.5'	$708.40	$708.40	15.00%	$602.14	$602.14
708	2	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP	$5,700.12	$11,400.24	20.00%	$4,560.10	$9,120.19
708	1	DSFG40F	5 X GE RJ45 PORTS (INCLUDING , 1 X WAN PORT, 4 X INTERNAL PORTS)	$640.34	$640.34	20.00%	$512.27	$512.27

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708	1	DSFC100040F2470236	FORTICARE PREMIUM SUPPORT (3 YR)	$384.20	$384.20	20.00%	$307.36	$307.36
708	1	DSSPRACKTRAY02	RACK MOUNT TRAY FOR ALL FORTIGATE E SERIES AND F SERIES DESKTOP MODELS AND BACKWARD COMPATIBLE WITH SP-RACKTRAY-01. FOR LIST OF COMPATIBLE FORTIGATE PRODUCTS, VISIT DOCUMENTATION WEBSITE	$265.31	$265.31	20.00%	$212.25	$212.25

Equipment List Price	$869,460	Equipment with Discount	$737,129
		Sourcewell Discount	($132,331)

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Section 7

Pricing Summary

Motorola is pleased to provide the following equipment and services to Clay County:

Description	Price ($)
Equipment	$869,460
Implementation Services	$953,617
Upgrade to CirrusCentral Management Advanced 1 Year	$55,000
Subtotal	**$1,878,077**
Sourcewell Discount	**-$132,331**
Contract Price after Sourcewell Discount	**$1,745,746**
Additional Incentive Purchased as Proposed by 10/31/25	**-$222,418**
Additional Incentive CirrusCentral Advanced 1 year*	**-$55,000**
Total System	**$1,468,328**

Incentives based on signed agreement received on or before 10/31/25*

Payment Milestones

For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Purchase Agreement #25743.

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

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EXHIBIT B
PURCHASE AGREEMENT

September 30, 2025

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

Enclosed for your review, please find the documentation in connection with the radio equipment to be provided from Motorola. The terms outlined in Purchase Agreement#25743 are valid for contracts that are executed and returned to Motorola on or before **October 31, 2025**. After **10/31/25**, the Seller reserves the option to re-quote and re-price the Agreement based on current market conditions.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT CORPORATION
Bill Stancik

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BUYER FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address: Clay County Board of County Commissioners
   P.O. Box 988
   Green Cove Springs FL, 32043
   Attention: Cindy Atkinson
   Phone: (904) 529-3865

2. Buyer County Location: Clay County, Florida

3. Federal Tax I.D. Number: 59-6000553

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing:_____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address: Dean Hane
   Director of Management Information Systems
   2519 State Road 16 W
   Green Cove Springs, FL 32043
   Phone: (904) 529-2764

7. Payment remit to address**:**

Motorola Credit Corp.
P.O. Box 71132
Chicago IL 60694-1132

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PURCHASE AGREEMENT

Agreement Number: 25743

BUYER:	**SELLER:**
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS 477 Houston Street Green Cove Springs FL 32043	Motorola Solutions, Inc. 500 West Monroe Chicago IL 60661

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Purchase Agreement("Agreement").

1. TERM. This Agreement will become effective upon the execution hereof by Seller. The Term of this Agreement will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof, or the early termination option provided in Section 18 is exercised, this Agreement will continue until the date all Payments set forth on Schedule B attached hereto are paid in full ("Agreement Term").

2. PAYMENTS. Buyer agrees to pay to Seller or its Assignee installment payments (the "Payments"), including the interest portion in the amounts specified in Schedule B. The Payments will be payable without notice or demand at the office of the Seller (or such other place as Seller or its Assignee may from time to time designate in writing), and will commence on the first Payment Date as set forth in Schedule B and thereafter on each of the Payment Dates set forth in Schedule B. Any payments received later than forty-five (45) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Buyer reasonably believes that funds can be obtained sufficient to make all Payments during the Agreement Term. Buyer will seek funding each year as a part of its budget process. It is Buyers intent to make Payments for the full Agreement Term if funds are legally available therefore and in that regard Buyer represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Buyer's obligation to make Payments and to pay any other amounts payable under this Agreement constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Buyer has not pledged and will not pledge its full faith and credit or its taxing power to pay any Payments or any other amounts under this Agreement. Neither Buyer nor any Assignee (described below) may compel the levy of any ad valorem taxes by Buyer to make Payments or any other amounts under this Agreement.

3. DELIVERY AND ACCEPTANCE. Seller will cause the Equipment to be delivered to Buyer at the location specified in Schedule A ("Equipment Location"). Buyer will accept the Equipment as soon as it has been delivered and is operational. Buyer will evidence its acceptance of the Equipment either (a) by executing and delivering to Seller a Delivery and Acceptance Certificate in the form provided by Seller; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Buyer has not executed and delivered to Seller a Delivery and Acceptance Certificate or other form of acceptance acceptable to Seller, if Seller believes the Equipment has been delivered and is operational, Seller may require Buyer to notify Seller in writing (within five (5) days of Buyer's receipt of Seller's request) whether or not Buyer deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Buyer. If Buyer fails to so respond in such five (5) day period, Buyer will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Buyer had in fact executed and delivered to Seller a Delivery and Acceptance Certificate or other form acceptable to Seller.

4. REPRESENTATIONS AND WARRANTIES. Seller acknowledges that the Equipment purchased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to the Contract (the "Contract") covering the Equipment. Sellor acknowledges that the Equipment financed hereunder is being manufactured and installed by Seller pursuant to contract (the *"Contract"*) covering the Equipment. Buyer acknowledges that upon execution of the Agreement by Seller, Seller will immediately sell and assign Seller's right, title and interest in and to this Agreement and the Equipment to Motorola Solutions Credit Company LLC (*"Initial Assignee"*). The Initial Assignee reserves the right to further assign its right, title and interest in and to this Agreement and the Equipment to a subsequent assignee ("Assignee"). BUYER FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN BUYER AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY BUYER "AS IS" AND "WITH ALL FAULTS". BUYER AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH SELLER AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER SELLER NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE PURCHASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY BUYER OR ANY THIRD PARTY.

Seller is not responsible for, and shall not be liable to Buyer for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Agreement to the contrary, in the event the funds appropriated by Buyer's governing body or otherwise available by any means whatsoever in any fiscal period of Buyer for Payments or other amounts due under this Agreement are insufficient therefor, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer of any kind whatsoever, except as to the portions of Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Buyer will immediately notify the Seller or its Assignee of such occurrence. In the event of such termination, Seller may request by written notice that Buyer promptly deliver the Equipment to Seller or its Assignee. In the event that Buyer agrees to deliver the Equipment to Seller, Buyer hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Agreement. In the event that Buyer does not return the Equipment to Seller, Seller may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. BUYER CERTIFICATION. Buyer represents, covenants and warrants that: (i) Buyer is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Payments shall be excludable from Seller's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Buyer of this Agreement have been duly authorized by all necessary action on the part of the Buyer; (iv) this Agreement constitutes a legal, valid and binding obligation of the Buyer enforceable in accordance with its terms; (v) Buyer will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Seller; (vi) Buyer will not do or cause to be done any act which will cause, or by omission of any act allow, the Agreement to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Buyer will not do or cause to be done any act which will cause, or by omission of any act allow, this Agreement to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Buyer will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Buyer will be the only entity to own, use and operate the Equipment during the Agreement Term.

Buyer represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Agreement in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Agreement for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Buyer breaches the covenants contained in this Section, the interest component of Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event,

notwithstanding anything to the contrary contained in Section 11 of this Agreement, Buyer agrees to pay promptly after any such determination of taxability and on each Payment date thereafter to Seller an additional amount determined by Seller to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Buyer pursuant to this Section 6 shall be subject to the limitations set fort in section 2 and 5 hereof.

It is Seller's and Buyer's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Seller's and Buyer's intention that Buyer be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Agreement Term, title to the Equipment will vest in Buyer and Sellor will have no security interest therein. Notwithstanding the obligations of Buyer to make the Payments, this Agreement shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Seller shall have no right to involuntarily dispossess Buyer of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Buyer will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Buyer, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Buyer will not make any alterations, additions or improvements to the Equipment without Seller's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Seller's prior written consent which will not be unreasonably withheld. Seller will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Buyer shall keep the Equipment free and clear of all levies, liens and encumbrances. Buyer shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Seller's income. If Buyer fails to pay said charges and taxes when due, Seller shall have the right, but shall not be obligated, to pay said charges and taxes. If Seller pays any charges or taxes, Buyer shall reimburse Seller therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Buyer assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Buyer of the obligation to make Payments or to perform any other obligation under this Agreement. In the event of damage to any item of Equipment, Buyer will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Seller determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Buyer at the option of Seller will: either (a) replace the same with like equipment in good repair; or (b) on the next Payment date, pay Seller the sum of : (i) all amounts then owed by Buyer to Seller under this Agreement, including the payment due on such date; and (ii) an amount equal to all remaining Payments to be paid during the Agreement Term as set forth in Schedule B.

In the event that Buyer is obligated to make such payment with respect to less than all of the Equipment, Seller will provide Buyer with the pro rata amount of the Payment and the Balance Payment (as set forth in Schedule B) to be made by Buyer with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Buyer will, at its expense, maintain at all times during the Agreement Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Seller, or, with Seller's prior written

consent, Buyer may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Buyer as an insured, and will contain a clause requiring the insurer to give Seller at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Buyer as its interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Buyer will deliver to Seller a certificate evidencing such insurance. In the event that Buyer has been permitted to self-insure, Buyer will furnish Seller with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Buyer will promptly provide Seller with written notice thereof and make available to Seller all information and documentation relating thereto.

14. INDEMNIFICATION. Buyer shall, to the extent permitted by law, indemnify Seller against, and hold Seller harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. Seller is a governmental entity whose limits of liability are set forth in Section 768.28, Florida Statutes. The Seller does not waive any defense of sovereign immunity or increase the limits of its liability by entering into this Agreement. Any indemnification by the County under this Agreement shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

15. ASSIGNMENT. Without Seller's prior written consent, Buyer will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Buyer or Buyer's employees. Seller may assign its rights, title and interest in and to this Agreement, the Equipment and any documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Equipment, in whole or in part. Any Assignee of Seller shall have all of the rights of Seller under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Buyer covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Buyer may have against Seller. No assignment or reassignment of any Seller's right, title or interest in this Agreement or the Equipment shall be effective unless and until Buyer shall have received a notice of assignment, disclosing the name and address of each such Assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Agreement, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Buyer until Buyer shall have been advised that such agency agreement is no longer in effect. During the Agreement Term Buyer shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Seller or by Buyer to evidence the assignment, but Buyer will acknowledge such assignments in writing if so requested.

After notice of such assignment, Buyer shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Seller may reassign this Agreement and its interest in the Equipment and the Payments to any other person who, thereupon, shall be deemed to be Seller's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Buyer fails to make any Payment (or any other payment) as it becomes due in accordance with the terms of the Agreement, and any such failure continues for ten (10) days after the due date thereof; (ii) Buyer fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder or the Contract and such failure is not cured within twenty (20) days after written notice thereof by Seller; (iii) the discovery by Seller that any statement, representation, or warranty made by Buyer in this Agreement or in writing ever delivered by Buyer pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Buyer, or a receiver or similar officer shall be appointed for Buyer or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within

twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Seller may, at its option, exercise any one or more of the following remedies: (i) by written notice to Buyer, declare all amounts then due under the Agreement, and all remaining Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Buyer promptly deliver the Equipment to Seller or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to any or all of the Equipment. If Seller terminates this Agreement and receives possession of the Equipment, Seller may sell or lease the Equipment or sublease it for the account of Buyer. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Payments or other amounts owed by Buyer under the Agreement, Buyer may pursue such other remedies as are available at law or in equity to collect the balance of such Payments or other amounts from Buyer's legally available funds. In addition, Buyer will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Buyer with respect to the enforcement of any of the remedies listed above or any other remedy available to Buyer.

17.1. RETURN OF THE EQUIPMENT. In the event that Seller determines to return the Equipment to Buyer or its Assignee pursuant to Section 5 or 17 hereof, Buyer agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Seller's option, (i) surrendering the Equipment to Seller at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Seller shall specify and shipping the same, freight collect, to Seller at the place designated by Seller. In the event of any such delivery of the Equipment to Seller, Buyer shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Seller, free and clear of all liens to which the Equipment has become subject.
Upon such delivery of the Equipment to Seller, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Buyer (reasonable wear and tear excepted), Buyer agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Buyer (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Seller (or to a location identified in a written notice to Buyer) or (b) pay to Seller the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Agreement a right in Seller to involuntarily dispossess Buyer of the legal title to or the use of the Equipment. Seller hereby irrevocably waives any right to specific performance of any covenant of Buyer to transfer legal title to and return possession of the Equipment.

18. EARLY TERMINATION OPTION. Upon thirty (30) days prior written notice from Buyer to Seller, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Buyer will have the right to terminate this Agreement early on the Payment dates set forth in Schedule B, without any prepayment penalty whatsoever, by paying to Seller, on such date, the Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Buyer of such payment conditions, Seller will release any and all of its right, title and interest in the Equipment to Buyer as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Seller.

19. NOTICES. All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

21. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Buyer will execute or provide, as requested by Seller, such other documents and information as are reasonably necessary with respect to the Agreement contemplated by this Agreement.

23. ENTIRE AGREEMENT; WAIVER. This Agreement, together with Schedule A –Installment Payment Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds Certificate of Incumbency, Buyer Resolution, Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Buyer and Seller in connection herewith, constitutes the entire agreement between the parties with respect to the Agreement of the Equipment, and this Agreement shall not be modified, amended, altered, or changed except with the written consent of Buyer and Seller. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Buyer and Seller hereby waive any provision of law that prohibits or renders unenforceable any provision of this Agreement in any respect.

The waiver by Seller of any breach by Buyer of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Seller reserves the right to request receipt of a manually-executed counterpart from Buyer. Seller and Buyer agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Seller and identified as "Original", regardless of whether Buyer's execution or delivery of said counterpart is done manually or electronically.

Type text here

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 28th day of October, 2025.

BUYER:	**SELLER:**
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS	**MOTOROLA SOLUTIONS, INC.**
By:_____	By:_____
Printed Name: Kristen Burke	Title: Treasurer
Title: Vice-Chairman	

CERTIFICATE OF AUTHORITY AND ATTEST

I, Tara S. Green, am the Clay County Clerk of Court and Comptroller and Ex Officio Clerk to the **Clay County Board of County Commissioners**, an entity duly organized and existing under the laws of the State of Florida. I certify that (1) the signature appearing above is the true and authentic signature of the Vice-Chair of the Clay County Board of County Commissioners; and (2) the Vice-Chair has full authority on behalf of the Clay County Board of County Commissioners to enter into that certain Purchase Agreement No. 25743, between the Clay County Board of County Commissioners and Motorola Solutions, Inc.

IN WITNESS WHEREOF, I have executed this certificate this _____ day of October, 2025.

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

OPINION OF COUNSEL

With respect to that certain Purchase Agreement# 25743 by and between Motorola Solutions, Inc. (Seller) and the Buyer, I am of the opinion that: (i) the Buyer is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Buyer of the Agreement have been duly authorized by all necessary action on the part of the Buyer; and (III) the Agreement constitutes a legal, valid and binding obligation of the Buyer enforceable in accordance with its terms. This opinion may be relied upon by the Seller and any assignee of the Seller's rights under the Agreement.

_____

County Attorney for the CLAY COUNTY Board of County Commissioners

SCHEDULE A
PURCHASE AGREEMENT

Schedule A Agreement Number: **25743**

This Equipment Schedule is hereby attached to and made a part of that certain Purchase Agreement Number **25743** ("Agreement"), between Motorola Solutions, Inc. (“Seller”) and the Clay County Board of County Commissioners (“Buyer”).

Seller hereby sells to Buyer under and pursuant to the Agreement, and Buyer hereby accepts and purchases from Seller under and pursuant to the Agreement, subject to and upon the terms and conditions set forth in the Agreement and upon the terms set forth below, the following items of Equipment

QUANTITY	**DESCRIPTION (Manufacturer, Model, and Serial Nos.)**
	Refer to attached Equipment List.
Equipment Location:	2519 State Road 16 W, Green Cove Springs, FL 32043

Initial Agreement Term: 60 Months
Agreement Commencement Date: November 1, 2025
First Payment Due Date: November 1, 2026

5 Annual Payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Payment Dates set forth in Schedule B.

Clay County Board of County Commissioners (Schedule B)						
Compound Period:			Annual			
Nominal Annual Rate:			0.000%	first year		
Nominal Annual Rate:			4.520%	remaining term		
CASH FLOW DATA						

	Event	Date	Amount	Number	Period	End Date
1	Lease	11/1/2025	$ 1,468,328.00	1		
2	Lease Payment	11/1/2026	$ 320,186.83	1		
3	Rate Change	11/1/2026	Rate: 4.520 %	Compounding:	Annual	
4	Lease Payment	11/1/2027	$ 320,186.83	4	Annual	11/1/2030

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	11/1/2025				$ 1,468,328.00
1	11/1/2026	$ 320,186.83	$ -	$ 320,186.83	$ 1,148,141.17
	11/1/2026	Rate:	4.52%	Compounding:	Annual
2	11/1/2027	$ 320,186.83	$ 51,895.98	$ 268,290.85	$ 879,850.32
3	11/1/2028	$ 320,186.83	$ 39,769.23	$ 280,417.60	$ 599,432.72
4	11/1/2029	$ 320,186.83	$ 27,094.36	$ 293,092.47	$ 306,340.25
5	11/1/2030	$ 320,186.83	$ 13,846.58	$ 306,340.25	$ -
Grand Totals		$ 1,600,934.15	$ 132,606.15	$ 1,468,328.00	

ORIGINAL ISSUE DISCOUNT:

Buyer acknowledges that the amount financed by Lessor is $1,404,829.69 and that such amount is the issue price for this Agreement Payment Schedule for federal income tax purposes. The difference between the principal amount of this Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Payment Schedule for federal income tax purposes is 4.52%. Such issue price and yield will be stated in the applicable Form 8038-G.

Initial insurance requirement: $1,468,328.00

Except as specifically provided in Section five of the Purchase Agreement hereof, Buyer agrees to pay to Seller or its Assignee the Purchase Agreement Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Schedule B page 2.

Buyer:	Seller:
Clay County Board of County Commissioners	**Motorola Solutions, Inc.**
By: _____	By: _____
Title: Vice-Chairman	Title: _____
Date: _____	Date: _____

ATTEST:

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

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25743** to that Purchase Agreement number **25743** will be maintained by the **CLAY COUNTY Board of County Commissioners** as stated in the Installment Payment Agreement.

This insurance is provided by:

PREFERRED GOVERNMENTAL INSURANCE TRUST
Name of insurance provider

PO BOX 958455
Address of insurance provider

LAKE MARY, FL 32795
City, State and Zip Code

(321) 832-1450
Phone number of insurance provider

In accordance with the Purchase Agreement Number **25743**, **the CLAY COUNTY Board of County Commissioners,** hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	$1,000,000	10/1/2025	10/1/2026	PK FLI 0101010 25-20
Property Damage	$1,000,000	10/1/2025	10/1/2026	PK FLI 0101010 25-20
Public Liability	$1,000,000	10/1/2025	10/1/2026	PK FLI 0101010 25-20

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made. please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment? This is First Responder communications equipment that supports all public safety users in the county including Law, Fire, EMS services. In addition the equipment supports Emergency Management during hurricanes, schools, interoperability and county support functions.

2. Why is the equipment essential to the operation of Municipality? In addition to the above, it's essential for public safety communications, emergency operations/recovery, and county functional support services.

3. Does the equipment replace existing equipment? Yes.

   If so, why is the replacement being made? We are replacing equipment that has reached the end of the manufacturer's support.

4. Is there a specific cost justification for the new equipment? Yes.

   If yes, please attach outline of justification. The source of funds for the payments due will be appropriated by the municipality (Clay County) Budget process. The justification includes supporting a platform that is critical to the public safety of over 230,000 citizens in the county where hurricanes are prone to happen.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? The source of funds for the payments due will be appropriated by municipality (Clay County) through the Budget process. Funding is expected to include a combination of special revenue and general fund dollars.

PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Buyer hereby acknowledges receipt of the Equipment described below ("Equipment") and Buyer hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of Agreement Schedule A to the Purchase Agreement executed by Buyer and Seller.

Purchase Agreement Date: October ____, 2025

Purchase Agreement No.: 25743 Agreement Schedule A No. : 25743

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in Agreement Schedule A# 25743. See Schedule A for a detailed Equipment List.

BUYER:

CLAY COUNTY Board of County Commissioners

By: _____

Date: _____

BUYER RESOLUTION (or County to provide evidence of authorization to enter into the Lease through the Sourcewell contract)

Form **8038-G**

(Rev. October2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▸ **Under Internal Revenue Code section 149(e)**
▸ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▸ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0720

☐

Part I Reporting Authority

If **Amended Return**, check here ▸

1 Issuer's name
Clay County Board of County Commissioners

2 Issuer's employer identification number (EIN)
59-6000553

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
477 Houston Street

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Green Cove Springs FL 32043

7 Date of issue
11/1/25

8 Name of issue
Purchase Agreement 25743

9 CUSIP number None

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
David Caudill, Finance Director

10b Telephone number of officer or other employee shown on 10a
(904) 284-6332

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	1,404,829.69
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▸	18	
19a	If bonds are TANs or RANs, check only box 19a ▸ ☐		
b	If bonds are BANs, check only box 19b ▸ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▸ ☒		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11/1/30	1,404,829.69	1,468,328.00	5 years	4.52 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	1,404,829.69
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	1,404,829.69

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.N/A

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▸	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▸	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▸	
34	Enter the date(s) the refunded bonds were issued ▸ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▸ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▸		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:

b Enter the date of the master pool bond ▸ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▸ _____

d Enter the name of the issuer of the master pool bond ▸ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐

41a If the issuer has identified a hedge, check here ☐ and enter the following information:

b Name of hedge provider ▸ _____

c Type of hedge ▸ _____

d Term of hedge ▸ _____

42 If the issuer has superintegrated the hedge, check box ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▸ _____

b Enter the date the official intent was adopted ▸ (MM/DD/YYYY)

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent Signature of Authorized Representative Date Title _____

			☐	
Paid Preparer Signature				

APC	QTY	Part #	Description
677	1	SQM01SUM0320A	VIRTUALIZED PRIME SITE
677	1	CA03523AA	ADD: REPLACEMENT PRIME SITE
677	1	CA03525AA	ADD: HW SUPPORT UP TO 18 CARRIERS
677	1	CA03529AA	ADD: INT. GPS TIMING REFERENCE W/ RUBIDIUM
677	1	CA03531AA	ADD: PRIME SITE AC POWER
677	1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT
677	1	CA03857AA	ADD: ASTRO SYSTEM RELEASE 2022.1
677	11	UA00702AA	ADD: TRUNKING MULTISITE VOTING LICENSE, PER CARRIER
677	1	UA00704AA	ADD: MULTISITE PRIME TRUNKING LICENSE
677	1	UA00707AA	ADD: DSC INTERNAL RUBIDIUM LICENSE
677	1	CA03546AA	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT
677	1	CA03546AA-P	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT PRICE
677	1	CA03552AA	ADD: SINGLE BACKHAUL SWITCH
677	1	CA03552AA-P	ADD: SINGLE BACKHAUL SWITCH PRICE
780	1	CB001133A05	CABLE,ASTRO: 125' REMOTE GPS CABLE
677	1	SQM01SUM0320A	VIRTUALIZED PRIME SITE
677	1	CA03523AA	ADD: REPLACEMENT PRIME SITE
677	1	CA03525AA	ADD: HW SUPPORT UP TO 18 CARRIERS
677	1	CA03529AA	ADD: INT. GPS TIMING REFERENCE W/ RUBIDIUM
677	1	CA03531AA	ADD: PRIME SITE AC POWER
677	1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT
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677	1	UA00707AA	ADD: DSC INTERNAL RUBIDIUM LICENSE
677	1	CA03546AA	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT
677	1	CA03546AA-P	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT PRICE
677	1	CA03552AA	ADD: SINGLE BACKHAUL SWITCH
677	1	CA03552AA-P	ADD: SINGLE BACKHAUL SWITCH PRICE
780	1	CB001133A05	CABLE,ASTRO: 125' REMOTE GPS CABLE
708	1	DSMW3HE06791AA	SAR-8 SHELF V2
708	1	DSMW3HE02784RA	SAR RELEASE 22.X BASIC OS LICENSE
708	1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC
708	2	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
708	2	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
708	2	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER
207	2	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK
708	2	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING
708	4	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
708	4	DSMW3HE00028CA1	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C

509	1	TRN7343A	RACK 7.5'
708	2	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
708	1	DSFG40F	5 X GE RJ45 PORTS (INCLUDING , 1 X WAN PORT, 4 X INTERNAL PORTS)
708	1	DSFC100040F2470236	FORTICARE PREMIUM SUPPORT (3 YR)
708	1	DSSPRACKTRAY02	RACK MOUNT TRAY FOR ALL FORTIGATE E SERIES AND F SERIES DESKTOP MODELS AND BACKWARD COMPATIBLE WITH SP-RACKTRAY-01. FOR LIST OF COMPATIBLE FORTIGATE PRODUCTS, VISIT DOCUMENTATION WEBSITE

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and
Contractual Services

SUBJECT: Approval of the Agreement with St. Johns Housing Partnership for State Housing Initiative Partnership (SHIP) rehabilitation and new construction Inspection Services at the rates provided for in Attachment B. The term of the Agreement is three (3) years.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Agreement is the result of award of RFP 24/25-112. The Contractor shall provide inspection services for the County's SHIP Program in accordance with the Scope of Work attached to the Agreement. Services will include Initial Inspections, Intermediate Inspections and Final Inspections of Owner Occupied Rehab projects as well as inspection services for New Construction projects as needed.

Is Funding Required (Yes/No):
Yes

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

FD1015 / CC1108 / SC549800 (SHIP Program Fund / SHIP Program Activities / Program Services)

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description	Type	Upload Date	File Name

Agreement	Agreement/Contract	10/23/2025		SHIP_Inspections_-_SJHP_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	10/21/2025 - 4:48 PM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CLAY COUNTY STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) INSPECTION SERVICES

This Agreement for Clay County State Housing Initiative Partnership (SHIP) Inspection Services ("Agreement") is entered into this ____ day of October, 2025 ("Effective Date"), and is between St. Johns Housing Partnership, Inc., a Florida Not For Profit Corporation ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the Florida Housing Finance Corporation administers the State Housing Initiatives Partnership (SHIP) Program, which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing for extremely low, very low, low, and moderate-income families; and

WHEREAS, the County is a recipient of funds from the State through the SHIP Program pursuant to Sections 420.907–420.9079, Florida Statutes ("SHIP Funds"), for the implementation of projects designed to address the affordable housing needs of eligible citizens; and

WHEREAS, the Housing Finance Authority of Clay County ("HFA") serves as the administrator of the Clay County SHIP Program under the terms of the Interlocal Agreement, Clay County Agreement/Contract No. 2012/13-4, as amended by the First and Second Amendments, Clay County Agreement/Contract No. 2012/13-26 [sic]; and

WHEREAS, in accordance with Sections 420.907–420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, the County has adopted a Local Housing Assistance Plan ("LHAP") as part of the Clay County SHIP Program, which may be amended from time to time and includes various housing strategies, including, but not limited to, Owner-Occupied Housing Rehabilitation and Demolition and Reconstruction – Home Replacement; and

WHEREAS, the County issued Request for Proposal No. 24/25-112 ("RFP") to solicit qualified firms or individuals to provide inspection services for the Clay County SHIP Program; and

WHEREAS, the Contractor submitted a proposal in response to the RFP, offering to provide the requested services (the "Contractor's Response"); and

WHEREAS, County staff evaluated and ranked the submitted proposals, and on October 14, 2025, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFP to the Contractor; and

WHEREAS, the Contractor is duly licensed and qualified to perform the services described in the RFP; and

WHEREAS, the parties acknowledge and agree that the RFP, including all attachments, and the Contractor's Response are incorporated herein and made a part of this Agreement by reference; and

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

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

SECTION 1. THE SERVICES

(a) The above recitals are true and correct and are incorporated herein by reference.

(b) For purposes of this Agreement, the Administrator of the Clay County SHIP Program ("SHIP Program") shall administer and oversee this Agreement on behalf of the County (the "Administrator"). All communications, documentation, and reports required under this Agreement and intended for the County shall be directed to the Administrator, Theresa Sumner, or her designee, unless otherwise specified herein.

(c) The Contractor shall provide inspection services for the County's SHIP Program in accordance with the Scope of Work set forth in **Attachment A**, which is attached hereto and incorporated herein by reference, the Price Table and Fee Proposal attached hereto as **Attachment B** and incorporated herein by reference, and in accordance with the terms and conditions of this Agreement (the "Services"). The Services shall include, but are not limited to, conducting home inspections, preparing written inspection reports, and providing repair estimates for rehabilitation work performed under the housing strategies identified in the County's LHAP.

(d) Each inspection conducted under the Owner-Occupied Housing Rehabilitation strategy of the LHAP shall include an initial inspection, which shall include a cost and specification write-up, an intermediate inspection, and a final inspection. Inspections related to new construction under the LHAP shall follow the five (5) point construction disbursement schedule and shall be compensated in one lump sum per project. The Contractor shall provide inspection reports to the Administrator or designee for all initial, intermediate, final, and new construction inspections. Each report shall be submitted within three (3) days following the inspection, unless otherwise agreed to by the Administrator, and shall include, at a minimum, the information specified in **Attachment A**.

(e) In providing the Services, the Contractor shall:

1. Be familiar with the Services, deadlines, requirements, and the conditions under which the Services are to be completed;

2. Comply with all applicable State and local laws, ordinances, codes, and regulations and be familiar with all permits required that pertain to the RFP scope of work;
3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;
4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and
5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

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

(g) The Contractor represents and warrants to the County that it is experienced in performing the Services described in this Agreement and is fully qualified and competent to do so. The Contractor shall perform the Services in a professional, timely, and competent manner and in accordance with all applicable laws, rules, and regulations.

(h) The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

(i) In performance of the Services, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

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

(k) The County gives the Contractor no guarantee of any Services or any specific amount or quantity of Services that may be accomplished or performed by the Contractor during the term of this Agreement.

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

SECTION 2. ADDITIONAL SERVICES AND FEES

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

SECTION 3. TERM

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

(b) The term shall begin on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date, unless terminated earlier in accordance with this Agreement. This Agreement may be renewed for up to two additional one-year terms upon the mutual written agreement of the parties.

SECTION 4. PAYMENT

(a) The Contractor shall be compensated for the Services on a unit-cost, per-project basis at the rates set forth in **Attachment B**.

(b) The unit costs are all-inclusive and shall constitute full compensation for the completion of the Services for each project, including, but not limited to, all labor, materials, equipment, supplies, travel, overtime, man-hours, overhead, profit, insurance, taxes, fees, testing, and any other costs or expenses incidental to the performance of the Services.

(c) Payments shall be made by the County to the Contractor upon presentation of an Invoice submitted on a monthly basis in accordance with Section 5 of this Agreement.

(d) No increases in the unit costs set forth in **Attachment B** are permitted during the initial three-year term. Thereafter, the Contractor may request an adjustment to the unit costs by providing written notice to the Administrator and the County's Purchasing Department no later than 60 days prior to the end of the initial term and any renewal term thereafter. The written notice must identify the requested adjustments to the unit costs and associated item(s) and the reasons for the adjustments. Any requested increase to a unit cost must be justified by the Contractor by providing proof of cost increases in such major areas as cost of supplies, materials,

or services. The County and the Contractor may then enter into negotiations to address the requested adjustments. Negotiated increases shall not exceed prior 12 months Consumer Price Index (CPI), unless otherwise approved by the County. If the Contractor fails to timely provide written notice along with supporting documentation for the adjustment and/or the County determines that the requested adjustment is excessive or is not deemed to be competitive for the services, the County may refuse to accept the requested adjustment and may refuse to enter into a renewal term. Any agreed to adjustment(s) to the unit costs during a renewal term shall be made a part of this Agreement by a written amendment and shall remain firm for such renewal term.

SECTION 5. PAYMENT PROCEDURES

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

(b) The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Services completed and accepted during the applicable billing period.

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

1. The Contractor's name, address and phone number, including payment remittance address.

2. The Invoice number and date.

3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.

4. The period and description of the Services covered by the Invoice.

5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date.

6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.

7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Administrator shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Administrator shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Administrator determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered or performed in full accordance with this Agreement, the Paying Agent and/or Administrator shall notify the Contractor in writing within ten (10) business 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.

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

(f) The parties will attempt to settle any payment dispute arising under this section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Administrator shall schedule a meeting between the Contractor's representative and the Administrator with the County Manager, to be held no later than 43 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 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Administrator shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Administrator.

(g) The acceptance by the Contractor, including its successors or assigns, of any final payment for a project shall constitute a full and complete release of the County from any and all claims or demands for additional compensation for authorized Services rendered prior to such final payment. This release shall apply to any claims the Contractor, its successors, or assigns may have against the County under this Agreement for that project, unless a claim was previously and properly submitted by the Contractor in accordance with the terms of this Agreement.

(h) The County's review, approval, acceptance, or payment for any Services under this Agreement shall not be construed as a waiver of, or limitation upon, any of the County's rights under this Agreement or any legal remedies available to it concerning the Contractor's performance. The Contractor shall remain fully responsible, in accordance with applicable law,

for any damages incurred by the County as a result of the Contractor's negligent performance of the Services required under this Agreement.

SECTION 6. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law, the Contractor 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 the Services provided by the Contractor under this Agreement.

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

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

SECTION 7. INSURANCE

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

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

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

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

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

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

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

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

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

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

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

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

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded

to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

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

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

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

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

SECTION 8. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or in accordance with the schedule; provides false or inaccurate information; fails to make payment to subcontractors or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Contractor and the subcontractors or suppliers; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have

10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan.

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

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

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

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

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

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

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

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

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Contractor may request a reasonable extension of time for performance of its Services.

SECTION 9. TAXES

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

SECTION 10. APPROPRIATED FUNDS

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.

SECTION 11. PUBLIC RECORDS

(a) 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:

1. Keep and maintain public records required by the County to perform the Services required under the Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the 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.

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

(c) 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:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the 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.
2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

3. If the 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.

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

SECTION 12. AUDIT

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

SECTION 13. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 14. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Contractor 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 Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes.

Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

SECTION 15. HUMAN TRAFFICKING ATTESTATION

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

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

SECTION 16. PUBLIC ENTITIES CRIMES

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

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

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

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

SECTION 17. SUSPENSION AND DEBARMENT

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

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

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

SECTION 18. LOBBYING PROHIBITION CERTIFICATION

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

SECTION 19. INDEPENDENT CONTRACTOR

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

SECTION 20. NO ASSIGNMENT

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

duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 21. SUBCONTRACTORS

(a) Subcontractors may be utilized in connection with this Agreement only with prior written consent from the County, and only for reasonable cause, as judged by the County. Such written authorization may be obtained from the Administrator on behalf of the County. Any approval required shall be provided on a reasonable basis.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

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

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

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

SECTION 22. NO THIRD-PARTY BENEFICIARIES

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.

SECTION 23. CONFLICT OF INTEREST

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

SECTION 24. AMENDMENT OR MODIFICATION OF AGREEMENT

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

SECTION 25. FURTHER ASSURANCES

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

SECTION 26. REMEDIES

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

SECTION 27. 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.

SECTION 28. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 29. NOTICE

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

If to Contractor:	If to the County:
St. Johns Housing Partnership, Inc. 525 West King Street St. Augustine, FL 32084 Attention: Bill Lazar and Susan Giddens	Clay County P.O. Box 1366 477 Houston Street Green Cove Springs, FL 32043 Attention: County Manager Copy to: Administrator via email at Theresa.sumner@claycountygov.com

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

SECTION 30. WAIVER

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

SECTION 31. SEVERABILITY

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

SECTION 32. HEADINGS

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.

SECTION 33. ENTIRE AGREEMENT

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

SECTION 34. COUNTERPARTS

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

SECTION 35. ATTACHMENTS

The Attachments 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 Attachments.

SECTION 36. AUTHORITY

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

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

ST. JOHNS HOUSING PARTNERSHIP, 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

F:\Contract\SHIP\Inspection\SHIP Inspections - SJHP.doc

ATTACHMENT A

SCOPE OF WORK

3. Scope of Work

3.1 Purpose

The Clay County Board of County Commissioners (County) is seeking proposals from qualified and experienced company(s) or individual(s) for the Clay County State Housing Initiative Partnership (SHIP) Program. The awarded, qualified Contractor(s) or individual(s) will supply inspection services which include providing home inspections, written reports and repair estimates for rehabilitation work.

The selected Contractor(s) or individual(s) will not be eligible to bid on rehabilitation and / or new construction bids while under the terms and conditions of the executed contract from this solicitation.

3.2 Scope

A. Inspection of Owner-Occupied Rehabilitation

These services shall include but are not limited to: providing home inspections, written reports and repair estimates for the SHIP Program. Inspections shall be conducted to determine the type of repairs necessary to bring houses up to code according to the Clay County Standard Housing Code, State and Local SHIP requirements, and to address any and all safety, health and sanitation issues to the extent that SHIP funding award amounts per unit will allow. Included in the services shall be the inspection of the Contractor(s) or individual(s) rehabilitation work. An inspection includes an initial inspection, cost and specifications write-up, an intermediate inspection and a final inspection.

Inspections may be conducted in sub-standard housing conditions and are to be accompanied with a positive and respectful attitude, primarily focusing on health and safety concerns. Work may occasionally be in unsanitary conditions due to trash or waste disposal system problems. General exposure to dust, mold and mildew may be encountered.

All inspection reports shall be submitted in a format acceptable to the SHIP Program with regard to acceptable phrasing of statements; concerning home and resident information that should or should not be included in reports for confidentiality and technical elements.

The following details outline what must be considered in the inspection process:

1. **Initial Inspection - mandatory**
    a. client name, address and telephone number
    b. directions to the home to be inspected
    c. any and all useful information regarding applicant and residence for SHIP assistance
    d. detailed description and photographic documentation of home exterior; particularly the structure, siding and roof
    e. detailed description and photographic documentation of home interior; particularly the plumbing, electrical, flooring, heating and cooling system, doors and windows
    f. Summary citing safety and health concerns, aging in place concerns, code violations and any other issues / concerns that must be addressed in an effort to bring dwelling up to building code
    g. detailed technical rehabilitation specifications and cost estimates with major systems, safety / code compliance violations as a first priority, with items such as drywall repair, interior door replacement, etc. as second priority which may be addressed based on availability of remaining funds

h. sketch of floor plan

i. photographs specifically of the observed exterior and interior items of concern

j. list of any special repairs requested by homeowner

k. signature of inspector, including the date of inspection

l. attend and conduct a mandatory contractor walk-through to discuss list of work to be performed

2. **Intermediate Inspection - Mandatory**

a. client name and address

b. listing of work completed or work in progress

c. evaluation of work to date

d. signature of inspector, including the date of execution

e. signature of homeowner, including date of execution

3. **Final Inspection - Mandatory**

a. client name and address

b. listing of work completed

c. evaluation by homeowner of work completed

d. comments of inspector on quality of repairs specified

e. signature of inspector, including date of execution

f. signature of homeowner, including date of execution

A. Inspection of New Construction

Additional services for demolition / reconstruction inspections may be required by the SHIP Program on an as needed basis and shall go hand-in-hand with the owner occupied rehabilitation projects. This type of inspection will include referral to the demolition / reconstruction strategy when the repairs under the owner occupied rehabilitation strategy are too great to warranty work being done on the home.

The following details outline what must be considered in the inspection process under strategies requiring new construction:

1. initial inspection from the owner occupied rehab strategy with a recommendation to the demolition and reconstruction strategy, indicating the repairs are too extensive
2. inspection and sign off on standard five (5) point construction disbursement schedule
3. final inspection, which is the last part of the five (5) point construction disbursement schedule
4. Inspections for new construction will require a licensed Building Code Inspector (BCAIB)

3.3 Permit & Fees

The Contractor(s) or individual(s) shall comply with all applicable State and local laws, ordinances, codes, and regulations; and is required to familiarize themselves with all permits required that pertain to the Scope of Work specified in this RFP.

3.4 Term

The contract shall remain in effect for a period of three (3) years from the date of award, with the County reserving the right and option to extend the contract for two (2) additional periods of twelve (12) months each, if such is agreeable with the awardee.

3.5 Performance Evaluation

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

3.6 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 Bidder(s) 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.

3.7 Payment

The Contractor(s) or individual(s) 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.

3.8 Additional Services

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

3.9 Damage to Public or Private Property

The selected Contractor(s) or individual(s) 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(s) or individual(s) expense. If property (public or private) is damaged while specified work is being performed or when debris is removed for the convenience of the work, it shall be repaired or replaced at the expense of the

Contractor(s) or individual(s) in a manner acceptable to the County prior to the final acceptance of the work. Contractor(s) or individual(s) will be responsible for applying and securing any permits that may be required to complete such repairs; and must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor(s) or individual(s) shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor(s) or individual(s) to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor(s) or individual(s) shall be repaired or replaced at the expense of the Contractor(s) or individual(s) 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 application of materials shall be remedied by the Contractor(s) or individual(s) 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(s) or individual(s) shall replace the materials continually until the area is re-established.

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

3.10 Compliance with Occupation Safety and Health Act

The Contractor(s) or individual(s) 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(s) or individual(s) employee incidents.

Contractor(s) or individual(s) certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors; and 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(s) or individual(s) and their employees shall be ANSI certified and meet OSHA standards.

3.11 Cancellation of Contract

If the awarded Contractor(s) or individual(s) 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(s) or individual(s).

ATTACHMENT B

PRICE TABLE AND FEE PROPOSAL

[ST JOHNS HOUSING PARTNERSHIP] RESPONSE DOCUMENT REPORT

RFP No. 24/25-112

Clay County State Housing Initiative Partnership (SHIP) Inspection Services

RESPONSE DEADLINE: August 28, 2025 at 4:00 pm

St Johns Housing Partnership Response

CONTACT INFORMATION

Company:
St Johns Housing Partnership

Email:
sgiddens@sjhp.org

Contact:
Susan Giddens

Address:
525 W. King St
St Augustine, FL 32084

Phone:
(904) 824-0902

Website:
www.sjhp.org

Submission Date:
Aug 27, 2025 4:27 PM (Eastern Time)

companies or corporations submitting Bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

Resolution No. 2018/2019-2 can be found at: https://www.claycountygov.com/government/purchasing/vendor-information

Please choose one of the following to verify Local preference eligibility:

(A)

LOCAL PREFERENCE
If you selected (A) or (B) in the question above, please download the below documents, complete, and upload.

- Local_Business_Affidavit_of...

SJHP_Local_Business_Affidavit_of_Eligibility.pdf

PRICE TABLES

SHIP INSPECTION SERVICES

Line Item	Description	Unit of Measure	Unit Cost
1	Initial Inspection Services for Owner Occupied Rehabilitation	Per Project	$1,100.00
2	Intermediate Inspection Services for Owner Occupied Rehabilitation	Per Project	$550.00
3	Final Inspection Services for Owner Occupied Rehabilitation	Per Project	$550.00
2	Inspection Services for New Construction	Per Project	$1,500.00

St. Johns Housing Partnership, Inc.
Post Office Box 1086
Saint Augustine, FL 32085
Tel: 904-824-0902 / Fax: 904-824-9635
info@sjhp.org/www.sjhp.org
Lic # CRC1329155

Pricing/Proposal of Fees

Owner Occupied Rehabilitation Strategy: Include a price / fee per project.

New Construction: Include a price / fee for inspection of new construction projects using a five (5) phase draw schedule for strategies that require construction and inspections such as the Demolitions and Reconstruction - Home Replacement Strategy, as well as the Homes for Wounded Veteran's Strategy.

Owner Occupied Rehabilitation Strategy:

First Inspection: $1,100.00

Intermediate Inspection: $550.00

Final Inspection: $550.00

See Page 2 for New construction

New Construction- Draw Schedule:

1st Draw: **Inspection Price $300.00**

Site clear

Lot grading

Form and pour slab

2nd Draw: **Inspection Price $300.00**

Framing

Windows

Doors

Roof

Framing inspection passed

3rd Draw: **Inspection Price $300.00**

Rough in

Mechanical inspection passed

Electrical inspection passed

Plumbing inspection passed

4th Draw: **Inspection Price $300.00**

Drywall

Painting

Trim including doors

Cabinets

Flooring

5th Draw: **Inspection Price $300.00**

Certificate of Completion from County received

Total New Construction Inspection Price $1500.00

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and Contractual Services

SUBJECT:
Approval of the Second Renewal of the following Agreements for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation projects for an additional one-year term commencing on November 9, 2025 through November 8, 2026:
A) Chen Moore and Associates, Inc. Agreement No. 2022/2023-31
B) Bhide & Hall Architects, P.A. Agreement No. 2022/2023-32
C) GAI Consultants, Inc. Agreement No. 2022/2023-33
The hourly rates of Bhide & Hall Architects, P.A. and GAI Consultants, Inc. remain the same as in the original agreements. Chen Moore has requested a rate increase consistent with prevailing industry standard rates.
Funding Source:
Various

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Individual projects are assigned by work order to the most qualified firm for that specific project. Services include but are not limited to project design, planning, and consulting for existing and future parks. This is the second and final renewal available and the first rate increase request by Chen Moore.

Is Funding Required (Yes/No):
Yes

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

Various Projects

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	GAI Agreement	Agreement/Contract	10/24/2025	Continuing_Engineering_Planning_and_Design_Parks_-_GAI_RN2.ADA_aw.pdf
🗋	Bhide & Hall Agreement	Agreement/Contract	10/24/2025	Continuing_Engineering_Planning_and_Design_Parks_-_Bhide_Hall_RN2.ADA_aw.pdf
🗋	Chen Moore Agreement	Agreement/Contract	10/23/2025	Continuing_Engineering_Planning_and_Design_Parks_-_Chen_Moore_RN2dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	10/21/2025 - 4:48 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. 2022/2023-33 RN2

SECOND RENEWAL AND AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL ARCHITECTURAL/ENGINEERING CONSULTING SERVICES FOR PARKS AND RECREATION

This Second Renewal and Amendment to Agreement for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation ("Second Renewal") is entered into this ____ day of October, 2025, by and between GAI Consultants, Inc., Pennsylvania Corporation ("Consultant"), and Clay County, a political subdivision of the State of Florida ("County"). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, on November 9, 2022, the parties entered into the Agreement for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation, Clay County Agreement/Contract No. 2022/2023-33 ("Agreement"), incorporated herein by reference, wherein Consultant agreed to provide architectural, engineering, design, environmental, planning, and consulting services for a variety of projects for the Clay County Parks and Recreation Department; and

WHEREAS, the Agreement provides for an initial two year term beginning on November 9, 2022 and continuing through November 8, 2024, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties; and

WHEREAS, on October 22, 2024 the parties entered into the First Renewal and Amendment, incorporated herein by reference, to renew the Agreement for an additional one year period from November 9, 2024 and continuing through November 8, 2025, add a new provision 2.11 under Section 2, and amend Attachment 3 (Work Order Form); and

WHEREAS, the parties wish to enter into this Second Renewal in order to (i) renew the Agreement for an additional one-year term, commencing November 9, 2025, and continuing through November 8, 2026, and (ii) amend Section 8 of the Agreement to add a new subsection addressing Change Orders submitted by contractors, 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. Renewal. The Agreement is hereby renewed for an additional one year period commencing on November 9, 2025 and continuing through November 8, 2026 ("renewal term")

at the rates reflected in Attachment 1 to the Agreement, a copy of which is attached hereto and incorporated herein by reference.

3. Amendment to Section 8. Section 8 of the Agreement is hereby amended to add a new subsection, designated as Section 8.2, addressing Change Orders submitted by contractors. The existing provisions under Section 8 (formerly Sections 8.1 and 8.2) are reorganized under Section 8.1 to address Change Orders submitted by the Consultant. Accordingly, Section 8 is hereby amended and replaced in its entirety with the following:

SECTION 8. CHANGE ORDERS

8.1. Change Orders submitted by Consultant.

(a) Change Orders shall be used when necessary to clarify the Services, to provide for a change in the Services, to provide for an adjustment to the amounts or scope set forth in a Work Order, to provide for a time extension, to provide for unforeseen circumstances, and to make the assigned Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Consultant shall review the costs of any proposals and negotiate in good faith with any affected subconsultants in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

(b) Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant.

8.2. Change Order submitted by contractors.

(a) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change

Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

(b) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

(c) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

4. Conforming Changes. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this Second Renewal shall be and hereby are changed to conform to this Second Renewal.

5. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement, as previously amended, not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

6. Counterparts. This Second Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

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 Second Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Second Renewal

on behalf of such party and that the Second Renewal will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal 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

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ATTACHMENT 1
SCHEDULE OF HOURLY RATES

Clay County A/E Services Community Development Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.
Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2025. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Expert Witness	$350.00
CSG Senior Director / VP	$330.00
CSG Senior Director	$270.00
CSG Director	$230.00
CSG Senior Manager / Asst. Director	$210.00
CSG Manager	$190.00
CSG Assistant Manager	$170.00
CSG Senior Project Professional	$150.00
CSG Project Professional	$135.00
CSG Senior Professional	$120.00
CSG Professional	$115.00
CSG Senior Technician	$100.00
CSG Technician 2	$90.00
CSG Technician 1	$70.00
Environmental Manager	$165.00
Project Environmental Specialist	$105.00
Expert Witness	$350.00
Principal	$340.00
Technical/Professional 30	$320.00
Technical/Professional 29	$305.00
Technical/Professional 28	$290.00
Technical/Professional 27	$255.00
Technical/Professional 26	$245.00
Technical/Professional 25	$240.00
Technical/Professional 24	$235.00
Technical/Professional 23	$230.00
Technical/Professional 22	$225.00
Technical/Professional 21	$215.00
Technical/Professional 20	$210.00
Technical/Professional 19	$205.00
Technical/Professional 18	$200.00
Technical/Professional 17	$195.00
Technical/Professional 16	$185.00
Technical/Professional 15	$175.00
Technical/Professional 14	$165.00
Technical/Professional 13	$155.00
Technical/Professional 12	$145.00
Technical/Professional 11	$140.00
Technical/Professional 10	$135.00
Technical/Professional 09	$130.00
Technical/Professional 08	$115.00
Technical/Professional 07	$110.00
Technical/Professional 06	$105.00
Technical/Professional 05	$95.00
Technical/Professional 04	$90.00
Technical/Professional 03	$85.00
Technical/Professional 02	$80.00
Technical/Professional 01	$75.00
Technical/Support 1	$50.00
Survey Crew - 3 Person	$235.00
Surveyor	$205.00
Survey Crew - 2 Person	$185.00
Survey Senior CAD Operator	$105.00
Survey Crew Chief	$90.00

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MESKEL & ASSOCIATES ENGINEERING
PAYROLL & BILLABLE RATE CERTIFICATION

CLAY COUNTY **DATE: 10/14/2022**

PERSONNEL CLASSIFICATION	NAME	CURRENT WAGE RATE	CLASSIFICATION AVERAGE WAGE RATE	OVERHEAD & PROFIT RATE	BILLABLE RATE
MAT Chief Engineer	P. Rodney Mank, PE	64.89	$64.89	2.10	**$201.16**
MAT Engineering Intern	George C. Purvis, EI	28.13	$28.13	2.10	**$87.20**
MAT Project Engineer	W. Joshua Mele, PE	46.50	$46.50	2.10	**$144.15**
MAT Engineering Technician	Andrew Thornton	26.00	$24.50	2.10	**$75.95**
	Matthew Stefanick	23.00			
MAT CADD/Computer Technician	Marlon Verceles, EI	28.00	$28.00	2.10	**$86.80**
MAT Project Manager	Rhonda Hale	40.85	$40.85	2.10	**$126.64**
MAT Senior Engineer	Brett H. Harbison, PE	60.58	$60.58	2.10	**$187.80**
	David Gordinier, PE	60.58			
MAT Secretary/Clerical	Jessica Alford	19.00	$19.50	2.10	**$60.45**
	Erika Outlaw	20.00			
Geotechnicial Technician (Design)	Kirt Brayshaw	32.00	$32.00	2.10	**$99.20**
MAT Senior Engineering Technician	Jamison Fincher	29.40	$28.88	2.10	**$89.51**
	Michael Moore	28.35			

I hereby certify that the above salary rates are the actual rates being paid to the individual employees listed as of the date shown below.
These rates do not include overtime, which would be charged at 1.5 times the personnel classification billable rate.

PHILIP RODNEY MANK, P.E., VICE PRESIDENT — **DATE** 10/14/2022

MESKEL & ASSOCIATES ENGINEERING, PLLC

2022 - 2023 FEE SCHEDULE

DESCRIPTION	UNIT	UNIT PRICE
209-Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	$180.00
210-Asphalt Pvmt. Coring - 4in dia without Base Depth Check	Each	$145.00
211-Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	$220.00
212-Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	$175.00
305-Concrete Pavement Coring - 4in Dia	Each	$210.00
306-Concrete Pavement Coring - 6in Dia	Each	$250.00
401-Geo Auger Borings-H& & Truck/Mud Bug	LF	$12.00
402-Geo Auger Borings-Track	LF	$16.00
407-Geo Chainsaw (Owned)	Day	$120.00
408-Geo Concrete Pad & Cover for Monitoring Wells	Each	$325.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$575.00
418-Geo Drill Crew Support Vehicle	Day	$260.00
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	$65.00
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	$72.00
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	$90.00
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	$115.00
426-Geo Extra SPT Samples-Barge/Track/Amphib 200-250 Ft	Each	$150.00
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	$48.00
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	$56.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$68.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$84.00
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	$98.00
432-Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	$350.00
433-Geo Field Perm 10-25Ft Open-End Borehole Method	Each	$425.00
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	$9.00
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	$11.00
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	$14.00
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	$18.00
439-Geo Grout Boreholes- Barge/Track/Amphib 200-250 Ft	LF	$20.00
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	$7.50
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	$8.50
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$9.50
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$12.00
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	$13.50
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	$35.00
446-Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	$22.00
447-Geo H& Auger with SCP (0-50 ft) ASTM D1453	LF	$20.00

DESCRIPTION	UNIT	UNIT PRICE
450-Geo Piezometer 2in 0-50 Ft	LF	$42.00
452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4in ID & over	LF	$90.00
453-GeoRocCoring Brg/Track/Amp 0-50 Ft les than 4in ID	LF	$60.00
454-GeoRocCoring Brg/Track/Amph 50-100 Ft 4in ID & over	LF	$110.00
455-GeoRocCoring Brg/Track/Amp 50-100Ft les than 4in ID	LF	$70.00
456-GeoRocCoring Brg/Track/Amph 100-150 Ft 4in ID & over	LF	$140.00
457-GeoRocCoring Brg/Track/Amp 100-150Ft les than 4in ID	LF	$80.00
458-GeoRocCoring Brg/Track/Amph 150-200 Ft 4in ID & over	LF	$185.00
459-GeoRocCoring Brg/Track/Amp 150-200Ft les than 4in ID	LF	$100.00
460-GeoRocCoring Brg/Track/Amph 200-250 Ft 4in ID & over	LF	$230.00
461-GeoRocCoring Brg/Track/Amp 200-250Ft les than 4in ID	LF	$120.00
462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	$76.00
463-GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	$44.00
464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	$86.00
465-GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	$50.00
466-GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	$104.00
467-GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	$56.00
468-GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	$114.00
469-GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	$62.00
470-GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	$145.00
471-GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	$72.00
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	$25.00
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	$32.00
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	$45.00
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	$63.00
477-Geo SPT Barge/Track/Amphib 200-250 Ft	LF	$75.00
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	$16.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	$19.00
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	$30.00
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	$40.00
482-Geo SPT Truck/Mud Bug 200-250 Ft	LF	$48.00
493-Geo Temp Casing 4in Barge/Track/Amphib 0-50 Ft	LF	$17.50
494-Geo Temp Casing 4in Barge/Track/Amphib 50-100 Ft	LF	$19.50
495-Geo Temp Casing 4in Barge/Track/Amphib 100-150 Ft	LF	$23.50
496-Geo Temp Casing 4in Barge/Track/Amphib 150-200 Ft	LF	$27.50
497-Geo Temp Casing 4in Barge/Track/Amphib 200-250 Ft	LF	$31.00
498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	$12.00
499-Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	$14.00
500-Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	$16.00
501-Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	$18.00
502-Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	$20.00

DESCRIPTION	UNIT	UNIT PRICE
503-Geo Temp Casing 6in Barge/Track/Amphib 150-200 Ft	LF	$40.00
504-Geo Temp Casing 6in Barge/Track/Amphib 200-250 Ft	LF	$45.00
505-Geo Temp Casing 6in Barge/Track/Amphib 0-50 Ft	LF	$22.00
506-Geo Temp Casing 6in Barge/Track/Amphib 50-100 Ft	LF	$26.50
507-Geo Temp Casing 6in Barge/Track/Amphib 100-150 Ft	LF	$31.00
508-Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	$15.00
509-Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	$17.00
510-Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	$19.50
511-Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	$25.00
512-Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	$31.00
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$650.00
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	$225.00
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	$275.00
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	$325.00
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	$375.00
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	$155.00
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	$180.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$215.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$240.00
525-Geo Well Development	Hour	$215.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$240.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$310.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$260.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$350.00
538-Geo Clearing Equipment	Each	$2,000.00
539-Geo Wash Boring, 0-50 Ft	LF	$12.50
540-Geo Wash Boring, 50-100 Ft	LF	$15.00
541-Geo Wash Boring, 100-150 Ft	LF	$19.50
542-Geo Wash Boring, 150-200 Ft	LF	$23.00
543-Geo Wash Boring, 200-250 Ft	LF	$28.00
603-Mobilization Asphalt Coring Equipment	Each	$425.00
606-Mobilization Concrete Coring	Each	$425.00
610-Mobilization Drill Rig Track Mount	Each	$2,500.00
612-Mobilization Drill Rig Truck Mount	Each	$600.00
614-Mobilization Mudbug/All Terrain Vehicle	Each	$750.00
618-Mobilization Support Boat	Each	$500.00
619-Mobilization Tri-Pod	Each	$1,500.00
620-Mobilization of Clearing Equipment	Each	$650.00
800-Soils Chloride Soil or Water FM 5-552	Test	$64.00
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	$80.00
802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	$525.00

DESCRIPTION	UNIT	UNIT PRICE
803-Soils Consolidation - Constant Strain ASTM D4186	Test	$525.00
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	$175.00
805-Soils Corrosion Series FM 5-550 through 5-553	Test	$230.00
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	$330.00
808-Soils Flexible Wall Permeability ASTM D5084	Test	$490.00
809-Soils Hydrometer Only AASHTO T88	Test	$135.00
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	$365.00
811-Soils Liquid Limit AASHTO T89	Test	$60.00
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	$50.00
813-Soils Maximum Density ASTM D4254	Test	$240.00
815-Soils Minimum Density ASTM D4253	Test	$240.00
817-Soils Moisture Content Laboratory AASHTO T265	Test	$21.00
818-Soils Moisture Content Microwave AASHTO D4643	Test	$17.50
819-Soils Organic Content Ignition FM 1 T-267	Test	$50.00
820-Soils Organic Content Wet Combustion AASHTO T194	Test	$50.00
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	$194.00
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	$75.00
823-Soils Permeability Constant Head AASHTO T215	Test	$350.00
824-Soils Permeability Falling Head FM 5-513	Test	$350.00
825-Soils pH Soil or Water FM 5-550	Test	$48.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	$58.00
827-Soils Proctor Modified FM 1-T180	Test	$135.00
828-Soils Proctor Standard AASHTO T99	Test	$135.00
829-Soils Resistivity Soil or Water FM 5-551	Test	$60.00
831-Soils Specific Gravity AASHTO T100	Test	$80.00
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	$150.00
833-Soils Sulfate Soil or Water FM 5-553	Test	$70.00
835-Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	$525.00
836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	$500.00
837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	$300.00
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	$175.00
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	$150.00

2022
SCHEDULE OF PROPOSED RATES—SUB-CONSULTANT

1. Professional Services: The fee for professional services will be billed on an hourly basis based on recorded man-hours for the project and in accordance with the hourly rates as noted under billable labor costs.

2. Billable Labor Costs:

Category	Hourly Rates
Principal	$223.44/hr
Project Manager (Responsible Professional)	$152.32/hr
Senior Architect	$122.65/hr
Design Architect (Registered)	$103.95/hr
Designer or Technician (Non-Registered)	$ 91.99/hr
CADD Operator/Drafter	$ 77.55/hr
Clerical (Typist, Word Processor, Document Assembly, etc)	$ 71.78/hr
Construction Administrator	$122.65/hr

3. Consulting Services: Consulting and other engineering services will be billed as a multiple of one and one tenth (1.10) times the expenses incurred by our consultants in the interest of the Project. Our consultants are required to submit cost breakdowns by man-hours, hourly rates and expenses, all with supporting documentation.

cr:pqhadmin/hourlyrev5.27.22

975 McDuff Ave. S.
Jacksonville, FL 32205
www.ADGmark.com
904-619-8605

Discipline	Staff	Rate (Hourly)
Project Management/Public Relations Lead	Cantrece Jones	191.20
Communications Manager	Garold Smith	97.97
Public Involvement Specialist	Marshelle Berry	75.25
Graphic /Website Design	Rebecca Hagan	95.18
Marketing Assistant	Jayme Armstrong	62.25

CLAY COUNTY AGREEMENT/CONTRACT NO. 2022/2023-32 RN2

SECOND RENEWAL AND AMENDMEN TO AGREEMENT FOR CONTINUING GENERAL ARCHITECTURAL/ENGINEERING CONSULTING SERVICES FOR PARKS AND RECREATION

This Second Renewal and Amendment to Agreement for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation ("Second Renewal") is entered into this ____ day of October, 2025, by and between Bhide & Hall Architects, P.A., a Florida Profit Corporation ("Consultant"), and Clay County, a political subdivision of the State of Florida ("County"). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, on November 9, 2022, the parties entered into the Agreement for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation, Clay County Agreement/Contract No. 2022/2023-32 ("Agreement"), incorporated herein by reference, wherein Consultant agreed to provide architectural, engineering, design, environmental, planning, and consulting services for a variety of projects for the Clay County Parks and Recreation Department; and

WHEREAS, the Agreement provides for an initial two year term beginning on November 9, 2022 and continuing through November 8, 2024, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties; and

WHEREAS, on October 22, 2024 the parties entered into the First Renewal and Amendment, incorporated herein by reference, to renew the Agreement for an additional one year period from November 9, 2024 and continuing through November 8, 2025, add a new provision 2.11 under Section 2, and amend Attachment 3 (Work Order Form); and

WHEREAS, the parties wish to enter into this Second Renewal in order to (i) renew the Agreement for an additional one-year term, commencing November 9, 2025, and continuing through November 8, 2026, and (ii) amend Section 8 of the Agreement to add a new subsection addressing Change Orders submitted by contractors, 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. Renewal. The Agreement is hereby renewed for an additional one year period commencing on November 9, 2025 and continuing through November 8, 2026 ("renewal term")

at the rates reflected in Attachment 1 to the Agreement, a copy of which is attached hereto and incorporated herein by reference.

3. Amendment to Section 8. Section 8 of the Agreement is hereby amended to add a new subsection, designated as Section 8.2, addressing Change Orders submitted by contractors. The existing provisions under Section 8 (formerly Sections 8.1 and 8.2) are reorganized under Section 8.1 to address Change Orders submitted by the Consultant. Accordingly, Section 8 is hereby amended and replaced in its entirety with the following:

SECTION 8. CHANGE ORDERS

8.1. Change Orders submitted by Consultant.

(a) Change Orders shall be used when necessary to clarify the Services, to provide for a change in the Services, to provide for an adjustment to the amounts or scope set forth in a Work Order, to provide for a time extension, to provide for unforeseen circumstances, and to make the assigned Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Consultant shall review the costs of any proposals and negotiate in good faith with any affected subconsultants in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

(b) Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant.

8.2. Change Order submitted by contractors.

(a) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change

Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

(b) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

(c) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

4. Conforming Changes. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this Second Renewal shall be and hereby are changed to conform to this Second Renewal.

5. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement, as previously amended, not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

6. Counterparts. This Second Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

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 Second Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Second Renewal

on behalf of such party and that the Second Renewal will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the date and year first written above.

BHIDE & HALL ARCHITECTS, P.A.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Betsy Condon
Its Chairman

ATTEST:

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

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ATTACHMENT 1
SCHEDULE OF HOURLY RATES

BHIDE & HALL
ARCHITECTS, P.A.
1329-C Kingsley Ave. - Orange Park - Florida - 32073

FEE SCHEDULE FOR BHIDE & HALL ARCHITECTS, P.A.

PROJECT: Clay County Continuing Architectural Services for Parks & Recreation | Contract No. TBD

BHIDE & HALL ARCHITECTS, P.A. [Architecture]

Employee	Unloaded Hourly Rate	Overhead (%)	Unloaded Rate + Overhead	Profit (%)	Rate
Principal	$72.73	150%	$181.82	10%	$200.00
Senior Architect	$63.64	150%	$159.09	10%	$175.00
Project Architect	$47.27	150%	$118.18	10%	$130.00
Project Manager	$40.00	150%	$100.00	10%	$110.00
Technician	$34.55	150%	$86.36	10%	$95.00
Clerical	$27.27	150%	$68.18	10%	$75.00

KIMLEY-HORN [Civil Engineering / Landscape Architecture]

Employee	Unloaded Hourly Rate	Overhead (%)	Unloaded Rate + Overhead	Profit (%)	Rate
Senior Professional II	$95.68	194.54%	$281.82	10%	$310.00
Senior Professional I	$80.25	194.54%	$236.36	10%	$260.00
Professional	$66.36	194.54%	$195.45	10%	$215.00
Analyst II	$55.56	194.54%	$163.64	10%	$180.00
Analyst I	$46.30	194.54%	$136.36	10%	$150.00
Senior Technical Support Staff	$54.01	194.54%	$159.09	10%	$175.00
Technical Support Staff	$38.58	194.54%	$113.64	10%	$125.00
Support Staff	$30.86	194.54%	$90.91	10%	$100.00

TERRACON CONSULTANTS, INC. [Geotechnical Engineering]

Employee	Unloaded Hourly Rate	Overhead (%)	Unloaded Rate + Overhead	Profit (%)	Rate
Principal Engineer	$90.91	150%	$227.27	10%	$250.00
Senior Engineer	$74.55	150%	$186.36	10%	$205.00
Project Engineer	$54.55	150%	$136.36	10%	$150.00
Engineering Technician	$36.36	150%	$90.91	10%	$100.00
CADD/Drafting	$38.18	150%	$95.45	10%	$105.00
Secretary/Clerical	$36.36	150%	$90.91	10%	$100.00

CLAY COUNTY AGREEMENT/CONTRACT NO. 2022/2023-31 RN2

SECOND RENEWAL AND AMENDMENT TO AGREEMENT FOR CONTINUING GENERAL ARCHITECTURAL/ENGINEERING CONSULTING SERVICES FOR PARKS AND RECREATION

This Second Renewal and Amendment to Agreement for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation ("Second Renewal") is entered into this ____ day of October, 2025, by and between Chen Moore and Associates, Inc., a Florida Profit Corporation ("Consultant"), and Clay County, a political subdivision of the State of Florida ("County"). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, on November 9, 2022, the parties entered into the Agreement for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation, Clay County Agreement/Contract No. 2022/2023-31 ("Agreement"), incorporated herein by reference, wherein Consultant agreed to provide architectural, engineering, design, environmental, planning, and consulting services for a variety of projects for the Clay County Parks and Recreation Department; and

WHEREAS, the Agreement provides for an initial two year term beginning on November 9, 2022 and continuing through November 8, 2024, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties; and

WHEREAS, on October 22, 2024 the parties entered into the First Renewal and Amendment, incorporated herein by reference, to renew the Agreement for an additional one year period commencing November 9, 2024 and continuing through November 8, 2025, add a new provision 2.11 under Section 2, and amend Attachment 3 (Work Order Form); and

WHEREAS, fees for Projects assigned under the Agreement are based on the Schedule of Hourly Rates attached to the Agreement as Attachment 1; and

WHEREAS, in accordance with the Agreement, the Consultant has requested an increase to its hourly rates for the renewal term, as reflected in the amended Attachment 1 attached hereto; and

WHEREAS, the Agreement provides that any adjustments to the hourly rates during a renewal term shall be made by written amendment; and

WHEREAS, the parties wish to enter into this Second Renewal in order to (i) renew the Agreement for an additional one-year term, commencing November 9, 2025, and continuing through November 8, 2026, (ii) amend the Consultant's hourly rates, and (iii) amend Section 8 of the Agreement to add a new subsection addressing Change Orders submitted by contractors, 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. Renewal. The Agreement is hereby renewed for an additional one year period commencing on November 9, 2025 and continuing through November 8, 2026 ("renewal term").

3. Amendment to Consultant's Hourly Rates. During the renewal term, the Consultant's hourly rates shall be as set forth in the amended Attachment 1 (Schedule of Hourly Rates) attached hereto. Accordingly, Attachment 1 to the Agreement, as previously amended, is hereby replaced in its entirety with the amended Attachment 1 attached to this Second Renewal. The amended Attachment 1 includes the Consultant's adjusted hourly rate sheet for the Renewal Term, as well as the subconsultants' hourly rate sheets, which shall remain unchanged for the renewal term.

4. Amendment to Section 8. Section 8 of the Agreement is hereby amended to add a new subsection, designated as Section 8.2, addressing Change Orders submitted by contractors. The existing provisions under Section 8 (formerly Sections 8.1 and 8.2) are reorganized under Section 8.1 to address Change Orders submitted by the Consultant. Accordingly, Section 8 is hereby amended and replaced in its entirety with the following:

SECTION 8. CHANGE ORDERS

8.1. Change Orders submitted by Consultant.

(a) Change Orders shall be used when necessary to clarify the Services, to provide for a change in the Services, to provide for an adjustment to the amounts or scope set forth in a Work Order, to provide for a time extension, to provide for unforeseen circumstances, and to make the assigned Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Consultant shall review the costs of any proposals and negotiate in good faith with any affected subconsultants in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving

the validity of the claim.

(b) Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant.

8.2. Change Order submitted by contractors.

(a) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

(b) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

(c) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

5. Conforming Changes. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this Second Renewal shall be and hereby are changed to conform to this Second Renewal.

6. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement, as previously amended, not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

7. Counterparts. This Second Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

8. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Second Renewal on behalf of such party and that the Second Renewal 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 Second Renewal as of the date and year first written above.

CHEN MOORE AND ASSOCIATES, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Betsy Condon
Its Chairman

ATTEST:

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

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AMENDED ATTACHMENT 1 SCHEDULE OF HOURLY RATES

501 Riverside Avenue, # 501
Jacksonville, FL, 32202
Office: +1 (904) 398-8636

chen moore and associates

September 8, 2025

SENT VIA E-MAIL (justin.pierce@claycountygov.com)

Mr. Justin Pierce, CPRP
Clay County Parks and Recreation
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL 32043

Re: Rate Adjustment Request – Contract #2022/2023-31 – Agreement for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation

Mr. Pierce,

It has been a pleasure working with you and your department under our continuing services agreement (Contract #2022/2023-31). We truly value the strong, collaborative relationship we've built. Your team has made this partnership both smooth and rewarding, and we look forward to continuing our work together throughout the next renewal term and beyond.

As we approach the second and final renewal period of the contract, I'd like to formally submit a request for a rate adjustment, in accordance with Section 6.3. The agreement was originally executed in 2022 based on CMA's 2022 hourly rates. Since then, CMA has implemented companywide annual adjustments to align with inflationary trends and market conditions across the AEC industry. While we did not request an increase at the first renewal in 2024, we are submitting this request in advance of the second renewal, anticipated to take effect on November 9, 2025. This adjustment is essential to ensure that we can continue to provide the level of responsive, high-quality professional services that Clay County has come to expect from our team.

I have attached both the updated 2025–2026 CMA hourly rate schedule and the original executed contract. The proposed rates are consistent with prevailing industry standards and will allow us to sustain the expertise, resources, and responsiveness required to successfully support the County's projects.

We appreciate your thoughtful consideration and look forward to continuing our trusted partnership in the next contract term.

Respectfully submitted,

Tanya McCormick, PLA, AICP, FCP
Principal Landscape Architect

501 Riverside Avenue, # 501
Jacksonville, FL, 32202
Office: +1 (904) 398-8636

Attachment(s):

- 2025/2026 CMA Hourly Rate Schedule
- Current Continuing Services Contract #2022/2023-31

Cc: Jennifer Smith, Principal Civil Engineer, CMA
Lisa Osha, MBA, CPPB, Procurement and Contracts Manager, Clay County

501 Riverside Avenue, # 501
Jacksonville, FL, 32202
Office: +1 (904) 398-8636

chen moore and associates

2025-2026 CMA – Clay County Hourly Rate Schedule

Labor Category	Hourly Rate
Principal Engineer	$320
Senior Engineer	$305
Project Engineer	$240
Associate Engineer	$155
Engineer	$140
Principal Landscape Architect	$260
Senior Landscape Architect	$220
Project Landscape Architect	$160
Associate Landscape Architect	$160
Senior Landscape Designer	$145
Landscape Designer	$125
Principal Planner	$270
Senior Planner	$170
Project Planner	$130
Associate Planner	$100
Urban Designer	$105
Senior Project Manager	$295
Senior Environmental Scientist	$185
Project Environmental Scientist	$135
Senior Designer	$215
Designer	$145
Senior Technician	$120
Technician	$110
Senior Construction Specialist	$170
Construction Specialist	$145
Administrative Staff	$160
Intern	$70

For the 2025 renewal of Contract #2022/2023-31 – Agreement for Continuing General Architectural/Engineering Consulting Services for Parks and Recreation – the updated rates will remain in effect for the final renewal term, from November 9, 2025 through November 9, 2026.

RMPK FUNDING

Public Funding • Governmental Advocacy • Economic Development

Hourly Rate Schedule

Principal	$235
Funding Coordinator	$145
Grants Administrator	$95
Clerical	$60

CARTER ENVIRONMENTAL SERVICES
42 Masters Drive St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

Carter Environmental Services, Inc.
2022 Rate Schedule

Job Description	$/Hour
Principal	180
Senior Project Manager	145
Senior Scientist	115
Senior Draftsperson/GIS	115
Project Scientist III	100
Project Scientist I	85
Environmental Technician	65
Office Manager	65

R·DEAN SCOTT
ARCHITECT, INC.

RFQ NO. 21/22-47 - CLAY COUNTY CONTINUING CONSULTING SERVICES - PARKS AND RECREATION	
Prepared: November 1, 2022	Prepared by: Stacy Folkers, AIA

HOURLY RATES			
Firm	Staff	Rate	Unit
RDSA	Principal Architect	$200.00	hour
RDSA	Licensed Architect	$125.00	hour
RDSA	Designer / CAD / BIM Tech	$85.00	hour
RDSA	General Administration	$50.00	hour

PROS CONSULTING RATE SHEET
2022

- Leon Younger, President $195
- Principal $175
- Associate Principal $165
- Senior Project Manager $145
- Project Manager $125

Rate Schedule

Effective January 2022

SURVEY OFFICE PERSONNEL RATES:		
Office/Department Manager	$230.00	per hour
Senior Project Manager	$200.00	per hour
Project Manager	$175.00	per hour
Staff Surveyor	$160.00	per hour
Phase Manager	$150.00	per hour
Project Coordinator	$125.00	per hour
Senior Office Technician	$110.00	per hour
Office Technician	$105.00	per hour
Project Specialist	$90.00	per hour
Administration/Clerical Support	$90.00	per hour
SURVEY FIELD CREW RATES:		
Field Operations Manager	$135.00	per hour
Field Coordinator/Supervisor	$115.00	per hour
One (1) Person Survey Field Crew	$110.00	per hour
Two (2) Person Survey Field Crew	$165.00	per hour
Three (3) Person Survey Field Crew	$220.00	per hour
Additional Rodperson or Flagperson	$55.00	per hour
UTILITY ENGINEERING OFFICE PERSONNEL RATES:		
Office/Department Manager	$230.00	per hour
Senior Project Manager	$200.00	per hour
Project Manager/Senior Engineer	$175.00	per hour
Staff Engineer	$175.00	per hour
Phase Manager	$150.00	per hour
Senior Office Technician	$110.00	per hour
Office Technician	$105.00	per hour
Senior Utility Coordinator	$180.00	per hour
Utility Coordinator	$150.00	per hour
Project Specialist	$90.00	per hour
Administration/Clerical Support	$90.00	per hour
UTILITY ENGINEERING FIELD CREW RATES:		
Field Operations Manager	$160.00	per hour
Field Coordinator/Supervisor	$115.00	per hour
Field Technician	$100.00	per hour
One (1) Person SUE Designating Crew	$105.00	per hour
Two (2) Person SUE Designating Crew	$185.00	per hour
Three (3) Person SUE Designating Crew	$250.00	per hour
Two (2) Person Vacuum Crew With One (1) Unit	$277.50	per hour
Three (3) Person Vacuum Crew With One (1) Unit	$342.50	per hour

FIBER ENGINEERING PERSONNEL RATES:

Office/Department Manager	$230.00	per hour
Senior Project Manager	$200.00	per hour
Project Manager	$150.00	per hour
OSP Engineer III	$120.00	per hour
OSP Engineer II	$105.00	per hour
OSP Engineer I	$95.00	per hour
Drafter	$85.00	per hour
Project Specialist	$90.00	per hour

FIBER ENGINEERING FIELD CREW RATES:

Fielder	$95.00	per hour
OSP Inspector	$95.00	per hour
Senior OSP Inspector	$105.00	per hour

GEOSPATIAL OFFICE PERSONNEL RATES:

Director/Operations Manager	$325.00	per hour
Senior Project Manager	$240.00	per hour
Acquisition Manager	$215.00	per hour
Project Manager	$190.00	per hour
Aircraft Pilot	$205.00	per hour
Two (2) Person UAS Geo Crew – Unmanned Pilot & Observer	$215.00	per hour
Two (2) Person UAS Survey Crew – Unmanned Pilot & Observer	$155.00	per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$350.00	per hour
Photogrammetrist/Project Lead/Sensor Operator (Tech 3)	$130.00	per hour
Acquisition/Calibration/Aerial Triangulation Technician (Tech 2)	$115.00	per hour
LiDAR/Photogrammetry/GIS Technician (Tech 1)	$100.00	per hour
Project Specialist	$90.00	per hour

GIS OFFICE PERSONNEL RATES:

Director/Operations Manager	$185.00	per hour
Senior Project Manager	$150.00	per hour
GIS Office Technician 1	$70.00	per hour
GIS Office Technician 2	$90.00	per hour
GIS Field Technician	$80.00	per hour
IT Web Administrator	$150.00	per hour
Programmer	$125.00	per hour
Project Specialist	$90.00	per hour
Office Administration	$120.00	per hour

SURVEY EQUIPMENT RATES:

GPS Receiver	$10.00	per hour
Robotic Total Station S-7	$13.25	per hour
Robotic Total Station S-9	$66.75	per hour
SX-10	$35.00	per hour
Tier 1 HDS Scanner (BLK360 & Faro)	$33.00	per hour
Tier 2 HDS Scanner (RTC360)	$35.00	per hour
Tier 3 HDS Scanner (Leica P20, P40, P50)	$312.00	per hour
Digital Level	$4.00	per hour
UTV	$18.00	per hour
Aluminum Boat	$15.00	per hour
Echo Sounder – Remote Controlled Boat	$25.00	per hour
Echo Sounder – Sonarmite	$9.25	per hour
VM810 Survey	$5.75	per hour
RD8000 Survey	$11.50	per hour
IKE-IKE4	$28.50	per hour
Tool Tracking Equipment (Hans Box & Traxall)	$2.75	per hour
SPAR 300 Kit	$5.00	per hour
Weather Station	$6.00	per hour

UTILITY ENGINEERING EQUIPMENT RATES:

GPS Receiver	$10.00	per hour
Robotic Total Station S-7	$13.25	per hour
Robotic Total Station S-9	$66.75	per hour
SX-10	$35.00	per hour
Digital Level	$4.00	per hour
UTV	$18.00	per hour
SPAR 300 Kit	$5.00	per hour
Vacuum Excavator Truck	$92.00	per hour
Vacuum Excavator Towed	$50.00	per hour
Vacuum Excavator (Canister)	$4.00	per hour
Single Axle Trailer (Compressor/Generator-Towed) IR185	$20.00	per hour
Magnetometer (EM-61)	$88.40	per hour
SUE Equipment Package	$7.00	per hour
Ground Penetrating Radar (GPR-Push Cart)	$12.50	per hour
GPR Towed (Raptor Towed Array)	$125.00	per hour
Confined Space Entry (CSE)	$13.00	per hour
All Material Locator (AML PRO)	$10.00	per hour

FIBER ENGINEERING EQUIPMENT RATES:

Fiber Engineering Equipment Package	$13.50	per hour

GEOSPATIAL EQUIPMENT RATES:

Riegl VQ 1560II	$1,300.00	per hour
Riegl 480II or 780I	$1,000.00	per hour
Mobile Mapping System, includes 360° Camera System (Equip. Only)	$1,000.00	per hour
Mobile Mapping Equipment Stand-by Fee (Equip. Only)	$200.00	per hour
HDS Laser Scanner	$100.00	per hour
High Rail Equipped Vehicle	$10.00	per hour
Weather Station	$10.00	per hour
Oblique HD Camera System – Manned Aircraft	$30.00	per hour
Video Camera System – Manned Aircraft	$5.00	per hour
360° Camera System – Terrestrial Marine Stand Alone	$100.00	per hour
Helicopter (Turbine Engine Powered)	$1,450.00	per hour
Helicopter (Reciprocal Engine Powered)	$850.00	per hour
Fixed Wing Twin Engine (Piston)	$1,300.00	per hour
Fixed Wing Single Engine (Piston)	$750.00	per hour
Fixed Wing Single Engine (Turbine)	$1,400.00	per hour
UAS Autel Devon2 / Mavic / Phantom / Small Lift TIER 1	$50.00	per hour
UAS Alta-X / Galaxy / SkyFront Heavy Lift with LiDAR TIER 3	$300.00	per hour
UAS M600 Type Inspection Platform TIER 2	$75.00	per hour
Handheld DSLR Camera	$50.00	per hour
GPS Receiver (Unmanned)	$10.00	per hour / $100 per day
Geospatial Work Station	$15.00	per hour

OTHER DIRECT RATES:

Lodging / Per Diem*	GSA	
Mileage	$0.80	per mile
Additional Vehicle (plus mileage)	$20.00	per hour
Environmental Supplies	$25.00	per day
Recording Fees	At Cost plus 10%	
Permitting Fees	At Cost plus 10%	
Third-Party Traffic Control	At Cost plus 10%	
Metered Water	At Cost plus 10%	
Backfill Material	At Cost plus 10%	
Spoils Disposal	At Cost plus 10%	
Coring	At Cost plus 10%	
Document Reproduction	At Cost plus 10%	
Records Collection Fees	At Cost plus 10%	
All Other Services Not Described	At Cost plus 10%	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners

DATE: 10/14/2025

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Governors Park Mobility Fee Credit Agmt	Agreement/Contract	10/24/2025	Governors_Park_Mobility_Fee_Credit_Agreement_-_Green_Cove_Spring_Bypass_-_Final_10.23.25_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/21/2025 - 4:49 PM	Item Pushed to Agenda

CLAY COUNTY
AGREEMENT/CONTRACT NO. 2025/2026 - _____

GOVERNORS PARK MOBILITY FEE CREDIT AGREEMENT

This **MOBILITY FEE CREDIT AGREEMENT** (the "**Agreement**") is made and entered into as of the ___ day of October, 2025, by and between **GOVERNORS PARK PROPERTY HOLDINGS, LLC,** a Delaware limited liability company, its successors or assigns **(**collectively, **"GPPH"),** and **CLAY COUNTY, FLORIDA,** a political subdivision of the State of Florida **("County")**(with GPPH and the County sometimes referred to individually as a "**Party**" and collectively as the "**Parties**").

Recitals:

WHEREAS, GPPH is the owner and master developer of the Governors Park Development of Regional Impact ("**DRI**"), for which a Development Order was approved by the Clay County Board of County Commissioners on June 30, 2009 as Ordinance No. 2009-29 and which was subsequently amended in Ordinance Nos. 2017-45, 2019-21 and 2022-58 (collectively, the "**Development Order**"); and

WHEREAS, the real property subject to the DRI Development Order is described in **Exhibit "A**" attached hereto and incorporated herein by this reference (the "**DRI Property**"); and

WHEREAS, Special Condition 23 of the Development Order requires GPPH to construct a four-lane section of the Green Cove Springs Bypass from U.S. 17 north to the Interchange Ramps (as defined in the Development Order)(the "**Bypass Southern Segment**") and then from the Interchange Ramps north to State Road 16 (the "**Bypass Northern Segment**"), and sometimes collectively with the Bypass Southern Segment, the "**GCS Bypass**") and to dedicate the right-of-way for such road; and

WHEREAS, Special Condition 30 of the Development Order states that GPPH, its successors and assigns, will receive mobility fee credits for the construction of the GCS Bypass and dedication of right-of-way for the same because such road is a Designated Mobility Improvement, as defined in the Clay County Mobility Fee Ordinance No. 2020-39 (the "**Mobility Fee Ordinance**"); and

WHEREAS, GPPH is also the successor in interest to D.D.I, Inc., in that certain Road Impact Fee Credit Agreement [Governors Park DRI] dated April 23, 2019 (Clay County Agreement/Contract No. 2018/2019-100) by and between the County and D.D.I. (the "**IFC Agreement**") for the DRI Property; and

WHEREAS, GPPH and the County desire to replace the IFC Agreement with this Agreement and to provide mobility fee credits to GPPH related to the construction of the GCS Bypass and related right-of-way as a Designated Mobility Improvement pursuant to Section 3.05 of the Mobility Fee Ordinance, as more fully set forth herein; and

WHEREAS, the County hereby agrees to provide mobility fee credits to GPPH related to the GCS Bypass in exchange for GPPH's construction of the GCS Bypass and dedication of right-of-way therefor, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth herein form an integral part of this Agreement. When construing this Agreement, the Parties shall refer to the recitals to the extent necessary to give full effect to the intent of the Parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. **GCS Bypass Alignment and Construction**. The Parties hereto agree that the alignment for the GCS Bypass (the "**Updated Bypass Alignment**") shall be as set forth on the map attached hereto as **Exhibit "B**" and incorporated herein by this reference (the "**Updated Bypass Alignment Map**"). This Updated Bypass Alignment constitutes the same as the Green Cove Springs Bypass Designated Mobility Improvement in the Mobility Fee Ordinance and in Special Condition 23 of the Governors Park DRI Development Order, with the exception that the designated length of 5.75 miles shall be adjusted to reflect the updated alignment length of five (5) miles.

GPPH intends to construct or cause to be constructed the GCS Bypass, which construction will include a four-lane road with a 16-foot-wide multi-purpose path (except under the overpass where the path may be reduced to 12 feet in width), concrete sidewalks and associated stormwater management facilities in compliance with applicable County and Florida Department

of Transportation Standards and Regulations, in five sections as depicted on the Updated Bypass Alignment Map, as follows:

a. The Bypass Southern Segment from U.S. Highway 17 to County Road 15A (the "**Bypass Southern Segment A"**). Bypass Southern Segment A is approximately 2,124 linear feet in length (approximately eight (8) percent of the 26,455 linear feet comprising the Bypass Southern Segment and the Bypass Northern Segment, in combination).

b. The Bypass Southern Segment from County Road 15A to the end of Phase 1 (the "**Bypass Southern Segment B**"). Bypass Southern Segment B is approximately 2,055 linear feet in length (approximately eight (8) percent of the 26,455 linear feet comprising the Bypass Southern Segment and the Bypass Northern Segment, in combination).

c. The Bypass Southern Segment from the end of Phase 1 to the First Coast Expressway (the "**Bypass Southern Segment C**"). Bypass Southern Segment C is approximately 6,637 linear feet in length (approximately twenty-five (25) percent of the 26,455 linear feet comprising the Bypass Southern Segment and the Bypass Northern Segment, in combination).

d. The Bypass Northern Segment from the First Coast Expressway to the end of the portion of the GCS Bypass located within Governors Park (the "**Bypass Northern Segment D**"). Bypass Northern Segment D is approximately 3,929 linear feet in length (approximately fifteen (15) percent of the 26,455 linear feet comprising the Bypass Southern Segment and the Bypass Northern Segment, in combination).

e. The Bypass Northern Segment from the Governors Park northern boundary to State Road 16, including the bridge over Governors Creek and wildlife crossing required in Development Order Special Condition 15(d), as may be amended (the "**Bypass Northern Segment E**"). Bypass Northern Segment E is approximately 11,710 linear feet in length (approximately forty-four (44) percent of the 26,455 linear feet comprising the Bypass Southern Segment and the Bypass Northern Segment, in combination).

3. **Credit**.

a. **Calculation of Credit**. GPPH shall receive mobility fee credit ("**Credit**", or in the plural, "**Credits**") for the construction of the GCS Bypass and the dedication of right-of-way for the roadway pursuant to Section 3.05 of the Mobility Fee Ordinance as follows:

i. Upon the County's approval of a plat containing any segment of the right-of-way for the GCS Bypass (the "**ROW**"), GPPH shall receive Credits in an amount equal to ten (10) percent of the value of the applicable segment of the GCS Bypass depicted on the Updated Bypass Alignment Map as a Designated Mobility Improvement. The value of the ten (10) percent shall be calculated based on the value of the Designated Mobility Improvement on the date of the County's approval of the plat containing the applicable segment of the GCS Bypass ROW, as adjusted for the Updated Bypass Alignment. Every segment of ROW conveyed to the County shall be of a width for the construction of a four-lane road, as required in the Development Order.

ii. Upon the earlier of GPPH (or its designee) either (a) posting a payment bond (which may include a dual oblige rider) or irrevocable letter of credit or (b) completing construction of the applicable segment of the GCS Bypass pursuant to the requirements of Subsection 3.05.d(3) of the Mobility Fee Ordinance, GPPH shall receive Credits in an amount equal to ninety (90) percent of the value of the applicable segment of the GCS Bypass as a Designated Mobility Improvement. The value of the ninety (90) percent shall be calculated based on the value of the Designated Mobility Improvement on the date on which GPPH either posts the required surety or completes construction of the applicable segment of the GCS Bypass, as adjusted for the Updated Bypass Alignment. The Development Order allows GPPH to initially construct certain segments of the GCS Bypass as two lanes, with two additional lanes constructed at a later date. If GPPH constructs a segment with four lanes, it shall receive Credits equal to all funds related to the applicable segment due pursuant to this subsection

3.a. If GPPH constructs a segment with two lanes, it shall receive Credits equal to one-half (1/2) of the funds due for the applicable segment pursuant to this subsection 3.a and will receive Credits equal to the other one-half (1/2) of such funds once the applicable segment is bonded or constructed with the two additional lanes. By way of example, if GPPH bonds or constructs the Bypass Southern Segment A as a four-lane road, it shall receive Credits equal to the value of eight (8) percent of the Designated Mobility Improvement; and if GPPH bonds or constructs the Bypass Southern Segment A as a two-lane road, it shall receive Credits equal to the value of four (4) percent of the Designated Mobility Improvements. Upon posting a bond, GPPH shall be permitted to receive Credits prior to right-of-way for the applicable segment being dedicated to Clay County and prior to construction of the applicable segment.

The Mobility Fee Ordinance states that the value of the GCS Bypass was Seventy-Seven Million Seven Hundred Sixty-Three Thousand Five Hundred Sixty and No/100 Dollars ($77,763,560.00) in the year 2020. Such value is adjusted annually based on a construction cost escalator, as provided in Section 3.10 of the Mobility Fee Ordinance. Accordingly, the value of the GCS Bypass as a Designated Mobility Improvement has increased since 2020, and the amount of related Credit has also risen. The value of the GCS Bypass as a Designated Mobility Improvement as of October 1, 2025 is Ninety-Three Million Three Hundred Nine Thousand Ten and 77/100 Dollars ($93,309,010.77). The GCS Bypass value shall be adjusted to Eighty-One Million One Hundred Thirty-Eight Thousand Two Hundred Seventy and 20/100 Dollars ($81,138,270.20) to reflect the updated length of five (5) miles based on the Updated Bypass Alignment.

b. **Schedule of GCS Bypass Donation of Right-of-Way, Roadway Construction and Issuance of Credit**.

i. The donation of the GCS Bypass ROW (all segments) shall be accomplished by dedication through plat accepted and recorded by the County. GPPH shall prepare such plat and present it to the County for approval and recordation. Upon the County's recording of the plat containing the ROW, GPPH shall be entitled to receive Credit in the amount of ten (10) percent of the value of

the applicable segment of the GCS Bypass as a Designated Mobility Improvement, based on the calculation set forth in Subsection 3.a hereof.

ii. Upon GPPH (or its designee) either posting surety for the construction of the applicable segment of the GCS Bypass or completing construction of the applicable segment of the roadway, whichever first occurs, GPPH shall be entitled to receive Credit in the amount of ninety (90) percent of the value of the applicable segment of the GCS Bypass as a Designated Mobility Improvement, based on the calculation set forth in Subsection 3.a hereof.

c. **Use of Mobility Fee Credit by GPPH and Successors**. Credit issued to GPPH under this Agreement may be used by GPPH or successor owners of the DRI Property in the payment, in whole or part, of Mobility Fees for New Construction (as that term is defined in the Mobility Fee Ordinance) on the DRI Property or portions thereof. Except as provided herein, the use of Credit shall be on a dollar-for-dollar basis and shall not be limited in time nor restricted to any particular land uses. GPPH and its successors or assigns shall have the right to transfer Credit for New Construction within the Lake Asbury/Green Cove Springs Mobility Fee District and may request to transfer Credits to adjacent property located within the Agricola Property Planned Unit Development approved by the Clay County Commission as Ordinance No. 2024-14, upon compliance with Section 163.31801(10), Florida Statutes.

d. **Community Development Districts, Award of Credits**. At the request of GPPH, the County has established two community development districts for the DRI Property – Governors Park South Community Development District (the "**South CDD**") and Governors Park North Community Development District (the "**North CDD**"). In the event the South CDD and/or the North CDD causes the construction of any segment of the GCS Bypass, Credit for such construction will be transferred by GPPH to the applicable community development district.

4. **The County's Obligations.** The County, through its Mobility Fee Coordinator, shall:

a. Utilize the form of mobility fee credit voucher attached hereto as **Exhibit "C"** and incorporated herein by this reference (the "**Credit Voucher**") in the administration of this Agreement that provides for the identification of the transferee or its successor of any Credit, the dollar amount of the Credit transferred, and a legal description of the lands within which the Credit may be used.

b. Maintain a ledger reflecting the use of the Credits.

c. Require that, in connection with payment of Mobility Fee obligations, when a Credit Voucher from GPPH, a transferee, or its successor, as applicable, stating the dollar amount of the Credit transferred is presented to the County, the County shall deduct the amount of the Credit Voucher from the balance of the Credit then available to GPPH, a transferee, or its successor, as applicable; and issue such documentation as is necessary to reflect the amount credited against those Mobility Fee obligations due.

d. Not be responsible for determining whether any particular Credit Voucher is valid as between GPPH or any transferee or its successor, as applicable, for any New Construction, and shall accept any Credit Voucher on the applicable form and signed by the person(s) identified as authorized to execute the Credit Voucher for any particular New Construction at the time any Mobility Fee obligation is otherwise due.

e. Periodically, GPPH may request from the County the opportunity to inspect and copy Credit Vouchers accepted by the County. If, based on its inspection of such Credit Vouchers, GPPH believes that the County has accepted an invalid Credit Voucher(s) or has otherwise processed a Credit Voucher(s) improperly, GPPH may notify the County of its objection to such invalid or improperly processed Credit Voucher(s). Upon receipt of a GPPH objection, the County shall make any necessary adjustments to the County's ledger and take whatever steps lawfully available to the County to withhold, suspend, or revoke any permits, plans, or other approvals issued based upon the acceptance of such invalid or improperly processed Credit Voucher(s). If the County determines that the Credit Voucher(s) to which GPPH objected is valid and was processed properly, then

the County may restore any permits, plans, or approvals issued based upon the acceptance of such Credit Voucher(s).

f. The County may accept a monetary payment by an applicant for Mobility Fee obligations due for New Construction where no Credit Voucher is presented from GPPH, a transferee, or a successor. Any such payment is non-refundable.

g. The County is obligated to accept the plat of the GCS Bypass ROW provided such plat conforms to applicable requirements of Chapter 177, Part I, Florida Statutes.

5. **GPPH's Obligations**. GPPH and any transferee or its successor, as applicable, shall:

a. Provide to the County written notification of any transfer of Credit to a transferee, executed by GPPH and the transferee, identifying the transferee, the person(s) authorized to execute the Credit Voucher on behalf of the transferee, the dollar amount of the Credit transferred, and a legal description of the transferee's lands within which the Credit may be used.

b. Notify any transferee that it shall provide the County written notification of any transfer of Credit to a successor in title, executed by the transferee and the successor, identifying the successor, the person(s) authorized to execute the Credit Voucher on behalf of the successor, the dollar amount of the Credit transferred, and a legal description of the successor's lands within which the Credit may be used.

c. GPPH is obligated to provide the plats of the segments of the GCS Bypass ROW as provided herein.

6. **Credit Vouchers.** A Credit Voucher shall be submitted to and accepted by the County no later than such time(s) as the applicable Mobility Fee obligation is otherwise due; submittal may be made for acceptance of multiple fees under a single application.

7. **Annual Report.** On or before January 31 of each year, commencing January 31 of the year following the first year in which the Credit is issued by the County and for so long as there remains any Credit under this Agreement, GPPH or a transferee, as may be designated by GPPH in writing to the County, shall prepare and deliver to the County, through its Mobility Fee Coordinator, an annual report setting forth the amount of Credit transferred to transferees and successors during the prior year and the balance of such Credit remaining. If GPPH's conclusions

in its annual report, when compared to the County's ledger listing the use of the Credit, disagree with the County's ledger, then GPPH shall notify the County in writing and state the specific reasons for such disagreement. In the event that GPPH and the County are unable to resolve such a disagreement, GPPH may request a meeting with the County Manager. If the County Manager affirms disagreement with the conclusions of the annual report, then GPPH may pursue remedies as provided in Section 8.a. below.

8. **Defaults and Remedies**.

a. **County/Defaults**. If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then GPPH may deliver written notice of such default to the County. The County shall cure such default within sixty (60) days after the delivery of such notice of default. If the County does not cure such default within the time period provided, then GPPH may pursue any available remedies in law or equity. By an amendment to this Agreement under Sections 9 or 10(i) below, time periods for the County's performance as provided in this Agreement may be extended.

b. **GPPH/Defaults**. If GPPH or any transferee or successor (including the South CDD and North CDD) defaults in the performance of any obligation required to be performed by it under this Agreement (the Defaulting Party), then the County may deliver written notice of such default to the Defaulting Party. The Defaulting Party shall cure such default within sixty (60) days after the delivery of such notice of default. If the Defaulting Party does not cure such default within the time period provided, then the County may pursue any available remedies in law or equity. By an amendment to this Agreement under Sections 9 or 10(i) below, time periods for GPPH's performance as provided in this Agreement may be extended.

9. **Future Revisions**. If the Ordinance, Clay County Comprehensive Plan or any other Clay County land development regulation is amended to decrease, eliminate, waive (temporarily or permanently), or otherwise revise the Mobility Fee obligations or replace any or all of the Mobility Fee obligations with another form of exaction for transportation impacts in a manner which affects adversely the value or viability of the Credit, then such amendment shall serve as grounds for GPPH to request the County to amend this Agreement in a manner which shall maintain the value or viability of the then remaining Credit. The Parties agree that

the Mobility Fee obligations to which the Credit may be applied shall be those in effect at the time the Mobility Fee obligations for applicable New Construction would otherwise be due.

10. **Miscellaneous Provisions**.

a. **Notices, Demands and Communications Between the Parties**. Notices, demands and communications between the Parties shall be given by depositing the same in the United States Mail, postage prepaid, registered, or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

Clay County
Attn: County Manager
P. 0. Box 1366
Green Cove Springs, Florida 32043

With copy to:

Clay County
Attn: County Attorney
P. 0. Box 1366
Green Cove Springs, Florida 32043

Notices, demands and communications to GPPH:

Governors Park Property Holdings, LLC
Attn: General Counsel
9 Old Kings Highway South, Fourth Floor
Darien, Connecticut 06820

With copies to:

BTI Partners
Attn: Kevin Kramer
401 East Las Olas Boulevard, Suite 1870
Fort Lauderdale, Florida 33301

and

Morris, Manning & Martin, LLP
Attn: Elizabeth Karmin, Esq.
1333 New Hampshire Avenue NW, Suite 800
Washington, D.C. 20036

b. **Successors and Assigns**. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. GPPH may

assign any or all of its rights and obligations under this Agreement. In the event of such assignment, the term GPPH in this Agreement shall refer to such assignee(s) with respect to the applicable portion of such rights and obligations that have been assigned (and the original contracting party, GPPH, shall have no further obligations under this Agreement with respect to the portion of such rights and obligations as have been so assigned). At least thirty (30) days prior to any such assignment, a notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any rights and obligations assigned to it by GPPH under this Agreement (with respect to the portion of such rights and obligations that have been assigned), shall be provided to the County. Upon the date of the assignment of all obligations and liabilities under this Agreement and providing notice of such assignment to the County, the original contracting party to this Agreement, GPPH, shall have no further obligations under this Agreement.

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

d. **Voluntariness**. The Parties have voluntarily entered into this Agreement in consideration of the benefits and the rights of the Parties arising hereunder.

e. **Agreement Executed in Counterparts**. This Agreement may be executed in two or more counterparts, each of which is considered and shall be deemed to be an original, but only one agreement is intended hereby.

f. **Merger of Agreement Terms**. This Agreement constitutes the entire understanding and agreement of the Parties as to the subject matter hereof and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter.

g. **Section Heading**. Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.

h. **Joint Preparation**. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

i. **Amendment to Agreement**. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon the Parties unless such amendment or modification is in writing and has been executed by the Parties.

j. **Compliance with Laws**. The Parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

k. **Cooperation and Further Assurances**. The Parties hereto agree to cooperate in all reasonable respects to ensure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

l. **Applicable Law: Jurisdiction and Venue**. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

m. **Time is of the Essence**. Time is of the essence with respect to this Agreement and each of its terms and provisions.

n. This Agreement shall be binding on the Parties and their respective successors and specific assignees.

o. **Effective Date**. This Agreement and subsequent amendments hereto shall become effective the date they are approved and executed by the Parties.

p. **Authority.** The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this

Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

q. **Limited Liability**. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of either Party hereto shall have any personal liability under this Agreement, and no personal judgment shall be sought or obtained against any of the foregoing in connection with this Agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

GOVERNORS PARK PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

Witness:

_____
Name: _____

_____
Name: _____

By: _____
Name: _____
Its: _____

Date: _____

Witness:

_____
Name: _____

_____
Name: _____

By: _____
Name: _____
Its: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ as _____ for Governors Park Property Holdings, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____

Personally Known ____OR Produced Identification ____
Type of Identification Produced _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ as _____ for Governors Park Property Holdings, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____

Personally Known ____OR Produced Identification ____
Type of Identification Produced _____

CLAY COUNTY, FLORIDA

By: _____

Betsy Condon, Its Chairman

Date: _____

ATTEST:

_____

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

EXHIBIT "A"

DRI PROPERTY LEGAL DESCRIPTION

The land referred to herein below is situated in the County of CLAY, State of FL, and described as follows:

DRI PARCEL:

All of Government Lot 6 of Section 30, and all of Fractional Sections 28 and 33, together with portions of Fractional Sections 29 and 34, a portion of Section 32, and a portion of the George I.F. Clarke Grant (Clarke's Mill Grant), Section 38, as subdivided in the re-survey by Goold T. Butler, as recorded in Plat Book 1, pages 31 through 36 of the public records of Clay County, Florida, all lying in Township 6 South, Range 26 East, said Clay County, together with a portion of Sections 3 and 4, Township 7 South, Range 26 East, said Clay County, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 34, thence South 89°38'35" West, along the Southerly line of said Section 34, said line also being the dividing line between Township 6 South and Township 7 South, a distance of 2025.79 feet to a point lying on the Westerly right of way line of Telegraph Road (also known as Pacetti Road), said point being the Point of Beginning.

From said Point of Beginning, thence South 43°30'30" East, departing said dividing line of Township 6 South and Township 7 South, and along said Westerly right of way line of Telegraph Road (also known as Pacetti Road), a distance of 506.78 feet to a point lying on the Northwesterly right of way line of Bellamy Road, a variable width right of way as determined by maintenance; thence South 49°04'41" West, departing said Westerly right of way line, and along said Northwesterly right of way line, 469.91 feet; thence South 54°07'48" West, continuing along said Northwesterly right of way line, 938.95 feet to a point on said right of way; thence North 24°56'16" West, departing said Northwesterly right of way line, 155.45 feet to a point lying on the Northeasterly prolongation of the Westerly line of those lands described and recorded in Official Records 1121, page 743 of said public records; thence South 65°50'38" West, along said Northeasterly prolongation and said Westerly line, 310.24 feet to a point lying on the Northerly line of Government Lot 2 of said Section 3; thence North 71°33'10" West, departing said Westerly line, and along said Northerly line and along the Northerly line of Government Lot 3, said Section 3, a distance of 2213.14 feet to the Southeast corner of Government Lot 5, said Section 4; thence North 71°38'43" West, along the Southerly line of said Government Lot 5, a distance of 714.48 feet; thence North 71°37'06" West, continuing along said Southerly line, 804.54 feet to a point lying on the Northerly line of said Section 4; thence South 89°30'31" West, departing said Southerly line, and along said Northerly line, 3839.68 feet to the Northeast corner of Section 5, said Township 7 South, Range 26 East; thence South 89°44'22" West, along the Northerly line of said Section 5, a distance of 2230.82 feet; thence North 18°53'37" West, departing said Northerly line, 888.32 feet; thence North 29°22'13" West, 837.86 feet; thence North 23°23'34" West, 1097.20 feet; thence North 19°01'27" East, 393.45 feet; thence North 29°47'31" West, 579.85 feet; thence North 24°31'20" West, 1280.38 feet; thence North 66°44'54" East, 12.08 feet; thence North 34°18'20" East, 326.40 feet; thence North 33°50'17" West, 1138.01 feet; thence South 33°15'32" West, 317.49 feet; thence South 19°58'49" West, 301.43 feet, said point being Reference Point "A"; thence continue South 19°58'49" West, 10 feet, more or less, to the centerline of Governor's Creek; thence along said centerline the following four courses: Course 1, thence Northwesterly 6047 feet, more or less; Course 2, thence Northeasterly, 994 feet, more or less; Course 3, thence Southeasterly, 1745 feet, more or less; Course 4, thence Northeasterly, 10507 feet, more or less, to a point lying on the Southwesterly line of those lands described and recorded in Official Records 103, page 322 of said public records; thence South 53°37'18" East, departing said centerline, and along said Southwesterly line, 25 feet, more or less, to a point which bears North 40°41'20" East, 12268.00 feet from said Reference Point "A"; thence continue South 53°37'18" East, along said Southwesterly line, 1211.33 feet to a point lying on the Westerly line of those lands described and recorded in Official Records 1417, page 134 of the public records of said county; thence South 36°22'51" West, departing said Southwesterly line, and along said Westerly line, 85.41 feet; thence

South 56°51'17" West, continuing along said Westerly line, 703.73 feet to the Westerly most corner of said Official Records 1417, page 134; thence South 62°57'04" East, along the Southerly line of said Official Records 1417, page 134, a distance of 1037.62 feet to the Southeast corner of said Official Records 1417, page 134, said point also lying on the Westerly line of those lands described and recorded in Official Records 2357, page 1242 of said public records; thence South 24°40'58" West, along said Westerly line, 411.05 feet to a point in the centerline of Sweet Bay Branch, said point also being Reference Point "B"; thence Northeasterly, along the meanderings of said centerline, said line also being the Southerly line of said Official Records 2357, page 1242, a distance of 670 feet, more or less, to a point lying on the Westerly right of way line of Telegraph Road (also known as Rowell Road), a 50 foot right of way as established; thence Southeasterly, along said Westerly right of way line the following five courses: Course 1, thence South 05°17'50" East, departing said centerline and said Southerly line, 10 feet, more or less, to a point which bears North 81°13'18" East, 662.16 feet from said Reference Point "B"; Course 2, thence continue South 05°17'50" East, 1114.64 feet; Course 3, thence South 16°59'18" East, 245.56 feet; Course 4, thence South 24°53'14" East, 223.88 feet; Course 5, thence South 23°54'49" East, 1281.90 feet to a point lying on the Westerly prolongation of the Southerly line of those lands described and recorded in Official Records 2295, page 1295 of said public records; thence North 86°39'39" East, departing said Westerly right of way line, along said Westerly prolongation, and along the Southerly line of said Official Records 2295, page 1295, a distance of 498.61 feet to a point lying on the Westerly right of way line of County Road 15A, a 66 foot right of way per occupation and maintenance; thence Southerly and Southeasterly, along said Westerly right of way line the following three courses: Course 1, thence South 02°13'41" West, departing said Southerly line, 2297.95 feet to the point of curvature of a curve concave Easterly, having a radius of 1942.86 feet; Course 2, thence Southerly, along the arc of said curve, through a central angle of 23°32'21", an arc length of 798.20 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 09°32'30" East, 792.60 feet; Course 3, thence South 21°18'41" East, 2254.63 feet to a point lying on the Westerly right of way line of said Telegraph Road (also known as Pacetti Road), a variable width right of way per occupation and maintenance; thence Southerly, along said Westerly right of way line the following five courses: Course 1, thence South 04°27'17" East, departing said Westerly right of way line of County Road 15A, 1690.81 feet; Course 2, thence South 00°12'30" East, 114.76 feet; Course 3, thence South 07°08'02" West, 43.89 feet; Course 4, thence South 09°50'30" East, 32.68 feet, said point being Reference Point "C"; Course 5, thence continue South 09°50'30" East, 10 feet, more or less, to the Southerly top of bank of Prescott Branch; thence Southwesterly, departing said Westerly right of way line, and along the meanderings of said Southerly top of bank, 1339 feet, more or less; thence Northwesterly, continuing along said meanderings, 744 feet, more or less; thence South 10°26'09" East 14 feet, more or less, to a point that bears South 81°07'14" West, 1812.34 feet from said Reference Point "C"; thence continue South 10°26'09" East, 17.12 feet to the Northeast corner of Lot 13 of Twin Oaks, an unrecorded subdivision; thence North 74°44'25" West, along the Northerly line of said Lot 13, a distance of 222.38 feet to the Northwest corner of said Twin Oaks; thence South 00°20'15" East, along the Westerly line of said Twin Oaks, 905.60 feet to the Southwest corner thereof; thence North 78°57'35" East, along the Southerly line of said Twin Oaks, 1082.30 feet; thence South 10°37'52" East, departing said Southerly line, 425.94 feet; thence North 78°53'41" East, 1080.72 feet to a point lying on said Westerly right of way line of Telegraph Road (also known as Pacetti Road); thence South 10°35'29" East, along said Westerly right of way line, 458.78 feet to its intersection with the South line of Government Lot 2 of said Section 34, as monumented; thence North 85°25'32" East, departing said Westerly right of way line and along said South line, 353.65 feet to the Northwest corner of Government Lot 4 of said Section 34; thence South 00°05'26" East, along the Westerly line of said Government Lot 4, a distance of 1288.03 feet to the Southwest corner of said Government Lot 4; thence North 89°38'35" East, along the Southerly line of said Government Lot 4, said line also being the Southerly line of said Section 34, a distance of 604.74 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Lots 1, 2, 8, 9, Block 41 and a portion of Lots 6 and 5, Block 40 of the Goold T. Butler Plat of the Bayard Tract, as recorded in Plat Book 1, pages 31, 32, 33 and 34 of the public records of Clay County, Florida, and lying within Section 38, Township 6 South, Range 26 East, Clay County, Florida, and being more particularly described as follows:

For a Point of Reference, commence at a point of intersection of the South line of Official Records Book 2295, page 1295, public records of Clay County, Florida, with the West right of way line of County Road 15A, a 100 foot right of way as currently established by the Florida Department of Transportation Map, Section 7101-105; thence South 02°14'10" West, along said Westerly right of way line, a distance of 1914.26 feet to a point; thence North 86°49'23" West departing said West right of way line, a distance of 246.97 feet to a point of curvature of a curve concave Northeast and having a radius of 530.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 22°53'53", an arc distance of 211.81 feet to a point of tangency of said curve, said curve being subtended by a chord bearing and distance of North 75°22'27" West, 210.41 feet; thence North 63°55'30" West,

a distance of 457.42 feet to a point of curvature of a curve concave Southwest and having a radius of 816.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 35°02'13", an arc distance of 498.99 feet to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of North 81°26'37" West, 491.25 feet; thence South 81°02'17" West, a distance of 697.11 feet to a point of curvature of a curve concave Southeast and having a radius of 809.50 feet; thence Southwesterly along the arc of said curve, through a central angle of 73°15'57", an arc distance of 1035.13 feet to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of South 44°24'18" West, 966.04 feet; thence South 07°46'20" West, a distance of 1318.66 feet to a point; thence South 86°55'08" East, a distance of 120.40 feet to a point; thence North 07°46'20" East, a distance of 447.87 feet to a Point of Beginning; thence continue North 07°46'20" East, a distance of 838.75 feet; thence North 90°00'00" East, a distance of 488.96 feet; thence North 21°45'48" East, a distance of 314.37 feet; thence North 65°00'42" East, a distance of 56.04 feet; thence North 78°56'01" East, a distance of 137.69 feet; thence South 47°55'18" East, a distance of 183.44 feet; thence South 62°39'42" East, a distance of 198.66 feet; thence North 59°41'36" East, a distance of 56.27 feet; thence North 06°53'10" East, a distance of 85.13 feet; thence South 85°24'31" East, a distance of 291.75 feet; thence South 35°04'50" East, a distance of 42.27 feet; thence North 71°22'55" East, a distance of 199.37 feet; thence South 60°10'21" East, a distance of 759.36 feet; thence South 41°14'41" West, a distance of 133.86 feet; thence North 87°54'05" West, a distance of 546.24 feet; thence South 13°14'01" East, a distance of 103.23 feet; thence South 79°14'08" West, a distance of 486.39 feet; thence South 45°46'12" West, a distance of 142.42 feet; thence South 50°14'13" East, a distance of 218.03 feet; thence South 09°33'55" West, a distance of 188.72 feet; thence South 75°50'49" West, a distance of 208.56 feet; thence South 59°16'32" West, a distance of 208.66 feet; thence North 63°12'10" West, a distance of 342.99 feet; thence North 90°00'00" West, a distance of 697.20 feet to the Point of Beginning.

AND FURTHER LESS AND EXCEPT:

Parcel 177

Part "A"

A part of the G.I.F. Clarke Grant, property of the Clinch Estate, as recorded in Plat Book 1, Pages 31 – 34, of the Public Records of Clay County, Florida, in the Clarke's Mill Grant, Section 38, Township 6 South, Range 26 East, said Clay County, Florida, being more particularly described as follows:

Commence at the intersection of the Northwesterly Existing Right of Way line of State Road No. 15 (U.S. 17, a variable width Right of Way as per Florida Department of Transportation Right of Way Map Section 71010-2507), with the Easterly Existing Right of Way line of CSX Railroad (a 100.00 foot Right of Way, as per CSX Transportation Right of Way and Track Map No. V00481); thence South 21°55'07" East, along said Easterly Existing Right of Way line of CSX Railroad, a distance of 1,759.36 feet to the Centerline of Construction of State Road No. 23 (as per Florida Department of Transportation Right of Way Map Section 71493, F.P. No. 4229382 & 4229383), and a curve to the right, having a radius of 4,750.00 feet; thence along said Centerline of Construction of State Road No. 23, the following 4 courses and distances: 1) along the arc of said curve, through an angle of 38°00'25", an arc distance of 3,150.89 feet and a chord bearing and distance of South 88°14'55" West, 3,093.44 feet to a point of tangency; 2) North 72°44'53" West, 2,059.79 feet to the point of curvature of a curve to the left, having a radius of 2,865.00 feet; 3) along the arc of said curve, through an angle of 41°55'22", an arc distance of 2,096.29 feet and a chord bearing and distance of South 86°17'26" West, 2,049.84 feet to a point of tangency; 4) South 65°19'45" West, 560.22 feet to the Westerly Existing Right of Way line of County Road No. 15A, (a 100 foot Right of Way as per Florida Department of Transportation Right of Way Map Section 7101-105), and the Point of Beginning; thence South 02°14'10" West, along said Westerly Existing Right of Way line of County Road No. 15A, a distance of 181.67 feet; thence South 65°19'45" West, a distance of 239.75 feet to the point of curvature of a curve to the right, having a radius of 40,162.00 feet; thence along the arc of said curve, through an angle of 03°07'54", an arc distance of 2,195.13 feet and a chord bearing and distance of South 66°53'42" West, 2,194.86 feet to a point of tangency; thence South 68°27'39" West, a distance of 4,268.97 feet to the point of curvature of a curve to the right, having a radius of 4,746.00 feet; thence along the arc of said curve, through an angle of 82°17'25", an arc distance of 6,816.38 feet and a chord bearing and distance of North 70°23'38" West, 6,245.44 feet to a point of tangency; thence North 29°14'56" West, a distance of 2,025.26 feet to Reference Point "C", per said State Road No. 23 Right of Way Map Section 71493, F.P. No. 4229382 & 4229383, said point being on the centerline of Governor's Creek; thence Northeasterly, meandering along said centerline of Governor's Creek, a distance of 390 feet, more or less to Reference Point "B", per said State Road No. 23 Right of Way Map, said Reference Point "B" bears North 53°22'24" East, 326.72 feet from said Reference Point "C"; thence South 29°14'56" East, a distance of 2,067.21 feet to the point of curvature of a curve to the left, having a radius of 4,422.00 feet; thence along the arc of said curve, through an angle of 82°17'25", an arc

distance of 6,351.04 feet and a chord bearing and distance of South 70°23'38" East, 5,819.08 feet to a point of tangency; thence North 68°27'39" East, a distance of 4,268.97 feet to the point of curvature of a curve to the left, having a radius of 39,838.00 feet; thence along the arc of said curve, through an angle of 03°07'54", an arc distance of 2,177.42 feet and a chord bearing and distance of North 66°53'42" East, 2,177.15 feet to a point of tangency; thence North 65°19'45" East, a distance of 273.47 feet; thence North 86°40'08" East, a distance of 117.11 feet to said Westerly Existing Right of Way line of County Road No. 15A; thence South 02°14'10" West, along last said Westerly Existing Right of Way line, a distance of 133.88 feet to the Point of Beginning, together with all the Rights of Access, Ingress, Egress, Light, Air and View between any Facility Constructed upon such Lands and any remaining Lands as first above described.

BUT TOGETHER WITH:

500' BYPASS CORRIDOR: PARCEL "A"

A portion of Sections 17, 18 and 20, Township 6 South, Range 26 East, Clay County, Florida, being more particularly described as follows:
For a Point of Reference, Commence at the Northwest corner of the Northeast One-Quarter of said Section 18; thence North 89°13'30" East, along the Northerly line of said Section 18, 64.05 feet; thence South 00°46'30" East, departing said Northerly line, 59.86 feet to the Southerly existing right of way line of State Road No. 16, a 120 foot right of way as presently established, and the Point of Beginning. From said Point of Beginning, thence North 89°07'24" East, along said Southerly existing right of way line, 1914.93 feet; thence South 00°09'49" East, departing said Southerly existing right of way line, 50.00 feet; thence South 89°07'24" West, 1519.59 feet; thence South 00°09'49" East, 512.23 feet to the point of curvature of a curve concave Northeasterly, having a radius of 1800.00 feet; thence Southerly and Southeasterly, along the arc of said curve, through a central angle of 50°07'18", an arc length of 1574.62 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°13'28" East, 1524.89 feet to a point hereinafter referred to as Point "A"; thence South 50°17'07" East, 1030.60 feet to a point hereinafter referred to as "Point B" and the point of curvature of a curve concave Southwesterly, having a radius of 4834.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 25°19'43", an arc length of 2136.95 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 37°37'16" East, 2119.59 feet; thence South 24°57'24" East, 1361.86 feet to the point of curvature of a curve concave Northeasterly, having a radius of 8107.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 27°17'06", an arc length of 3860.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 38°35'57" East, 3824.27 feet; thence South 52°14'30" East, 900.0 feet to a point on the approx. northerly edge of Governor's Creek; thence continue South 52°14'30" East, 14 feet more or less to the centerline run of said creek and the North boundary of lands conveyed to "Buttercup Enterprises, LLC" as described in Official Records Book 3069, Page 1098 of the public records of said County and a point hereinafter referred to as Point "C"; thence return to the above described Point of Beginning and run southwesterly along a curve concave southeasterly having a radius of 25.00 feet, along the arc of said curve, through a central angle of 89°17'13", an arc length of 38.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 44°28'47" West, 35.13 feet to the Easterly existing right of way line of Springbank Road, an 80-foot right of way as presently established; thence South 00°09'49" East, along said Easterly right of way line, 3049.22 feet; thence leave said right of way line and run North 89°50'11" East, 27.61 feet; thence run North 71°54'03" East, 1225.50 feet to a point lying 500.0 feet as measured perpendicular from a line bearing South 50°17'07" East, from the above described Point "A" to Point "B"; thence run South 50°17'07" East, parallel to said line 446.53 feet to the point of curvature of a curve concave Southwesterly, having a radius of 4334.0 feet; thence Southeasterly, along the arc of said curve, through a central angle of 25°19'43", an arc length of 1915.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 37°37'16" East, 1900.35 feet; thence South 24°57'24" East, 1361.86 feet to the point of curvature of a curve concave Northeasterly, having a radius of 8607.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 27°17'06", an arc length of 4098.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 38°35'57" East, 4060.13 feet; thence South 52°14'30" East, 845.0 feet to a point on the approx. northerly edge of Governor's Creek; thence continue South 52°14'30" East, 12 feet more or less to the centerline run of said creek and the North boundary of said lands described in Official Records Book 3069, Page 1098 of said public records and point referred to as Point "E"; thence run in a general Northeasterly direction along said north line and along said centerline with all the sinuosities thereof, a distance of 782 feet more or less to the above described Point "C" and to Close.

ALSO BEING DESCRIBED AS:

500' BYPASS CORRIDOR: PARCEL "A" (SURVEYOR'S DESCRIPTION)
A portion of Sections 17, 18 and 20, Township 6 South, Range 26 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of the Northeast one-quarter of said Section 18; thence North 89°07'20" East, along the Northerly line of said Section 18, a distance of 64.05 feet; thence South 00°46'30" East, departing said Northerly line, 59.99 feet to a point lying on the Southerly right of way line of State Road No. 16, a public 120 foot right of way as presently established, and the Point of Beginning.

From said Point of Beginning, thence North 89°07'24" East, along said Southerly right of way line of State Road No. 16, a distance of 1915.08 feet; thence South 00°09'49" East, departing said Southerly right of way line, 50.00 feet; thence South 89°07'24" West, 1519.59 feet; thence South 00°09'49" East, 512.23 feet to the point of curvature of a curve concave Northeasterly having a radius of 1800.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 50°07'18", an arc length of 1574.62 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°13'28" East, 1524.89 feet; thence South 50°17'07" East, 1030.60 feet to the point of curvature of a curve concave Southwesterly having a radius of 4834.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 25°19'43", an arc length of 2136.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 37°37'16" East, 2119.59 feet; thence South 24°57'24" East, 1361.86 feet to the point of curvature of a curve concave Northeasterly having a radius of 8107.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 27°17'06", an arc length of 3860.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 38°35'57" East, 3824.27 feet; thence South 52°14'30" East, 730.00 feet to a point hereinafter referred to as Reference Point "A"; thence continue South 52°14'30" East, 214 feet more or less, to the centerline of Governor's Creek; thence Southwesterly along the meanderings of said centerline, 782 feet, more or less; thence North 52°14'30" West, departing said centerline, 187 feet to a point that bears South 46°50'46" West, 506.36 feet from said Reference Point "A"; thence continue North 52°14'30" West, 650.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 8607.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 27°17'06", an arc length of 4098.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 38°35'57" West, 4060.15 feet; thence North 24°57'24" West, 1361.86 feet to the point of curvature of a curve concave Southwesterly having a radius of 4334.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 25°19'43", an arc length of 1915.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 37°37'15" West, 1900.36 feet; thence North 50°17'07" West, 446.53 feet; thence South 71°54'03" West, 1225.50 feet; thence South 89°50'11" West, 27.78 feet to a point lying on the Easterly right of way line of County Road No. 315A (Springbank Road), a public 80 foot right of way as presently established; thence North 00°09'41" West, along said Easterly right of way line, 454.42 feet; thence North 00°09'49" West, 2594.79 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 89°17'13", an arc length of 38.96 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 44°28'47" East, 35.13 feet.

AS WELL AS DRAINAGE EASEMENTS over the following:

CORRIDOR DRAINAGE EASEMENT A:

A Parcel of land situated in Section 18, Township 6 South, Range 26 East, Clay County, Florida; Said Parcel being a Portion of lands described in Official Records Book 3104, Page 845, of the public records of said county and more particularly described as follows:
Commence at the Northwest corner of the Northeast One-Quarter of said Section 18; thence North 89°13'30" East, along the North line of said Section 18, a distance of 64.05 feet; thence run South 00°46'30" East, 59.86 feet to the Southerly right of way line of State Road No. 16, a 120 foot right of way; thence run North 89°07'24" East, along said right of way line, 102.10 feet to the northwest corner of lands described in Official Records Book 3104 on Page 845 of said public records; thence continue North 89°07'24" East, along said right of way line 1812.83 feet; thence leave said right of way line and run South 00°09'49" East, 50.00 feet; thence South 89°07'24" West, a distance of 603.27 feet to a non-tangent curve concave to the Northeast, having a radius of 5601.05 feet, and the Point of Beginning; Thence Southeasterly along the arc of said curve, through a central angle of 13°11'20", an arc length of 1289.30 feet, a chord bearing and distance of South 18°02'09" East, 1286.46 feet; thence South 62°54'37" West, a distance of 1000.95 feet to a non-tangent curve concave to the East, having a radius of 1800.00 feet; thence Northwesterly and Northerly, along the arc of said curve, through a central angle of 39°52'32", an arc length of 1252.73 feet, a chord bearing and distance of North 20°06'05" West,

1227.60 feet; thence North 00°09'49" West, a distance of 512.23 feet; thence North 89°07'24" East, a distance of 916.32 feet to the Point of Beginning.

CORRIDOR DRAINAGE EASEMENT B-N

A Parcel of land situated in Section 17, Township 6 South, Range 26 East, Clay County, Florida, Said Parcel being a portion of lands described in Official Records Book 3104, Page 845 of the public records of said county and more particularly described as follows:
Commence at the Northwest corner of the Northeast One-Quarter of Section 18 of said Township and Range and run thence North 89°13'30" East, along the North line of said Section 18, a distance of 64.05 feet; thence run South 00°46'30" East, 59.86 feet to the Southerly right of way line of State Road No. 16, a 120 foot right of way; thence run North 89°07'24" East, along said right of way line, 1914.93 feet; thence leave said right of way line and run South 00°09'49" East, 50.00 feet; thence run South 89°07'24" West, 1519.59 feet; thence run South 00°09'49" East, 512.23 feet to a point of curve concave Northeasterly, having an arc length of 1574.62 feet, a radius of 1800.00 feet and a chord bearing and distance of South 25°13'28" East, 1524.89 feet to a point of tangency; thence run South 50°17'07" East, 1030.60 feet to a point of curve concave Southwesterly, having an arc length of 2136.94 feet, a radius of 4834.00 feet and a chord bearing and distance of South 37°37'16" East, 2119.59 feet to a point of tangency; thence run South 24°57'24" East, 31.47 feet to the Point of Beginning; thence run North 68°40'59" East, 794.90 feet; thence run South 24°36'35" East, 663.62 feet to a point on the south line of said Official Records Book 3104, Page 845; thence run South 82°56'54" W, along said south line, 369.60 feet; thence run South 64°18'11" W, along said south line, 437.61 feet; thence run North 24°57'24" West, 606.09 feet to the Point of Beginning.

CORRIDOR DRAINAGE EASEMENT B-S

A Parcel of land situated in Sections 17 and 20, Township 6 South, Range 26 East, Clay County, Florida, Said Parcel being a portion of lands described in Official Records Book 3481, Page 1922 of the public records of said county and more particularly described as follows:
Commence at the Northwest corner of the Northeast One-Quarter of Section 18 of said Township and Range and run thence North 89°13'30" East, along the North line of said Section 18, a distance of 64.05 feet; thence run South 00°46'30" East, 59.86 feet to the Southerly right of way line of State Road No. 16, a 120 foot right of way; thence run North 89°07'24" East, along said right of way line, 1914.93 feet; thence leave said right of way line and run South 00°09'49" East, 50.00 feet; thence run South 89°07'24" West, 1519.59 feet; thence run South 00°09'49" East, 512.23 feet to a point of curve concave Northeasterly, having an arc length of 1574.62 feet, a radius of 1800.00 feet and a chord bearing and distance of South 25°13'28" East, 1524.89 feet to a point of tangency; thence run South 50°17'07" East, 1030.60 feet to a point of curve concave Southwesterly, having an arc length of 2136.94 feet, a radius of 4834.00 feet and a chord bearing and distance of South 37°37'16" East, 2119.59 feet to a point of tangency; thence run South 24°57'24" East, 31.47 feet; thence continue South 24°57'24" East, 606.09 feet to an intersection with the north line of said Official Records Book 3481, Page 1922 and the Point of Beginning; thence run North 64°18'11" E, along said north line 437.61 feet; thence run North 82°56'54" East, along said north line 369.60 feet; thence run South 24°36'35" East, 564.21 feet; thence run South 65°02'36" West, 785.86 feet; thence run thence North 24°57'24" West, 672.18 feet to the Point of Beginning.

CORRIDOR DRAINAGE EASEMENT C:

A Parcel of land situated in Section 20, Township 6 South, Range 26 East, Clay County, Florida; Said Parcel being a Portion of lands described in Official Records Book 3481, Page 1922, of the public records of said county and more particularly described as follows:
Commence at the Northwest corner of the Northeast One-Quarter of Section 18 of said Township and Range and run thence North 89°13'30" East, along the North line of said Section 18, a distance of 64.05 feet; thence run South 00°46'30" East, 59.86 feet to the Southerly right of way line of State Road No. 16, a 120 foot right of way; thence run North 89°07'24" East, along said right of way line, 102.10 feet to the northwest corner of lands described in Official Records Book 3104 on Page 845 of said public records; thence continue North 89°07'24" East, along said right of way line 1812.83 feet; thence leave said right of way line and run South 00°09'49" East, 50.00 feet; thence South 89°07'24" West, a distance of 1519.59 feet; thence South 00°09'49" East, a distance of 512.23 feet to a curve concave to the Northeast having a radius of 1800.00 feet; thence Southerly and Southeasterly along the arc of said curve, through a central angle of 50°07'18", an arc length of 1574.62 feet, a

chord bearing and distance of South 25°13'28" East, 1524.89 feet; thence South 50°17'07" East, a distance of 1030.60 feet to a curve concave to the Southwest, having a radius of 4834.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 25°19'43", an arc length of 2136.95 feet, a chord bearing and distance of South 37°37'16" East, 2119.59 feet; thence South 24°57'24" East, a distance of 1361.86 feet to a curve concave to the Northeast having a radius of 8107.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 11°26'49", an arc length of 1619.69 feet, a chord bearing and distance of South 30°40'49" East, 1616.99 feet to the Point of Beginning; Thence North 57°31'08" East, a distance of 860.44 feet; thence South 37°20'15" East, a distance of 1131.66 feet; thence South 53°04'36" West, a distance of 787.96 feet to a non-tangent curve concave to the Northeast having a radius of 8107.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 08°29'40", an arc length of 1201.92 feet, a chord bearing and distance of North 40°39'04" West, 1200.82 feet to the Point of Beginning.

AND

CORRIDOR DRAINAGE EASEMENT D:

A Parcel of land situated in Section 20, Township 6 South, Range 26 East, Clay County, Florida; Said Parcel being a Portion of lands described in Official Records Book 3481, Page 1922, of the public records of said county and more particularly described as follows:
Commence at the Northwest corner of the Northeast One-Quarter of Section 18 of said Township and Range and run thence North 89°13'30" East, along the North line of said Section 18, a distance of 64.05 feet; thence run South 00°46'30" East, 59.86 feet to the Southerly right of way line of State Road No. 16, a 120 foot right of way; thence run North 89°07'24" East, along said right of way line, 102.10 feet to the northwest corner of lands described in Official Records Book 3104 on Page 845 of said public records; thence continue North 89°07'24" East, along said right of way line 1812.83 feet; thence leave said right of way line and run South 00°09'49" East, 50.00 feet; thence run South 89°07'24" West, 1519.59 feet; thence run South 00°09'49" East, 512.23 feet to a point of curve concave Northeasterly, having an arc length of 1574.62 feet, a radius of 1800.00 feet and a chord bearing and distance of South 25°13'28" East, 1524.89 feet to a point of tangency; thence run South 50°17'07" East, 1030.60 feet to a point of curve concave Southwesterly, having an arc length of 2136.94 feet, a radius of 4834.00 feet and a chord bearing and distance of South 37°37'16" East, 2119.59 feet to a point of tangency; thence run South 24°57'24" East, 1361.86 feet to a point of curve concave Northeasterly, having an arc length of 3860.64 feet, a radius of 8107.00 feet and a chord bearing and distance of South 38°35'57" East, 3824.27 feet to a point of tangency; thence run South 52°14'30" East, 322.25 feet to the Point of Beginning. thence run North 40°42'00" East, 1077.18 feet; thence run South 45°01'37" East, 900.0 feet to a point on the approximate northerly edge of Governor's Creek; thence continue South 45°01'37" East, 13 feet more or less to the centerline run of said creek and the North boundary of lands conveyed to "Buttercup Enterprises, LLC" as described in Official Records Book 3069, Page 1098 of the public records of said County and a point hereinafter referred to as Point "G"; thence return to the above described Point of Beginning and run South 52°14'30" East, 577.75 feet to a point on the approximate northerly edge of said Creek; thence continue South 52°14'30" East, 45 feet more or less to the centerline run of said creek and the said North boundary of Official Records Book 3069, Page 1098 and a point referred to as Point "C"; thence run in a general Northeasterly direction along said north line and along said centerline with all the sinuosities thereof, a distance of 1019 feet more or less to the above described Point "G" and to Close.

AND

PARCEL "W"
All of Government Lot 2 of Section 29, Township 6 South, Range 26 East; Clay County, Florida;
Also being described as follows:
Begin at the Southwest Corner of Section 29 and run N 89 deg 58 min 33 sec E, along the south line thereof, 530 feet more or less to the centerline run of Governor's Creek and the southeasterly corner of said Government Lot 2; thence run in a general northwesterly direction along said centerline, with all the sinuosities thereof and along the easterly line of said Government Lot 2, a distance of 960 feet more or less to an intersection with the west line of said Section 29 and the most northerly corner of said Government Lot 2; thence run south, along said west line, 800 feet more or less to the Point of Beginning.

ALSO BEING DESCRIBED AS:

PARCEL "W" (SURVEYOR'S DESCRIPTION)
All of Government Lot 2 of Section 29, Township 6 South, Range 26 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the southeast corner of Section 32, said Township and Range, thence South 89°44'22" West, along the southerly line of said Section 32, a distance of 5364.16 feet, to the southwest corner thereof; thence North 00°36'58" East, along the westerly line of said Section 32, a distance of 5297.78 feet, to the southwest corner of said Section 29 and the Point of Beginning.

From said Point of Beginning, thence continue North 00°36'58" East, along said westerly line of Section 29, a distance of 783.83 feet, to a point hereinafter referred to as Reference Point "A"; thence continue North 00°36'58" East along said westerly line, 38 feet, more or less, to the centerline of Governor's Creek; thence southeasterly along the meanderings of said centerline, 985 feet, more or less, to a point lying on the southerly line of said Section 29; thence North 89°33'47" West, departing said centerline and along said southerly line, 30 feet, more or less, to a point hereinafter referred to as Reference Point "B", said point bears South 32°03'32" East, 929.33 feet, from said Reference Point "A"; thence continue North 89°33'47" West, along said southerly line, 501.72 feet to the Point of Beginning.

AND

PARCEL "E"
That Portion of Government Lot 3 of Section 29, Township 6 South, Range 26 East; Clay County, Florida; Lying Southerly of lands described in Official Records Book 4219, Page 314 of the public records of said County and being described as follows:
Commence at the Southwest Corner of said Section 29 and run N 89 deg 58 min 33 sec E, along the south line thereof, 530 feet more or less to the southwesterly corner of said Government Lot 3 in the centerline of Governor's Creek and the Point of Beginning; thence continue N 89 deg 58 min 33 sec E, along said south line, 653 feet more or less to an Iron Pipe at the westerly line of said Official Records Book 4219, Page 3014, lying 1183.42 feet from the southwest corner of said Section 29 as measured along said south line; thence run along said westerly line with the following three (3) courses and distance: N 33 deg 50 min 17 sec W, 666.62 feet; S 33 deg 15 min 32 sec W, 317.49 feet; S 19 deg 58 min 49 sec W, 312 feet more or less to southwesterly corner of said Government Lot 3 and the Point of Beginning.

ALSO BEING DESCRIBED AS:

PARCEL "E" (SURVEYOR'S DESCRIPTION)
A portion of Government Lot 3 of Section 29, Township 6 South, Range 26 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the southeast corner of Section 32, said Township and Range; thence South 89°44'22" West, along the southerly line of said Section 32, a distance of 5364.16 feet, to the southwest corner thereof; thence North 00°36'58" East, along the westerly line of said Section 32, a distance of 5297.78 feet, to the southwest corner of said Section 29; thence South 89°33'47" East, along the southerly line of said Section 29, a distance of 1189.84 feet, to a point lying on the boundary line of those lands described and recorded in Official Records Book 3069, page 1098, of the Public Records of said county and the Point of Beginning.

From said Point of Beginning, thence North 89°33'47" West, along said southerly line of said Section 29, a distance of 638.12 feet, to a point hereinafter referred to as Reference Point "C"; thence continue North 89°33'47" West, along said southerly line, 20 feet, more or less, to its intersection with the centerline of Governor's Creek; thence northeasterly and southeasterly, along said boundary line of Official Records Book 3069, page 1098, the following 4 Courses; Course 1, thence North 19°58'49" East, departing said southerly line, 10 feet, more or less, to a point hereinafter referred to as Reference Point "D", said point bears South 60°00'00" East, 19.14 feet, from said Reference Point "C"; Course 2, thence continue North 19°58'49" East 301.43 feet; Course 3, thence North 33°15'32" East, 317.49 feet; Course 4, thence South 33°50'17" East, 678.04 feet to the Point of Beginning.

AND

PARCEL 1
A portion of Section 19, Township 6 South, Range 26 East, Clay County, Florida, being a portion of GFE Parcel

"W", as described and recorded in Official Records Book 4382, page 1015, of the Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Easterly right of way line of County Road No. 315 (Springbank Road), a variable width right of way, and the Southwesterly limited access right of way line of State Road No. 23 (First Coast Outer Beltway), a 324 foot limited access right of way, both as depicted on Florida Department of Transportation Right of Way Map Section No. 71493; from said Point of Beginning, thence South 29°14'56" East, along said Southwesterly limited access right of way line, 2200.00 feet to a point hereinafter referred to as Reference Point A; thence South 29°14'56" East, continuing along said Southwesterly limited access right of way line, 184 feet, more or less, to its intersection with the centerline of Governor's Creek; thence Southwesterly, departing said Southwesterly limited access right of way line and along the meanderings of said centerline, 567 feet, more or less, to its intersection with the Southerly line of said Section 19; thence North 89°55'39" West, departing said centerline and along said Southerly line, 45 feet, more or less, to a point that bears South 21°58'11" West, 576.73 feet from said Reference Point A; thence North 89°55'39" West, continuing along said Southerly line, 170.00 feet to the Southeasterly corner of those lands described and recorded in Deed Book P, page 93, of said Public Records; thence Northerly, Westerly and Southerly along the Easterly, Northerly and Westerly lines of said Deed Book P, page 93, the following 3 courses: Course 1, thence North 00°04'21" East, departing said Southerly line, 600.60 feet; Course 2, thence North 89°55'39" West, 363.00 feet; Course 3, thence South 00°04'21" West, 600.60 feet to the Southwesterly corner thereof, said corner lying on said Southerly line of Section 19; thence North 89°55'39" West, along said Southerly line, 318.85 feet to its intersection with said Easterly right of way line of County Road No. 315; thence Northerly along said Easterly right of way line the following 5 courses: Course 1, thence North 00°09'41" West, departing said Southerly line, 928.10 feet to the Southwesterly corner of Parcel No. 178, Part "C", as described and recorded in Official Records Book 4081, page 1173, of said Public Records; Course 2, thence North 89°50'19" East, along the Southerly line of said Parcel No. 178, Part "C", 20.39 feet to the Southeasterly corner thereof; Course 3, thence North 00°09'40" West, along the Easterly line of said Parcel No. 178, Part "C", 210.00 feet to the point of curvature of a curve concave Westerly having a radius of 1970.00 feet; Course 4, thence Northerly, continuing along said Easterly line and along the arc of said curve through a central angle of 08°20'03", an arc length of 286.55 feet to the Northerly most corner of said Parcel 178, Part "C", said arc being subtended by a chord bearing and distance of North 04°19'42" West, 286.30 feet; Course 5, thence North 00°09'41" West, along a non-tangent line, 1029.65 feet to the Point of Beginning.

LESS AND EXCEPT All The Rights Of Access, Ingress, Egress, Light, Air And View conveyed in Official Records Book 4081, Page 1173, of the Public Records of Clay County, Florida.

ALSO DESCRIBED AS:

PARCEL 1 (SURVEYOR'S DESCRIPTION)
A portion of Section 19, Township 6 South, Range 26 East, Clay County, Florida, being a portion of GFE Parcel "W", as described and recorded in Official Records Book 4382, page 1015, of the Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Easterly right of way line of County Road No. 315 (Springbank Road), a variable width right of way, and the Southwesterly limited access right of way line of State Road No. 23 (First Coast Outer Beltway), a 324 foot limited access right of way, both as depicted on Florida Department of Transportation Right of Way Map Section No. 71493; from said Point of Beginning, thence South 29°14'50" East, along said Southwesterly limited access right of way line, 2200.00 feet to a point hereinafter referred to as Reference Point A; thence South 29°14'50" East, continuing along said Southwesterly limited access right of way line, 184 feet, more or less, to its intersection with the centerline of Governor's Creek; thence Southwesterly, departing said Southwesterly limited access right of way line and along the meanderings of said centerline, 567 feet, more or less, to its intersection with the Southerly line of said Section 19; thence North 89°55'39" West, departing said centerline and along said Southerly line, 45 feet, more or less, to a point that bears South 21°56'54" West, 577.11 feet from said Reference Point A; thence North 89°55'39" West, continuing along said Southerly line, 170.00 feet to the Southeasterly corner of those lands described and recorded in Deed Book P, page 93, of said Public Records; thence Northerly, Westerly and Southerly along the Easterly, Northerly and Westerly lines of said Deed Book P, page 93, the following 3 courses: Course 1, thence North 00°04'21" East, departing said Southerly line, 600.60 feet; Course 2, thence North 89°55'39" West, 363.00 feet; Course 3, thence South 00°04'21" West, 600.60 feet to the Southwesterly corner thereof, said corner lying on said Southerly line of Section 19; thence North 89°55'39" West, along said Southerly line, 318.85 feet to its intersection with said Easterly right of way line of County Road No. 315; thence Northerly along said Easterly right of way line the following 5 courses: Course 1, thence North 00°09'41" West, departing said Southerly line, 928.10 feet to the

Southwesterly corner of Parcel No. 178, Part "C", as described and recorded in Official Records Book 4081, page 1173, of said Public Records; Course 2, thence North 89°50'19" East, along the Southerly line of said Parcel No. 178, Part "C", 20.39 feet to the Southeasterly corner thereof; Course 3, thence North 00°09'40" West, along the Easterly line of said Parcel No. 178, Part "C", 210.00 feet to the point of curvature of a curve concave Westerly having a radius of 1970.00 feet; Course 4, thence Northerly, continuing along said Easterly line and along the arc of said curve through a central angle of 08°20'03", an arc length of 286.55 feet to the Northerly most corner of said Parcel 178, Part "C", said arc being subtended by a chord bearing and distance of North 04°19'42" West, 286.30 feet; Course 5, thence North 00°09'41" West, along a non-tangent line, 1030.11 feet to the Point of Beginning.

LESS AND EXCEPT All The Rights Of Access, Ingress, Egress, Light, Air And View conveyed in Official Records Book 4081, Page 1173, of the Public Records of Clay County, Florida.

EXHIBIT "B"

UPDATED BYPASS ALIGNMENT

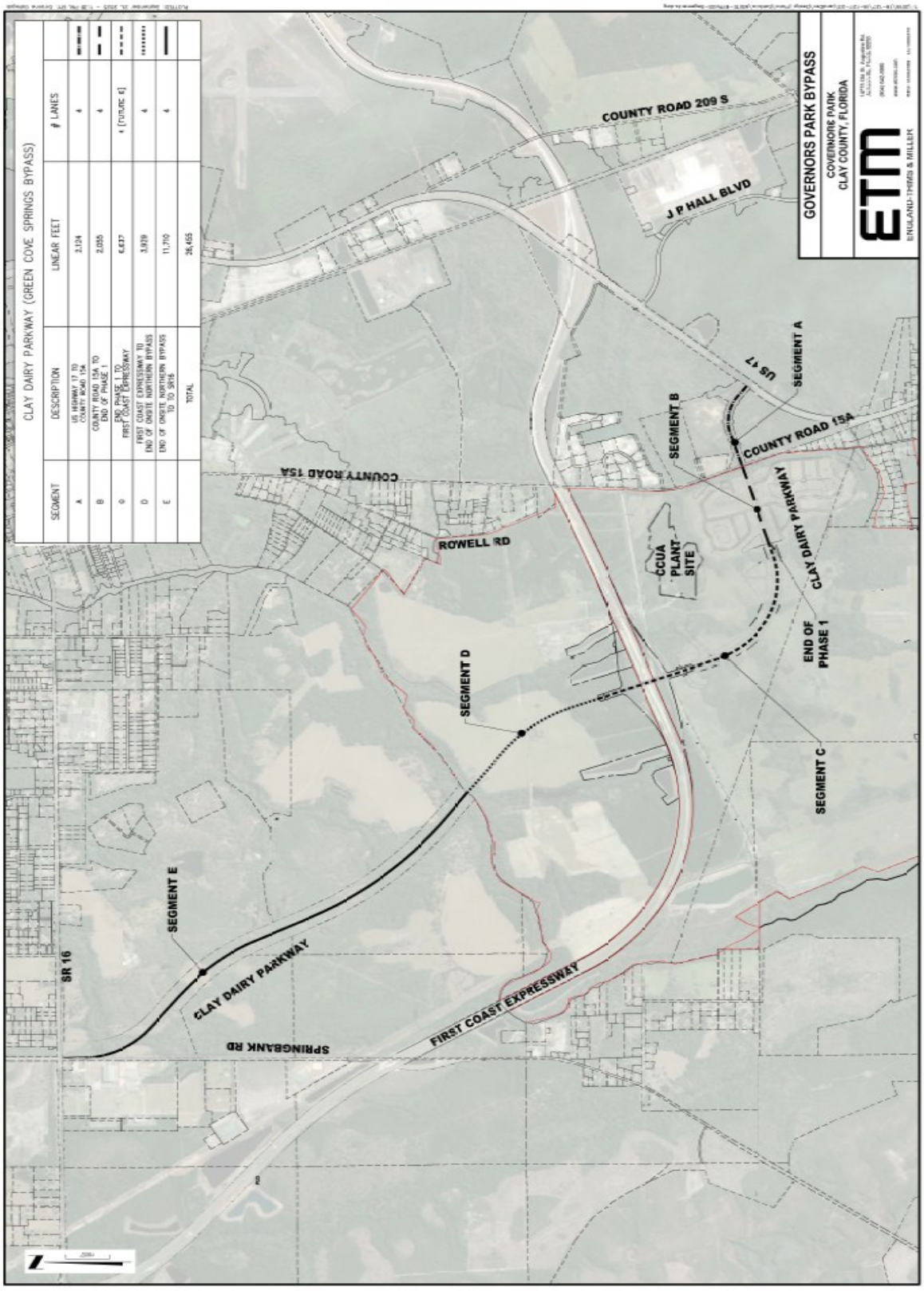


EXHIBIT "C"

FORM OF CREDIT VOUCHER

CLAY COUNTY BUILDING DEPARTMENT

CLAY COUNTY MOBILITY FEE CREDIT VOUCHER

Voucher # _____

Assignor/Developer: _Governors Park Property Holdings, LLC
Contact:_____
Address:_____
Phone#_____
Email:_____

Builder/Owner Name/Assignee:_____
Contact: _____
Address: _____
Phone#_____
Email:_____

Parcel Information
Parcel ID #:_____
Building Permit No. _____ Lot#_____
Street Address: _____
Subdivision Name, Unit, Phase: _____

The undersigned Assignor hereby gives notice to Clay County, Florida that the sum of $_____ should be deducted from the remaining credit for Mobility Fees for the above referenced building permit as allowed through Clay County Agreement 2025-_____.

Assignor: _____
By: _____ Date: _____
_____Title_____

Clay County Impact Fee Coordinator
Verified by:_____ Date:_____
Laura Hanson

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE: 10/15/2025

FROM: Megan Covey, Grants Director

SUBJECT: Approval of Resolution authorizing entry into a $700,000 grant agreement with the Florida Department of Environmental Protection to develop the Moccasin Slough Boardwalk.

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Resolution	Resolution Letter	10/23/2025	Resolution_L2503_-_Clay_County_-_Moccasin_Slough_Construction_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/21/2025 - 4:49 PM	Item Pushed to Agenda

RESOLUTION NO. 2025/2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AUTHORIZING THE ENTRY INTO AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND CLAY COUNTY FOR THE DEVELOPMENT OF THE CLAY COUNTY MOCCASIN SLOUGH SCENIC TRAIL AND ELEVATED BOARDWALK WITH NATURE CENTER.

WHEREAS, the 2025 Florida Legislature appropriated funding in the amount of $700,000 for the development of the Clay County Moccasin Slough Scenic Trail and Elevated Boardwalk with Nature Center (the "Project") as approved by Governor DeSantis; and

WHEREAS, the appropriation amount identified for this Project, according to the Department of Financial Services' requirements, is to be administered as a cost reimbursement grant administered by the Land and Recreation Grants Section within the Division of State Lands; and

WHEREAS, it is necessary to enter into a Grant Agreement with the Florida Department of Environmental Protection ("Department") to receive and administer the grant funds for this Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA AS FOLLOWS:

Section 1. The Board of County Commissioners of Clay County, Florida (the "Board") does hereby authorize Clay County to enter into a Grant Agreement with the Department for the award of funds for the development of the Project.

Section 2. The Board's Chairman and the Clay County Clerk of Court and Comptroller as Ex Officio Clerk to the Board are hereby authorized and directed to execute this Resolution and the Grant Agreement upon receipt. A copy of the executed Resolution shall be delivered to the Department forthwith.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this _____ day of October, 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, October 28 4:00 PM

TO: Board of County Commissioners

DATE: 10/15/2025

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Resolution- Live Local Act Property Tax Exemption	Resolution Letter	10/23/2025	Resolution_-_Live_Local_Act_Property_Tax_Exemption_-_10.22.25dsada.pdf
	Shimberg Annual Report Dec 2024 excerpt	Backup Material	10/23/2025	Shimberg_annual_report_Dec_2024_excerptdsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/21/2025 - 4:50 PM	Item Pushed to Agenda

RESOLUTION N0. 2025/2026 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT CERTAIN PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, AND REQUESTING THE CLAY COUNTY PROPERTY APPRAISER NOT GRANT SUCH EXEMPTION; PROVIDING AN EFFECTIVE DATE AND FOR RENEWAL; PROVIDING DIRECTION TO THE COUNTY ATTORNEY.

RECITALS

WHEREAS, Section 196.1978(3), Florida Statutes, the "Live Local Act Property Tax Exemption", requires a county's property appraiser to exempt certain rental property from ad valorem taxes if such properties meet the criteria of the Live Local Act Property Tax Exemption; and

WHEREAS, section 196.1978(3)(d)1.a., Florida Statutes, provides an ad valorem tax exemption for qualified properties used to provide affordable housing to house persons or families whose annual household income is greater than 80 percent, but not more than 120 percent, of the median annual adjusted gross income ("AMI") for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides (the "80 to 120 Tax Exemption"); and

WHEREAS, a taxing authority is authorized to opt-out of providing the 80 to 120 Tax Exemption if certain conditions are met; and

WHEREAS, section 196.1978(3)(o), Florida Statutes, allows the taxing authority to opt-out of providing the 80 to 120 Tax Exemption if it finds that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to section 420.6075, Florida Statutes ("Shimberg Annual Report"), identifies that the county is within a metropolitan statically area or region where the number of affordable and available units in the metropolitan statistical area or region is greater than the number of renter households in the metropolitan statistical area or region for the category entitled "0-120 percent AMI"; and

WHEREAS, the Clay County Board of County Commissioners ("Board") hereby finds that the latest Shimberg Annual Report (2024) identifies a surplus of available and affordable rental units in the Jacksonville metropolitan statistical area, in which Clay County is located, at the 0-120 percent AMI category; and

WHEREAS, the Board hereby finds that Clay County is a taxing authority that is eligible for the election provided in Section 196.1978(3)(o), Florida Statutes, which allows Clay County to opt-out and not exempt properties that would otherwise qualify for the 80 to 120 Tax Exemption.

NOW THEREFORE, BE IT RESOLVED BY THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS THAT:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

Section 2. The Board hereby finds and determines that based on the most recently published Shimberg Annual Report, Clay County is within a metropolitan statistical area where the number of affordable and available units is greater than the number of renter households for the 0-120 percent AMI category.

Section 3. Pursuant to authority granted in section 196.1978(3)(o), Florida Statutes, Clay County elects to not exempt properties otherwise eligible for the 80 to 120 Tax Exemption allowed under section 196.1978(3)(d)1.a., Florida Statutes, and hereby requests the Clay County Property Appraiser not grant any such exemptions consistent with this Resolution.

Section 4. This Resolution and the election made herein applies only to the ad valorem property tax levies imposed within Clay County by the Board.

Section 5. This Resolution shall take effect on January 1, 2026 and shall expire on January 1, 2027. This Resolution may be renewed prior to its expiration pursuant to section 196.1978(3)(o), Florida Statutes.

Section 6. Upon adoption of this Resolution, the County Attorney is hereby directed to cause a certified copy of this Resolution to be delivered to the Clay County Property Appraiser and the Clay County Tax Collector.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 28th day of October, 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



Shimberg Center for Housing Studies

2024 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), MODIFIED METROPOLITAN STATISTICAL AREAS & HUD METRO FAIR MARKET RENT AREAS, 2023

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-10,362	-13,886	-18,311	-20,335	-17,333	-352
Crestview-Fort Walton Beach-Destin, FL HMFA	Okaloosa	-4,513	-4,421	-5,019	-5,559	-4,176	590
Deltona-Daytona Beach-Ormond Beach, FL HMFA	Volusia	-8,523	-10,609	-12,009	-13,251	-10,566	1,917
Fort Lauderdale, FL HMFA	Broward	-40,187	-50,266	-68,112	-82,200	-84,345	-37,884
Gainesville, FL HMFA (minus Gilchrist)	Alachua	-7,896	-7,791	-10,683	-5,440	-471	2,576
Homosassa Springs, FL MSA	Citrus	-1,975	-2,714	-3,578	-3,715	-2,425	-284
Jacksonville, FL HMFA/Baker County, FL HMFA (plus Putnam)	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,555	-42,526	-48,760	-47,290	-22,307	8,210
Lakeland-Winter Haven, FL MSA	Polk	-10,600	-11,227	-14,412	-12,526	-11,681	-2,636
Miami-Miami Beach-Kendall, FL HMFA (plus Monroe)	Miami-Dade, Monroe	-58,509	-79,672	-100,810	-119,801	-143,805	-78,510
Naples-Immokalee-Marco Island, FL MSA	Collier	-5,489	-6,634	-8,554	-8,566	-7,432	-1,183
North Port-Sarasota-Bradenton, FL MSA	Manatee, Sarasota	-11,302	-14,560	-19,907	-20,916	-19,776	-2,801
Northeast Nonmetropolitan Area (plus Gilchrist and Levy)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-2,637	-3,212	-2,653	-2,483	-1,065	307
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, Wakulla, and Walton)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,103	-3,595	-3,143	-2,949	-1,493	-678
Ocala, FL MSA	Marion	-5,773	-6,917	-5,826	-7,590	-6,929	-221
Orlando-Kissimmee-Sanford, FL MSA	Lake, Orange, Osceola, Seminole	-50,796	-70,248	-91,670	-97,707	-85,074	5,274
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,232	-11,716	-14,116	-13,643	-3,756	6,913
Palm Coast, FL HMFA	Flagler	-1,127	-1,619	-2,638	-3,038	-2,133	-761
Panama City-Lynn Haven, FL MSA	Bay	-3,344	-4,370	-4,445	-2,381	-1,574	2,428
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-5,947	-6,918	-7,556	-5,957	-1,928	1,914
Port St. Lucie, FL MSA	Martin, St. Lucie	-5,581	-9,172	-11,708	-12,491	-10,136	-3,440

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Punta Gorda, FL MSA	Charlotte	-1,951	-3,192	-3,481	-3,340	-1,997	-239
Sebastian-Vero Beach, FL MSA	Indian River	-2,128	-2,846	-2,562	-2,523	-1,109	-66
South Nonmetropolitan Area (minus Monroe, plus Highlands)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,002	-4,161	-4,935	-3,848	-1,582	-677
Tallahassee, FL HMFA (minus Gadsden and Jefferson)	Leon	-6,761	-9,591	-10,489	-6,065	-584	2,738
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-56,633	-71,137	-89,352	-91,197	-70,247	4,873
The Villages, FL MSA	Sumter	-1,497	-1,076	-1,920	-2,660	-1,056	537
West Palm Beach-Boca Raton, FL HMFA	Palm Beach	-25,598	-35,101	-43,487	-43,270	-37,699	-6,864
State of Florida Total		-378,021	-485,016	-610,136	-640,741	-552,679	-98,319

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey. County groupings are based on HUD Metro Fair Market Rent Areas (HMFAs), modified to accommodate availability of county-level data in the American Community Survey Public Use Microdata Areas (PUMAs). See https://www.huduser.gov/portal/datasets/il/il24/area-definitions-FY24.pdf for HUD area definitions. In cases where cross-county PUMA boundaries do not allow separation, counties are shifted to another HMFA or non-metropolitan grouping, as noted in the first column. Jacksonville and Baker County HMFAs are combined for the same reason.

Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units. Student-headed, non-family households and substandard units are excluded.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 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
	Stragegic Plan-Q3 Update	Cover Memo	10/23/2025	Strategic_Plan_Update_-_September_2025_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/21/2025 - 12:37 PM	Item Pushed to Agenda



COMMISSIONERS' STRATEGIC PLAN QUARTERLY REPORT

YEAR 2 - SEPTEMBER, 2025

Q3 UPDATE

CLAY COUNTY

SMALL TOWNS. BIG PASSIONS.

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 the average percentage of the entire year for all categories.

2025 SOCIAL MEDIA VIEWS*

7,941,362 2025 Q1 total

11,561,610 2025 Q2 total

11,761,419 2025 Q3 total

*Note: Meta, the Facebook/Instagram parent company, changed its data collection. The verbiage change from reach to views in 2025 accurately reflects the current data collection.

2025 NEWSLETTERS

32,446 **total subscribers**

201,513 **total subscriptions**

73.1% **Q3 average engagement rate**

WEBSITE

2025 general users

159,000 Q1 total
167,000 Q2 total
193,000 Q3 total

2025 new users

137,000 Q1 total
142,000 Q2 total
169,000 Q3 total

2025 website views

590,000 Q1 total
594,000 Q2 total
583,000 Q3 total

2024 totals

Social Media:
- 9,862,455 people reached

Newsletters:
- 31,719 total subscribers
- 192,651 total subscriptions
- 76% average engagement rate

Website:
- 776K general users
- 687K new users
- 2.9M website views

Note: The County launched a new garbage collection service, accounting for a spike in website traffic in 2024

2023 baseline

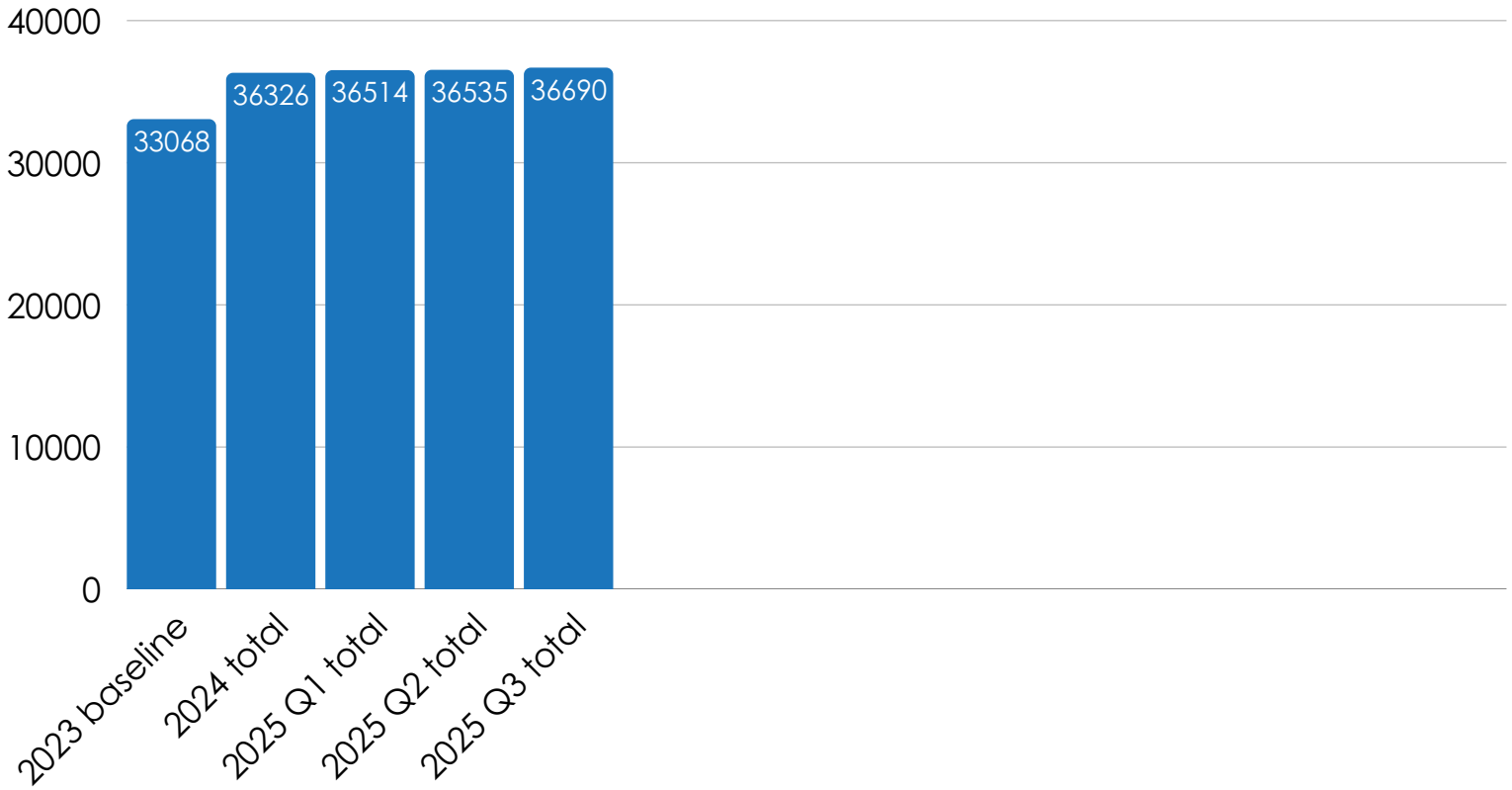
Social Media:
- 13,700,909 people reached

Newsletters:
- 26,303 total subscribers
- 140,579 total subscriptions
- 74% engagement rate

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.



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:

80%

2023 baseline: 89%

End of 2024: 91%

TARGET - GG3.T4

Ensure that 95% of County employees receive at least 24 hours of training per year.

52% **2025 CURRENT STAFF TRAINING RATE**

2023 baseline: 46%
2024 ending rate: 53.90%

TARGET - GG3.T5

Maintain a 90% County employee retention rate yearly.

87% **CURRENT RETENTION RATE**

2023 baseline: 88%
2024 ending rate: 87%

TARGET - GG4.T6

Host and facilitate 10 meetings with partner organizations.

9 2025 **8** 2024

Bold Goal

Generate $100 million in grant revenues in five years.

$50,929,767 Total to date

$48,883,785 - 2024

Community Health and Safety

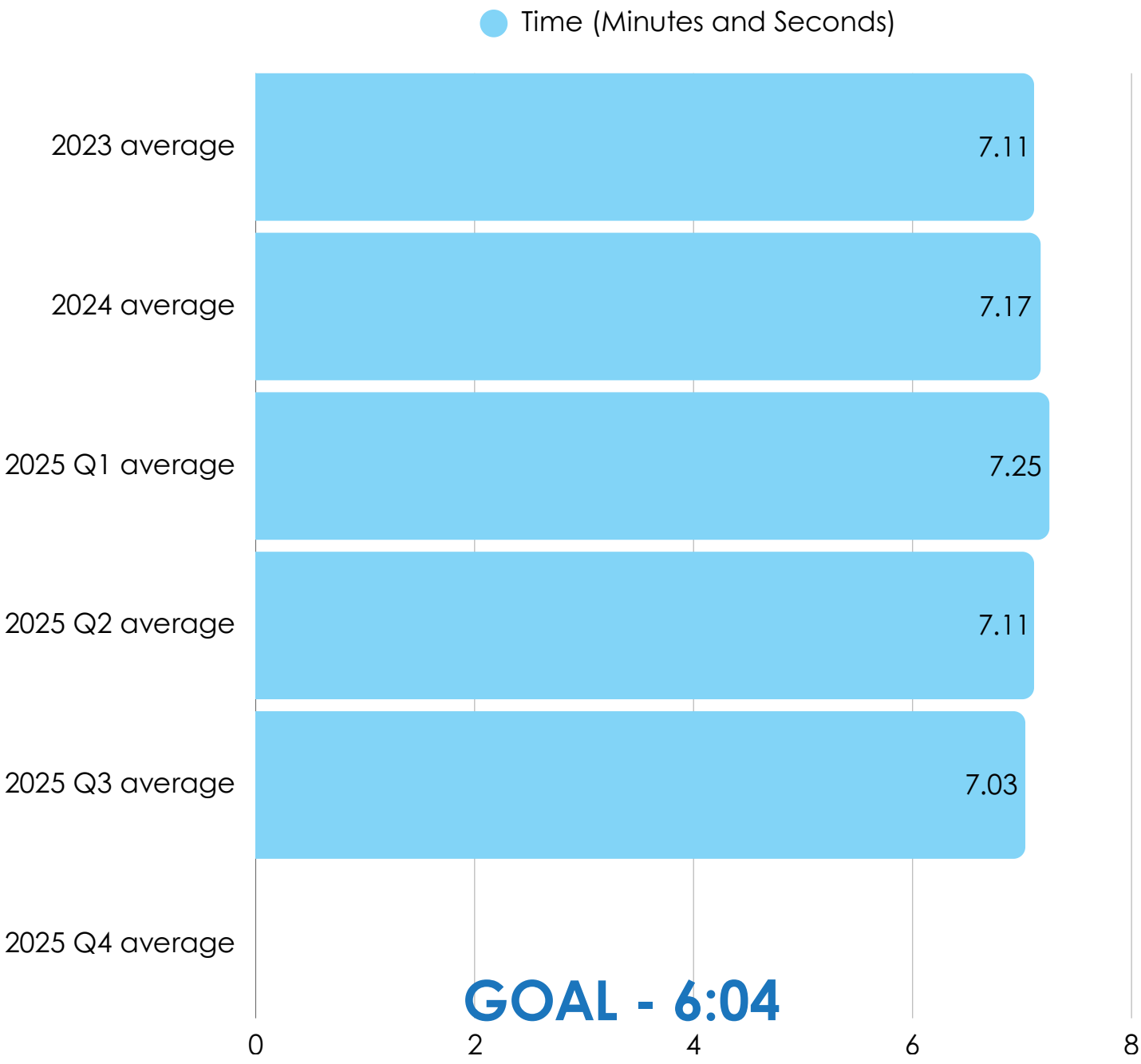
Provide for public safety and health of the citizens and visitors to the County through both our first responders and our County-led health and safety service programs.

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.

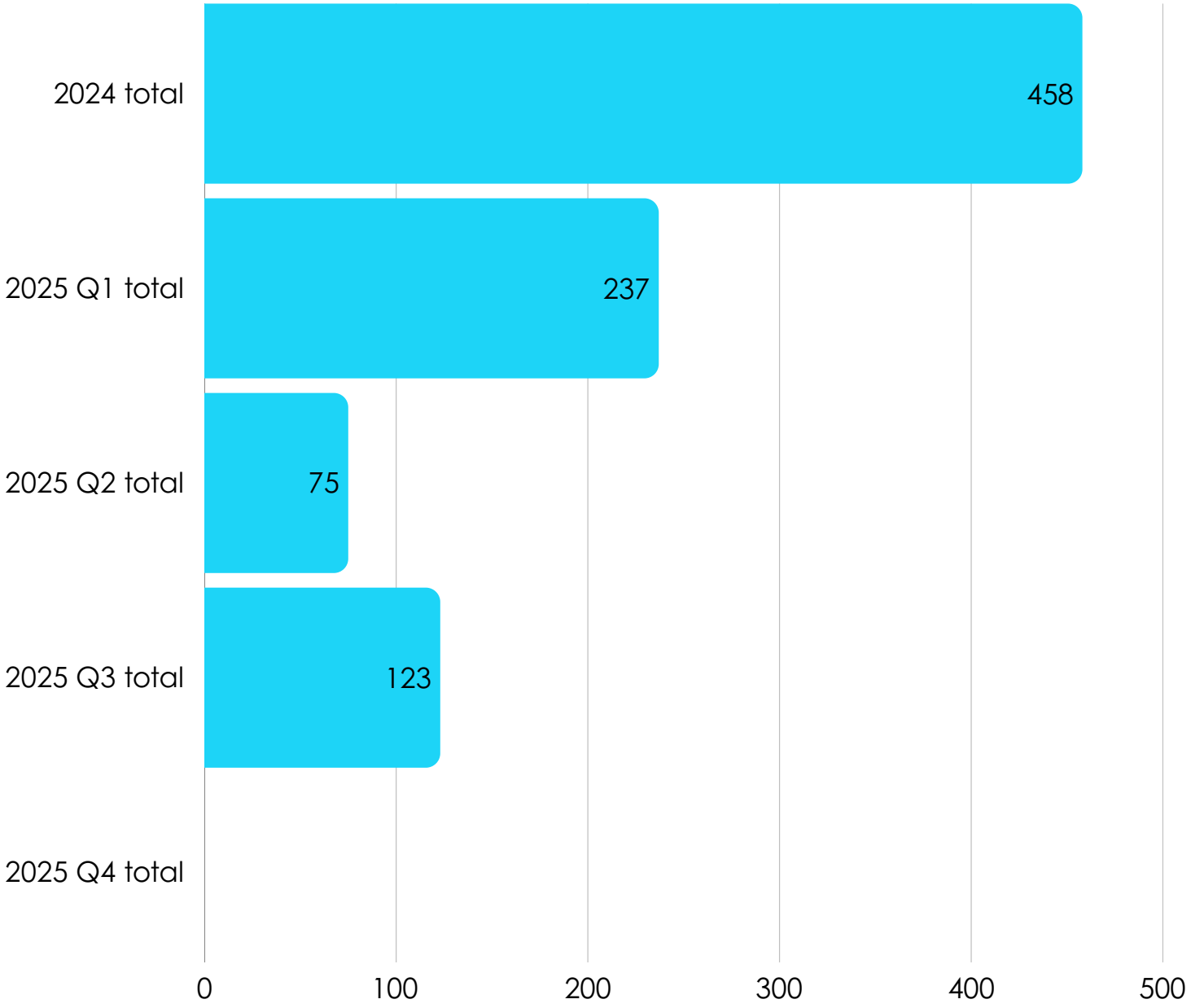


Note: Significant changes to response times will occur as new stations come in service.

TARGET - CHS1.T2

Inspect 100% of all High-Risk Occupancy Buildings each year.

Total number of High-Risk Occupancy Buildings 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.

197 **total 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.

31 **total number of agencies**

Total number of agencies in 2024: **31**

Note: As of July, data is no longer being collected due to organizational changes.

TARGET - CHS5.T7

Increase solid waste processing capacity to 1,500 average tons per day in five years.

1,000 **tons per day**

Note: This project will be updated once the property is purchased and the new transfer station is established.

TARGET - CHS6.T8

Increase the number of participants in PulsePoint by 20% in five years.

4,037

2025 TOTAL PARTICIPANTS

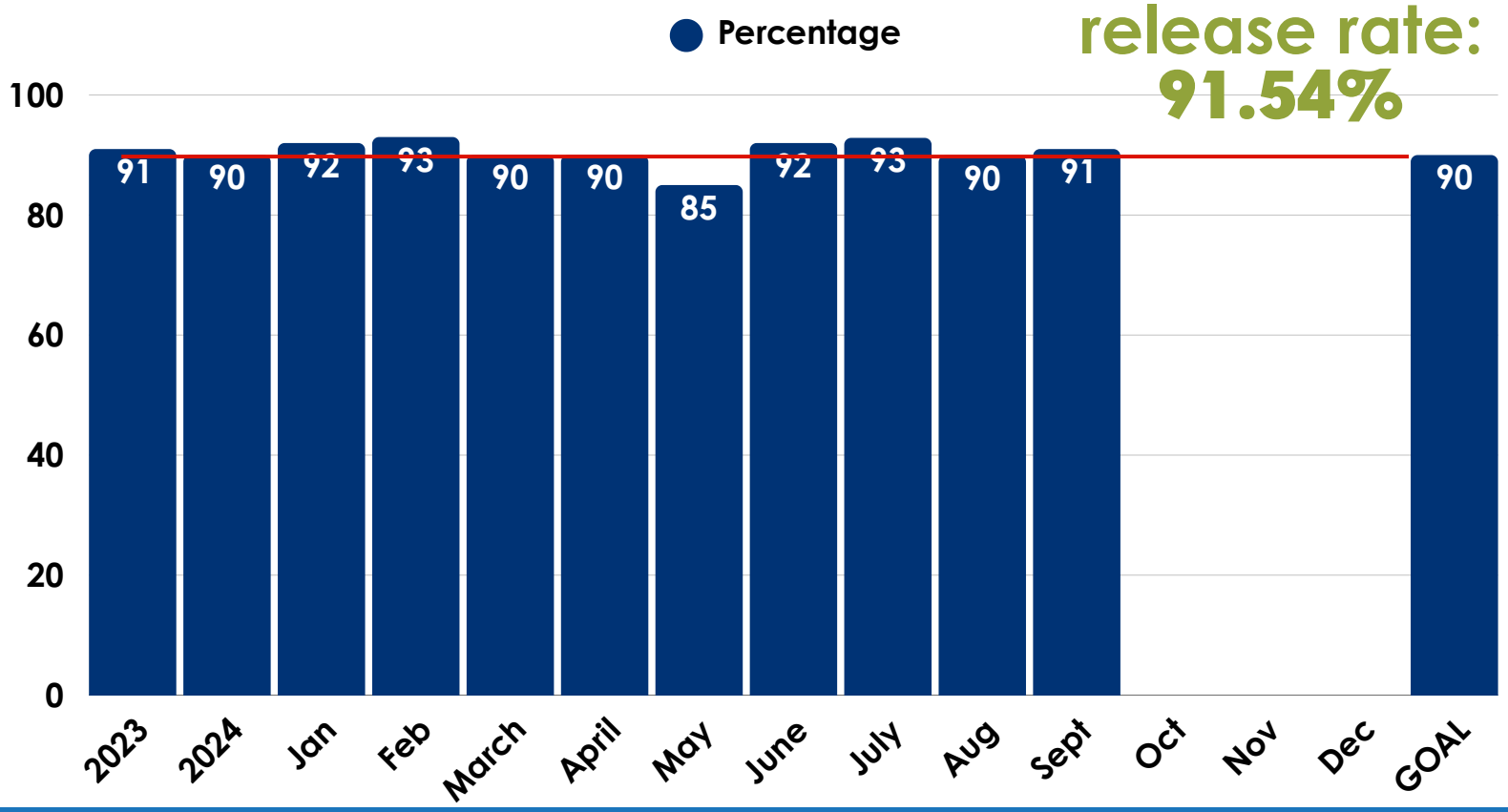
2023 baseline: **3,033**

2024 total: **3,333**

TARGET - CHS7.T9

Maintain a 90% live release rate (i.e., no-kill animal shelter).

Current live release rate: 91.54%



Bold Goal

Increase the number of engagements through the County care referral system to 1,000 in one year.

2,422 - Total number of engagements to date **1816 - 2024 total**

Note: As of July, data is no longer being collected due to organizational changes.

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 five new types of businesses that are Targeted Economic Opportunities.

2025: 0
2024: 0

Note: County staff continues to work with the Clay County Economic Development Corporation to attract new businesses.

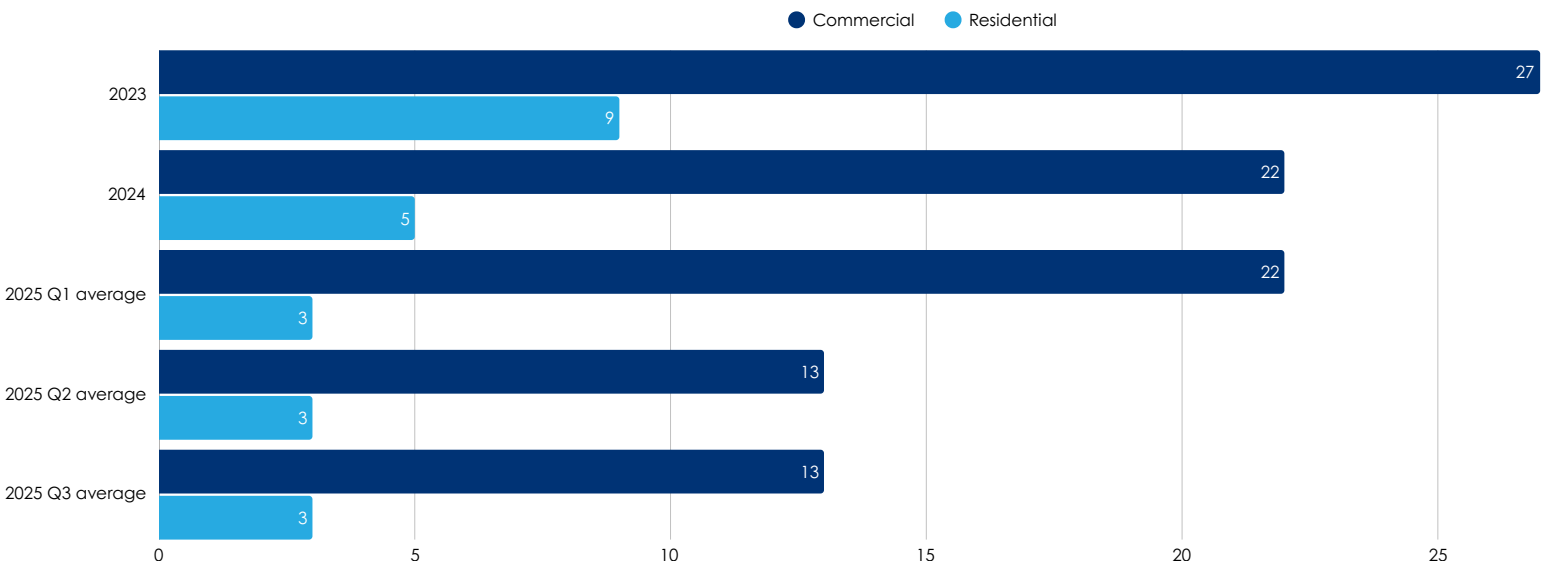
TARGET - ECD2.T2

Attract 20 new multi-day tourism events within the County generating overnight stays in the next five years.

Total To Date: 13 **2025: 2**

TARGET - ECD3.T3

Reduce the average permit review time for residential review to 7 days and commercial review to 30 days.



TARGET - ECD4.T4

Reduce the County classification for the Community Rating System (CRS) program to a 5.

Current rating: 6

TARGET - ECD4.T5

Improve the Building Code Effectiveness Grading Schedule (BCEGS) score to a 4 for commercial and residential buildings in five years.

Current BCEGS score:

Residential: 4 Commercial: 3

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.

Landowners: 0

Note: Staff is coordinating with local agriculture organizations and the Land Conservation Committee to advance this initiative.

Achieve a Class 3 ISO Public Protection Classification. **Bold Goal**

Note: The County is under review for its ISO score.

Current ranking: Class 4

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.

2023 baseline: 42,184
2024 total riders: 44,835

40,066 2025 total riders

TARGET - IN2.T2

Resurface 100 miles of roadways in five years.

83.86 total miles

TARGET - IN3.T3

Improve or add 20 miles of sidewalks and/or trails in five years.

6.68 miles in 2024

8.23 miles in 2025

TARGET - IN4.T4

Maintain and improve 10,000 feet of pipes and ditches to improve stormwater systems in five years.

19,562 Total feet completed

2024: 8,443

Note: A previous calculation error reflected incorrect data for all totals on this target. The data reflected here is accurate.

TARGET - IN5.T6

Reduce electricity and water consumption by 5% in five years.

Note: Staff is implementing energy-saving policies by ensuring staff power down equipment, upgrading to LED lighting, and modernizing facilities to reduce waste.

TARGET - IN5.T5

Update IT infrastructure to prevent IT equipment from being more than 12 months past end of life (EOL).

2025 Q1 information: 23 servers past EOL, 40 network devices past EOL, 70 devices past EOL

2025 Q2 information: Server upgrades, installed new network device switches, departmental PC replacements

2025 Q3 information: Replaced network infrastructure devices and library PCs, deployed new PCs for Engineering and Public Works.

2024 information: 23 servers past EOL, 40 network devices past EOL, 70 devices past EOL

Bold Goal

Improve the overall County road rating for critical and deficient roads by 5% in five years.

Note: 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.

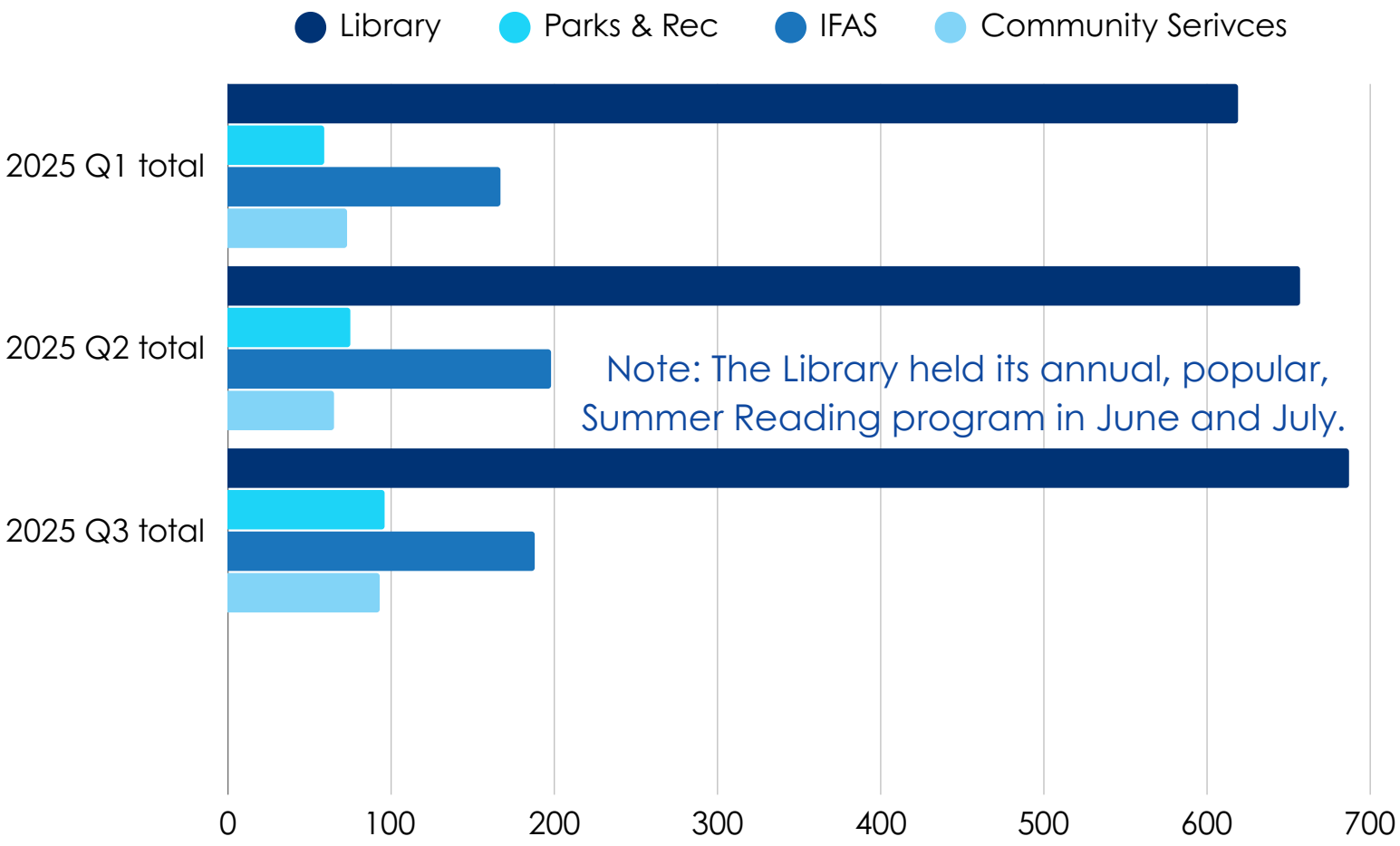
- **Bold Goal: Increase the number of participants in County educational, recreational, and cultural programs by 35%.**

TARGET - QBL1.T1

Increase the number of overall County-hosted programs by 20% in five years.

TOTAL REPORTED PROGRAMS FOR 2024:
3,332

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.

3 Kayak launches **10 Boat ramps**

2023 baseline: 3 kayak launches, 10 boat ramps

Note: Kayaks can also be launched from boat ramps.

TARGET - QBL3.T3

Increase recreation space by 10% in five years.

Current Acreage: 2137.18 **2023 baseline: 1981.7**

TARGET - QBL4.T4

Increase the amount of conservation land by 10% in five years.

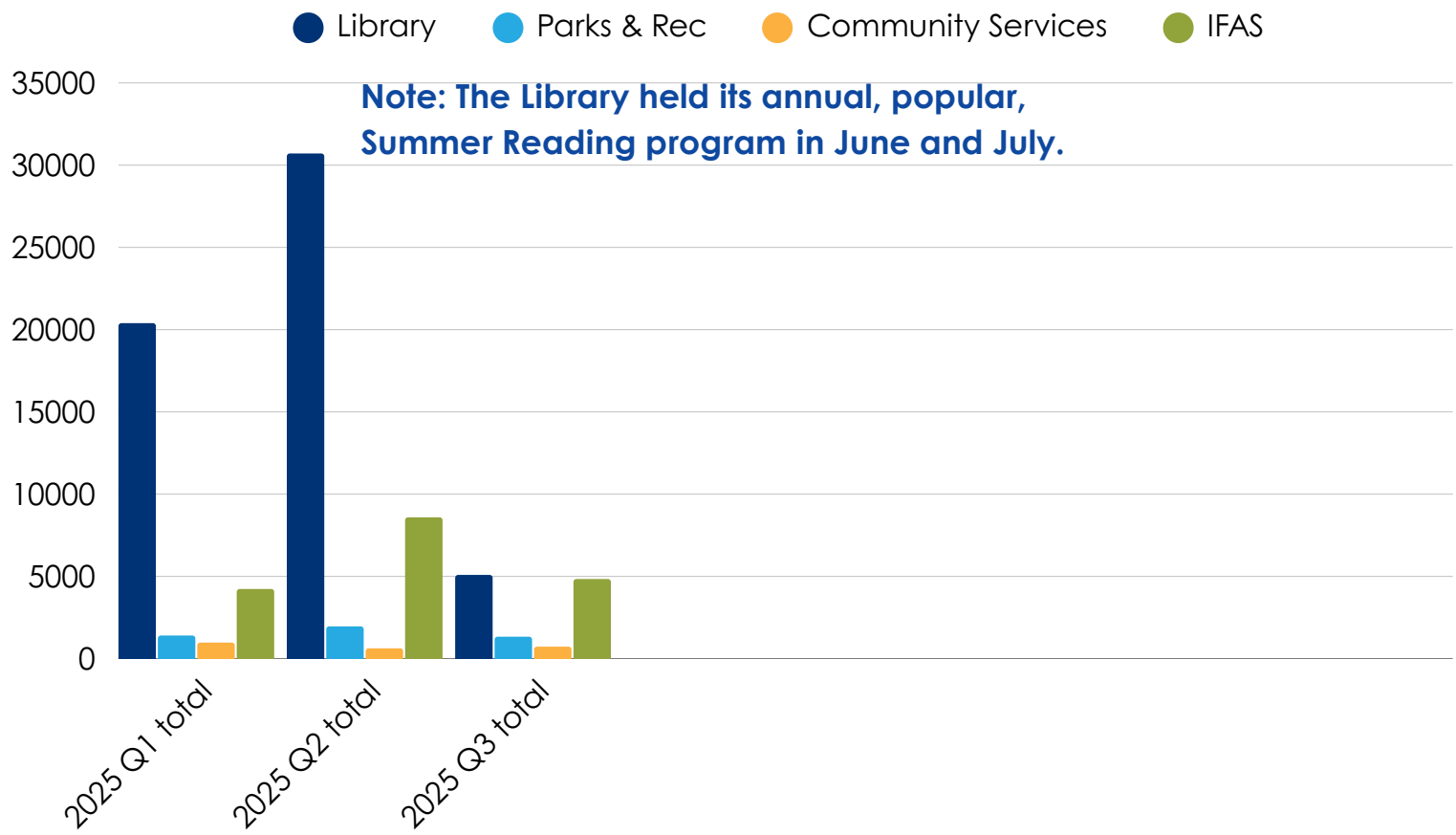
Current acreage: 298.57 **2023 baseline: 298.6**

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

Overall Goal: 133,373





COMMISSIONERS' STRATEGIC PLAN QUARTERLY REPORT 2025

YEAR 2 - SEPTEMBER Q3 UPDATE

PRODUCED BY THE CLAY COUNTY COMMUNICATIONS OFFICE

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE: 9/28/2025

FROM: Administrative and
Contractual Services

SUBJECT:
Approval to post Notice of Intent to Award Bid No. 24/25-115, Fire Station No. 24 Site Clearing Services, to Conner Construction and Demolition. Contractor will provide Base Bid services if tortoises have already been relocated prior to site clearing or Alternate Bid services if tortoises remain on site during site clearing. Maximum award amount is $60,000. Gopher tortoise relocation efforts will be provided by another Contractor and is subject to weather and permitting requirements.

Funding Source:
Capital Improvement Plan (CIP) Projects Fund - Non-Capital Improvement Element - Fire Station 24 - Virginia Village - Buildings

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County requested Bids for the site clearing services at Fire Station 24 located in Green Cove Springs, per the plans and specifications provided in the Bid. The site is currently undeveloped and must undergo full site preparation to allow for fire station construction. Clearing and grubbing may occur only between December 15, 2025, and February 15, 2026, due to tri-colored bat restrictions. Removal of tortoise will take place under a separate Agreement provided by a Consulting Company. Site clearing approach will depend on the timing of tortoise removal.
Contractor will provide either the Base Bid services if tortoises have already been relocated or the alternate Bid if tortoises remain on site during site clearing. Maximum award amount is $60,000.

Only one bid was received. After review, it has been determined that awarding Conner Construction is in the County's best interest. Conner Construction has verified all labor, permitting, and other requirements outlined in the Scope of Work and has demonstrated a clear understanding of the project.

1186 Suppliers were notified
51 Suppliers downloaded the Request for Bids
1 Bid was received
1 No-Bid received
13 Contractors attended the Mandatory Pre-Bid meeting

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

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

Funding Source:
Capital Improvement Plan (CIP) Projects Fund - Non-Capital Improvement Element - Fire Station 24 - Virginia Village - Buildings

Account No.:
FD3003 - CC1232 - PRJ100286 - SC562000

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

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

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Bid Backup	Cover Memo	10/23/2025	Bid_Backup_-Agenda_RFB_No._2425-115_PUBLIC_-_Updatedada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Purchasing	Streeper, Lisa	Approved	10/21/2025 - 4:50	Item Pushed to

BID RECOMMENDATION FORM

TITLE: RFB No.24/25-115 Fire Station No. 24 Site Clearing Services

DATE OF RECOMMENDATION: 10/21/2028

BIDDER	BASE BID TOTAL	ALTERNATE #1 TOTAL	TOTAL
Conner Construction and Demolition	$44,000	$60,000	
Beryl Project Engineering	No-Bid		

FUNDING SOURCE: FD3025 - CC1232 - PRJ100286

2024 Bond Construction Fund - Non-Capital Improvement Element - Fire Station 24 - Virginia Village

RECOMMENDATION:

Award RFB No.24/25-115 Fire Station No. 24 Site Clearing Services to Conner Construction and Demolition.

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

After review, it has been determined that awarding Conner Construction and Demolition is in the County's best interest. Conner Construction and Demolition has verified all labor, permitting, and other requirements outlined in the Scope of Work and has demonstrated a clear understanding of Capital Projects' expectations to successfully complete the project in accordance with County standards.

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE: Chad Josi, Project Manager

SIGNATURE: chad josi

BID TABULATION FORM

Bid: 24/25-115 Date: October 9, 2025

Proj: **Fire Station No. 24 Site Clearing Services** Time Open: 9:00 AM

Ad: Clay Today, August 21, 2025 Time Close: 9:02AM

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

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

	Bidder	Addendum	Bid Bond	Base Bid Total	Alternate #1 Total
1	Beryl Project Engineering	**No-Bid**			
2	Conner Construction and Demolition	Yes	Yes	$44,000.00	$60,000.00
3					
4					
5					
6					
7					
8					
9					
10					

EVALUATION TABULATION

RFB No. 24/25-115

Fire Station No. 24 Site Clearing Services

RESPONSE DEADLINE: October 9, 2025 at 4:00 pm

SELECTED VENDOR TOTALS

Vendor	Base Bid	Alternate Bid
Conner Construction and Demolition	$44,000.00	$60,000.00

BASE BID

Gopher tortoises shall be relocated prior to clearing and grubbing activities. The County has contracted with WGI, Inc. to relocate gopher tortoises.

Base Bid					Conner Construction and Demolition	
Selected	Bid Item	Description of Services	Quantity	Unit of Measure	Unit Cost	Total
X	1	Mobilization and General Conditions	1	LS	$5,000.00	$5,000.00
X	2	Erosion and Sediment Control	1	LS	$6,000.00	$6,000.00
X	3	Clearing and Grubbing	1	LS	$18,000.00	$18,000.00
X	4	Final Site Stabilization	1	LS	$15,000.00	$15,000.00
Total						$44,000.00

ALTERNATE BID

Gopher tortoises shall remain on site during Clearing & Grubbing activities. Contractor shall ensure burrows identified are not disturbed. The County shall have a consultant onsite to monitor construction activities in close proximity of identified burrows.

Alternate Bid					Conner Construction and Demolition	
Selected	Bid Item	Description of Services	Quantity	Unit of Measure	Unit Cost	Total
X	1	Mobilization and General Conditions	1	LS	$5,000.00	$5,000.00
X	2	Erosion and Sediment Control	1	LS	$5,000.00	$5,000.00
X	3	Clearing and Grubbing	1	LS	$28,000.00	$28,000.00
X	4	Final Site Stabilization	1	LS	$22,000.00	$22,000.00
Total						$60,000.00

[CONNER CONSTRUCTION AND DEMOLITION] RESPONSE DOCUMENT REPORT

RFB No. 24/25-115

Fire Station No. 24 Site Clearing Services

RESPONSE DEADLINE: October 9, 2025 at 4:00 pm

Conner Construction and Demolition Response

CONTACT INFORMATION

Company:
Conner Construction and Demolition

Email:
dsbconner@gmail.com

Contact:
David Conner

Address:
4839 Highway 17 south
Green Cove Springs, FL 32068

Phone:
N/A

Website:
https://www.connerservices.us/

Submission Date:
Oct 9, 2025 11:05 AM (Eastern Time)

1. Scope of Work

1.1. Purpose

The Clay County Board of County Commissioners (County) is requesting bids from qualified Contractors for the site clearing services at Fire Station 24 located at 1075 County Road 226 Green Cove Springs, FL 32043 per the plans and specifications associated with this Request for Bid (RFB).

The selected site is currently undeveloped and must undergo full site preparation to enable construction activities. This project will be executed in a phased approach to ensure that environmental sensitivities and regulatory compliance are prioritized throughout the process.

Site disturbance shall not commence until all required pre-clearing inspections, permits, and regulatory approvals are completed and accepted by Clay County Project Manager or designee. The phased scope includes:

- Phase I – Erosion and Sedimentation Control: Installation of erosion control measures to prevent soil displacement and protect surrounding natural resources during and after site disturbance.
- Phase II – Tree Removal and Grubbing: Clearing of designated trees and vegetation to prepare the site for construction access and subsequent environmental work.

1.2. Scope

The Contractor shall provide all labor, equipment, materials, permitting, supervision, and coordination necessary to perform phased site clearing and environmental mitigation services for the development of Fire Station 24 in Clay County, Florida.

The work shall be performed in phases defined below, beginning with installation and maintenance of erosion and sedimentation control measures and followed with tree removal and grubbing. All work shall be completed in accordance with applicable Clay County regulations, as well as environmental compliance requirements set forth by the Florida Fish and Wildlife Conservation Commission (FWC) and the U.S. Fish and Wildlife Service (USFWS).

The site has known protected species of Tri-Colored Bats and Eastern Indigo Snakes. Implementation of species protection measures in accordance with applicable wildlife regulations shall be required.

Protected Species (Eastern Indigo Snakes and Tri-Colored Bats)

The awarded Contractor shall implement the following protective measures to avoid harm to state and federally protected species during site clearing and preparation. These activities must be coordinated with qualified environmental professionals and conducted in accordance with

Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS) guidelines.

A. Eastern Indigo Snake Measures

1. The Contractor shall conduct daily visual inspections of the work area prior to clearing. All personnel must receive a Species Protection Plan briefing covering snake identification and avoidance protocols. Signage shall be visibly posted on-site outlining steps to take if an Eastern Indigo Snake is observed. If a snake is encountered:

   a. Immediately stop work in the vicinity

   b. Do not touch or move the snake. Allow it to leave the area on its own.

   c. Notify FWC in accordance with permit or agency requirements.

1.3. Base Bid

Base Bid: Gopher tortoises shall be relocated prior to clearing and grubbing activities. The County has contracted with WGI, Inc. to relocate gopher tortoises.

Phase I – Erosion and Sedimentation Control

The Contractor shall:

- Install and maintain erosion and sediment control measures prior to or immediately following vegetation removal, as necessary to prevent offsite sedimentation.
- Maintain all erosion control features throughout the duration of the project or until permanent stabilization is achieved.
- Inspect erosion control devices regularly and after rain events.
- Immediately repair or replace damaged devices as needed to maintain effectiveness.
- Remove temporary erosion control measures upon final site stabilization, unless otherwise directed by the County.
- Prevent sediment tracking onto public roadways.
- Coordinate with County staff or environmental monitors for erosion control inspections prior to progressing to subsequent phases of construction.

Phase II – Tree Removal and Grubbing

The Contractor shall:

- Secure all necessary permits for clearing activities.
- Dispose of clearing debris by either open burning with an air curtain incinerator or grinding and removing off-site. Contractor shall be responsible for verifying the site meets all required site conditions to obtain a burn permit. Contractor shall abide by all local and state environmental regulations for each method.
- Maintain all necessary records, permits, inspection reports, and species mitigation documentation onsite and make them available for County review upon request.
- Remove all trees identified in the associated plans, along with brush and surface vegetation, within the project limits. The County shall identify and flag all trees designated for removal.
- Conduct mechanical grubbing of stumps, root systems, and invasive undergrowth to prepare the site for grading and development.
- Prior to removing trees, ensure a pre-clearing inspection is completed.
- Coordinate with the County Project Manager or designee before removing any tree potentially protected by local ordinance. Do not remove any protected tree without prior written authorization.
- Utilize existing site access and is responsible for clean truck and tires prior to entering public road systems.
- Installing and maintaining clear signage, fencing or flagging where necessary.
- Be responsible for the coordination and maintenance of all pedestrian and vehicle traffic as needed for construction following FDOT and County MOT guidelines.
- Maintain the silt fence in its designed alignment, or as otherwise directed to ensure sedimentation and turbidity control, in accordance with Phase I requirements. The Contractor shall ensure the fence remains upright, properly anchored, and in effective working condition to prevent erosion and discharge throughout the duration of the project.
- Be responsible for maintaining full operational status of Fire Station 24 during the construction period of the Project. Construction activities shall be coordinated and executed to ensure continuous access, safety, and minimal interference with Fire Station 24 personnel, equipment, and emergency response operations.

1.4. Alternate Bid

Alternate Bid: Gopher tortoises shall remain on site during Clearing & Grubbing activities. Contractor shall ensure burrows identified are not disturbed. The County shall have a consultant onsite to monitor construction activities in close proximity of identified burrows.

Phase I – Erosion and Sedimentation Control

The Contractor shall:

- Install and maintain erosion and sediment control measures prior to or immediately following vegetation removal, as necessary to prevent offsite sedimentation.
- Maintain all erosion control features throughout the duration of the project or until permanent stabilization is achieved.
- Inspect erosion control devices regularly and after rain events.
- Immediately repair or replace damaged devices as needed to maintain effectiveness.
- Remove temporary erosion control measures upon final site stabilization, unless otherwise directed by the County.
- Prevent sediment tracking onto public roadways.
- Coordinate with County staff or environmental monitors for erosion control inspections prior to progressing to subsequent phases of construction.

Phase II – Tree Removal and Grubbing

The Contractor shall:

- Secure all necessary permits for clearing activities.
- Ensure clearing and grubbing activities do not disturb active burrows as identified in Section 6 Attachments – Addendum #2 Gopher Tortoise Burrow Locations. All equipment utilized shall be small enough to maneuver around identified burrows while performing construction activities. Potential areas that shall require to be felled by a chainsaw include Burrows GT-01 through GT-05, and GT-12 through GT-14. Contractor's equipment shall maintain a distance of twenty-five feet (25') from identified burrows.
- Dispose of clearing debris by either open burning with an air curtain incinerator or grinding and removing off-site. Contractor shall be responsible for verifying the site meets all required site conditions to obtain a burn permit. Contractor shall abide by all local and state environmental regulations for each method. In addition to local and/or state regulations for setbacks, burning activities shall not occur with fifty feet (50') or identified burrows.

- Be responsible for any fines and/or penalties for burrow destruction, wounding or killing gopher tortoise(s) due to the direct result of the awarded Contractor's negligence.
- Maintain all necessary records, permits, inspection reports, and species mitigation documentation onsite and make them available for County review upon request.
- Remove all trees identified in the associated plans, along with brush and surface vegetation, within the project limits. The County shall identify and flag all trees designated for removal.
- Conduct mechanical grubbing of stumps, root systems, and invasive undergrowth to prepare the site for grading and development.
- Prior to removing trees, ensure a pre-clearing inspection is completed.
- Coordinate with the County Project Manager or designee before removing any tree potentially protected by local ordinance. Do not remove any protected tree without prior written authorization.
- Utilize existing site access and is responsible for clean truck and tires prior to entering public road systems.
- Installing and maintaining clear signage, fencing or flagging where necessary.
- Be responsible for the coordination and maintenance of all pedestrian and vehicle traffic as needed for construction following FDOT and County MOT guidelines.
- Maintain the silt fence in its designed alignment, or as otherwise directed to ensure sedimentation and turbidity control, in accordance with Phase I requirements. The Contractor shall ensure the fence remains upright, properly anchored, and in effective working condition to prevent erosion and discharge throughout the duration of the project.

1.5. Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid Meeting will be held on September 04, 2025, at 1075 County Road 226, Green Cove Springs, FL 32043 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.

1.6. Work Hours

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

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

1.7. 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 required permits, fees, licenses, and final inspections by the County, municipality, and other agencies shall be the responsibility of the Contractor and shall 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.

1.8. 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.

1.9. 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.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. Term

Upon execution of the awarded agreement, the Contractor shall coordinate the installation of erosion and sediment control measures with the County's Project Manager or designee.

Clearing and grubbing activities may begin no earlier than December 15, 2025, and must take place between December 15, 2025 and February 15, 2026 due to tri-colored bats. All clearing and grubbing activities must be fully completed by February 15, 2026, to comply with project deadlines and environmental regulations.

The Contractor shall achieve Final Completion of the Project no less than thirty (30) calendar days after the delivery of the Punch List by the County to the Contractor.

1.14. Liquidated Damages

The Contractor shall be assessed Liquidated Damages (LD) of $250.00 for each day past final completion date set by the contract.

1.15. 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.

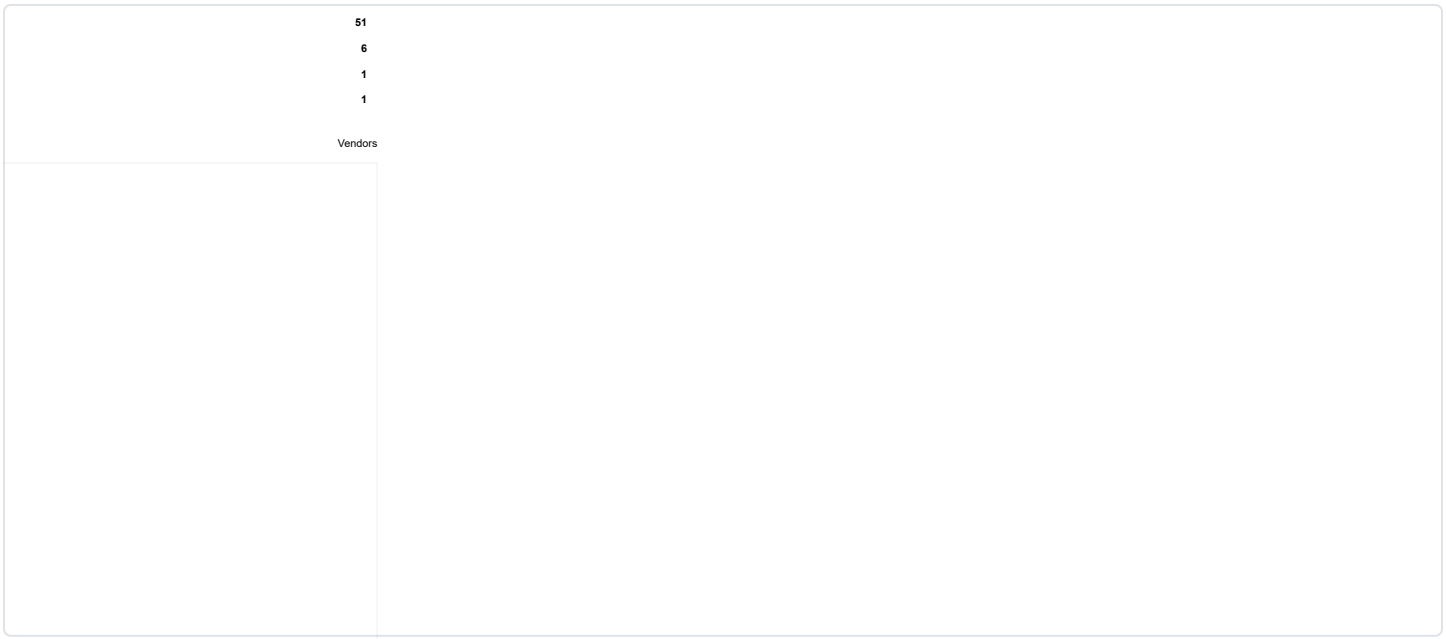
1.16. Value Engineering

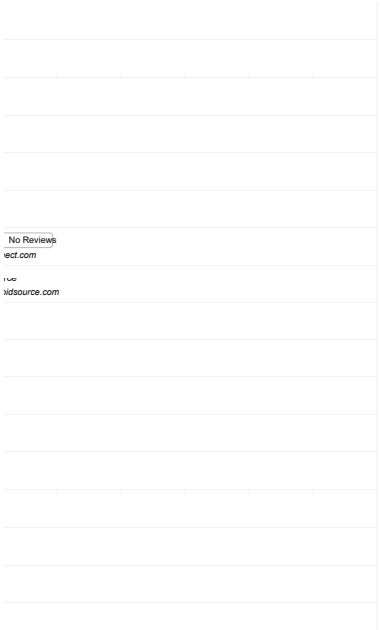
The County reserves the right to engage in value engineering discussions prior to the award of the RFB.

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

1.17. 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.


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Vendors


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Mandatory Pre-Bid Meeting

Request for Bids No. 24/25-115, Fire Station No. 24 Site Clearing Services

September 4, 2025, 10:00 AM

Company	First Name	Last Name	Phone Number	Email Address
JT Ruby Contracting Inc	Kelly	Ruby	(904) 3700202	jtrcontractingsvc@gmail.com
Black Creek Land Clearing	Justin	Weimer	(904) 600-9650	Blackcreeklandclearing@gmail.com
2H&L Services	STEPHEN	MCCutchen	(904) 860 6865	STEPHE@2HLServices.com
CTS Site Prep	Jacob	Clemons	(352) 235-1210	Jacob@CondsPrep.com
integrity site solutions	Chris	Celebre	(352) 572-8206	integritysitesolutionsllc@gmail.com
2K Property Services	Alex	Kinsey	(352) 789-5004	Alex@2KPropertyServices.net
CLS Site Prep	JASON	CLEMONS	(904) 454 0415	JASON@CANDSPREP.com
KES Land Care	MARK	GARRARD	(904) 813-2974	MH Garrard@aol.com
Connor Construction & Demolition	David	Connor	(904) 837-5050	David@Connerservices.us
GRSC, INC	Mark	Cayabyab	(904) 671-4293	Mark@GRSCINC.net
Site Solution of FL	Mark	Cayabyab	(904) 671-4293	Mark@SiteSolutionsFL.com
Blackburn Contracting Group	Fred	Blackburn	(352) 358-5875	Fred@BlackburnContracting.com
Tree Removal LLC.	Tim	Scurria	(904) 247 6340	SALES@TreeRemovalLLC.com
			( )	
			( )	
			( )	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE: 9/8/2025

FROM: Administrative and
Contractual Services

SUBJECT:
Approval to post Notice of Intent to Award Bid No. 24/25-111, Security Gate and Card Readers for the Clay County Jail to Miller Electric Company in the amount of $54,991.12. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:
Sheriff Countywide Fund - Buildings-Jail/Law Enforcement - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County requested Bids from licensed Contractors for the installation of Security Gate and Card Readers for the Clay County Jail, located in Green Cove Springs. Contractor shall have sixty (60) days from Notice to Proceed to achieve Substantial Completion. The Contractor shall achieve Final Completion of the Project no less than thirty (30) calendar days after the delivery of the Punch List by the County to the Contractor.

Only one bid was received. It has been determined that awarding to Miller Electric Company is in the best interest. Miller has demonstrated a clear understanding of this project and has provided similar services to the County.

814 Suppliers were notified
30 Suppliers downloaded the Request for Bids
1 Bid was received
4 Contractors attended the Mandatory Pre-Bid meeting.

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

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

Funding Source:
Sheriff Countywide Fund - Buildings-Jail/Law Enforcement - Infrastructure

Account No.
FD1002 - CC1152 - PRJ100866 - SC563000

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

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	BidBackup	Cover Memo	10/23/2025	Bid_Backup_-_Agenda_security_PUBLICdsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/21/2025 - 4:50 PM	Item Pushed to Agenda

BID RECOMMENDATION FORM

TITLE:

RFB No. 24/25-111, Security Gate and Card Readers for the Clay County Jail

DATE OF RECOMMENDATION:

October 20, 2025

BIDDERS	BID TOTAL
Miller Electric Company	54,991.12

FUNDING SOURCE: Sheriff Countywide Fund - Buildings-Jail/Law Enforcement - Infrastructure

FD1002 - CC1152 - PRJ100866 - SC563000

RECOMMENDATION:

Award RFB No.24/25-111, Security Gate and Card Readers for the Clay County Jail to Miller Electric Company.

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

Miller has demonstrated a clear understanding of the Sheriff's Office expectations to complete this Project.

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:	SIGNATURE:
Tony Saunders Facilities Manager	Tony Saunders

BID TABULATION FORM

Bid: 24/25-111 Date: October 14, 2025

Proj: **Security Gate and Card Readers for the Clay County Jail** Time Open: 9:00 AM

Ad: Clay Today, September 11, 2025 Time Close: 9:01AM

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 Bid Amount
1	Miller Electric Company	Yes	Yes	$54,991.12
2				
3				
4				
5				
6				
7				
8				
9				

EVALUATION TABULATION

RFB No. 24/25-111

Security Gate and Card Readers for the Clay County Jail

RESPONSE DEADLINE: October 13, 2025 at 4:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
Miller Electric Company	$54,991.12

GATE AND CARD READER

Gate and Card Reader					Miller Electric Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	New Gate	1	Lump Sum	$7,318.07	$7,318.07
X	2	Bollards	1	Lump Sum	$2,660.01	$2,660.01
X	3	Slide Gate Operator	1	Lump Sum	$14,319.00	$14,319.00
X	4	Pedestrian Walk Through Gate	1	Lump Sum	$3,489.46	$3,489.46
X	5	Low Voltage Equipment	1	Lump Sum	$27,204.58	$27,204.58
Total						$54,991.12

[MILLER ELECTRIC COMPANY] RESPONSE DOCUMENT REPORT

RFB No. 24/25-111

Security Gate and Card Readers for the Clay County Jail

RESPONSE DEADLINE: October 13, 2025 at 4:00 pm

Miller Electric Company Response

CONTACT INFORMATION

Company:
Miller Electric Company

Email:
tbartmess@mecojax.com

Contact:
Tamara Bartmess

Address:
6805 Southpoint Pkwy,
Jacksonville, FL 32216

Phone:
(904) 349-8839

Website:
www.mecojax.com

Submission Date:
Oct 13, 2025 3:18 PM (Eastern Time)

1. Scope of Work

1.1. Purpose

Clay County Board of County Commissioners (County) is requesting bids from licensed Contractors for the installation of Security Gate and Card Readers for the Clay County Jail, located at 901 N. Orange Avenue Green Cove Springs, FL 32043, per the specifications associated with this Request for Bid (RFB).

1.2. Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid Meeting will be held on September 25, 2025 at the Clay County Sheriff's Office (Command Staff Parking Area, 901 N. Orange Avenue, Green Cove Springs, FL 32043) 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.

1.3. Scope of work

Services (Gate / Post / Footer / Fence Panel)

- Provide and install one (1) new roll gate, sixty-four inches (64") tall with an additional twenty inches (20") of barbed wire on top, total length twenty-one feet and six inches (21' 6"). Includes all necessary rollers, hardware, and concrete footer. Gate must match the existing fence line.

Services (Bollards)

- Provide and install two (2) - 6 5/8" concrete-filled steel bollards to protect the main card reader and intercom on the offset gooseneck.

Services (Gate Operator)

- Provide and install one (1) Viking L-3 slide gate operator, or equivalent (nonproprietary), including battery backup, surge suppression. System will include:
  - Two (2) saw-cut loops and detectors
  - One (1) photo beam
  - One (1) safety edge detector (for UL compliance)

Services (Pedestrian Gate)

- Provide and install one (1) two inch (2") steel-framed pedestrian walk-through gate, sixty-eight inches (68") tall with an additional twelve inches (12") of barbed wire on top, seventy-one inches (71") wide.
- Provide and install two (2) - three inch (3") posts.
- Includes automatic closer and electronic lock. Gate must match existing fence line.

- Power and conduit to be provided for high-voltage connection to the gate operator.
- Install all required low-voltage raceways to support:
  - One (1) intercom system with video
  - Three (3) card readers
  - One (1) pedestrian magnetic gate lock
- All card readers will need to will need to integrate to existing the HID SEOS control system.

Services (Low Voltage Equipment & Wiring)

- Provide and install low-voltage equipment, including:
  - One (1) intercom system
  - Three (3) card readers
  - One (1) pedestrian magnetic gate lock
- Includes gooseneck post for mounting and all necessary mounting boxes and hardware.
- Run and connect all low-voltage wiring for both gate operator access controls and pedestrian gate systems.
- All card readers will need to will need to integrate to existing the HID SEOS control system.

1.4. Tools/Equipment Requirement

If tools/equipment are left in the Clay County Jail, the General Contractor and Subcontractors will need to provide a gang box to secure the tools. All tools/equipment will be required to be checked when entering and leaving the facility. All tools/equipment left in a gang box are subject to periodic checks to ensure all items are accounted for.

1.5. Contractor and Subcontractor Requirements

A. The Contractor shall be licensed to perform all work listed in the Scope of Work provided.

B. Contractor shall obtain all permits to complete the project in accordance with the contract documents.

C. All work will be performed in accordance with the most applicable state and local regulations.

D. The Contractor shall own or have full access to the appropriate personnel and equipment to complete the project requested.

E. 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.

F. Contractors must have been in business for a minimum of 5 years doing similar work.

1.6. 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.

1.7. 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.

1.8. Work Hours

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

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

1.9. 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 City of Green Cove Springs permitting please contact:

City of Green Cove Springs Building Division

Phone: (904) 297-7500

Email: building@greencovesprings.com

Website: https://www.greencovesprings.com/192/Building-Division

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.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. Warranty

The Contractor shall provide a warranty for all workmanship and material for a period of two (2) years unless a longer manufacture warranty/guarantee time is given. Warranty will begin from the date of substantial acceptance.

Viking L-3 slide gate operator to include a five (5) year commercial parts warranty.

1.18. Term

The awarded Contractor shall have sixty (60) days from Notice to Proceed to achieve Substantial Completion.

The Contractor shall achieve Final Completion of the Project no less than thirty (30) calendar days after the delivery of the Punch List by the County to the Contractor.

1.19. Liquidated Damages

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

1.20. Performance Evaluation

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

1.21. 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.

1.22. Value Engineering

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

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

1.23. 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

497

Vendor Funnel

Followers	13
Downloaders	30
Applicants	2
No Bids	0
Submissions	1

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
BD Fine Finish *bdarden.finefinish@gmail.com*		✔			
Birdi Systems Inc. No Reviews *bids@birdi-inc.com*	✔	✔			
ConstructConnect No Reviews *content@constructconnect.com*		✔			
Construction Bid Source *tgephart@constructionbidsource.con*		✔			
Cornerstone Detention Products, *mmiller@cornerstoneinc.com*	✔	✔	✔		
DF Interactive NC LLC *bids+opengov@davidfine.dev*		✔			
Dodge Construction Network *elaine.wilson@construction.com*		✔			
Dodge Construction Network *rhona.priego@construction.com*		✔			
Dodge Data And Analytics No *jayalakshmil@construction.com*		✔			

Eight path Solutions No Revie *eightpathllc@gmail.com*	✔	✔		
Florida Detention Systems, Inc. *joe@floridadetention.com*	✔	✔		
Florida Surety Bonds, Inc. No *kim@floridasuretybonds.com*	✔			
Gervais Ventures LLC *ngervais@gervaisventures.com*	✔	✔		
GovGuide No Reviews *rfp@yourgovguide.com*		✔		
Green Administrative Services *haroldgreen197410@gmail.com*		✔		
Holiday Sourcing Inc *eid.mfady@gmail.com*	✔	✔		
Mid State Builders Exchange Inc *hugh@bxplanroom.com*	✔	✔		
Miller Electric Company 5 *tbartmess@mecojax.com*	✔	✔	✔	✔
New Constructors *faseehur08@gmail.com*	✔	✔		
None *martin.larinas@gmail.com*		✔		
North America Procurement Cour *notifications@napc.me*		✔		
PWXPress No Reviews *bids@pwxpress.com*		✔		
RevStar Consulting No Revie *nastassia.barkouskaya@revstarcons*		✔		
Source Management No Revie *sourcemanagement@deltek.com*	✔	✔		
THWilson Bonds No Reviews *thwbonds@outlook.com*		✔		
Tadeos Engineering LLC No F	✔	✔		

luis@tadeosengineering.com					
The Rose Report No Reviews *rose@therosereport.com*		✔			
Tietjen Technologies Inc. *tyg@tietjentechnologies.com*	✔	✔			
VendorLink, LLC No Reviews *bids@evendorlink.com*		✔			
Visual *visualbidalerts@gmail.com*		✔			
eRepublic, Inc. No Reviews *mlamoreaux@erepublic.com*		✔			

In Partnership With

OPENGOV

Mandatory Pre-Bid Meeting

Request for Bids No. 24/25-111, Security Gate and Card Readers for the Clay County Jail

September 25, 2025, 10:00 AM

Company	First Name	Last Name	Phone Number	Email Address
Vetted	Crosby	NOAH	(727) 432-5308	[illegible]@vettedsecurity
~~Tamara Bartmess~~			( )	
Miller Electric	Tamara	Bartmess	(904) 349-8838	TBartmess@mecjax.com
VIGNEAUX	JAMES	PRIETO	(904) 465-4607	jprieto@vigneaux.com
Specialty Fence	Jimi'	Carey	(904) 510 2084	jimi.specialty@gmail.com
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			( )	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners

DATE: 10/10/2025

FROM: Courtney K. Grimm

SUBJECT: Property Address: 5207 Sweat Road, Green Cove Springs, FL 32043

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Lien Reduction Memorandum	Cover Memo	10/24/2025	Lien_Reduction_Memo_5207_Sweat_Rd_20251023.ADA_aw.pdf
	Lien Reduction Application	Backup Material	10/23/2025	Lien_Reduction_Request_Application_dsada.pdf
	Purchase and Sale Agreement	Backup Material	10/23/2025	PSA_(1)dsada.pdf
	Lien Reduction Agreement	Agreement/Contract	10/23/2025	Lien_Reduction_Agreement_20251022_final_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/21/2025 - 4:51 PM	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:

Mike Cella
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: October 28, 2025
Re: Request for Prospective Buyer Lien Reduction for Vilson Gjruaj

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The Code Enforcement Division received a request for a lien reduction from Vilson Gjuraj for the property located at 5207 Sweat Road, Green Cove Springs, Florida. Derek Mayo, the owner of the property, and Gjuraj entered into a Purchase and Sale Agreement for the subject property. A copy of Gjuraj's Lien Reduction Application and the Purchase and Sale Agreement are attached.

Mr. Gjuraj intends to purchase the property and build a custom home on it for him and his family to live in.

The current property owner, Derek Mayo, purchased the property in 2007. On January 17, 2024, the property was found to be in violation for having non-permitted accessory structures and mobile homes located on it, and violation notices were sent in January, February, and April of 2024. The Code Enforcement Division re-inspected the property on April 10, 2024, and May 13, 2024, noting no improvements in the condition of the property. Due to non-compliance, an Order for Compliance was entered on August 1, 2024, providing a deadline of August 15, 2024. The property was not brought into compliance by the deadline and an Order Imposing Fine and Costs was entered on October 3, 2024, with a daily fine of $25 per day dating back to August 16, 2024.

To date, the property has not been brought into compliance and a daily fine of $25 continues to accrue. As of October 28, 2025, the accrued daily fine totals $12,670, inclusive of staff costs.

Code Enforcement Liens on other Property Owned by Derek Mayo

Derek Mayo owns six other parcels of land within Clay County, and two of these six parcels (1089 Culpepper Rd, Green Cove Springs, Florida 32043 & 1642 Warfield Ave, Green Cove Springs, Florida 32043) are also subject to active Clay County Code Enforcement Liens for accumulation of waste/junk, abandoned vehicles, and/or non-permitted accessory structures.

According to the Orders imposing Fine and Costs for all three Code Enforcement actions, these liens attach to "any other real or personal property owned by the Respondents. Said lien runs in favor of the Board of Commissioners of Clay County." Consequently, the three liens attach to all property owned by Mr. Mayo.

The total amount of the active liens on all properties owned by Mr. Mayo is $140,250 apportioned as follows:

CE Case No.	Date of imposition	Fine amount	Lien Total (as of Oct. 28, 2025)	Cost of Prosecution	Staff costs	Total Lien Amount (as of Oct. 28, 2025)
19-050	12/3/2019	$50/day*	$107,800	$100	$1,840	**$109,740**
24-061	8/16/2024	$25/day*	$10,950	$100	$1,620	**$12,670**
25-025	4/3/2025	$75/day*	$15,600	$100	$2,140	**$17,840**
					TOTAL	**$140,250**

* Fine continues to roll

Because all of the violations continue to exist, the liens continue to accrue at a rate of $150 per day.

Gjuraj has requested a reduction of the lien on the 5207 Sweat Road property and a release of that property from the additional liens that attach to it by virtue of Mr. Mayo's ownership. 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: 1) the applicant's request for a lien reduction and, if approved, 2) the amount of such reduction, and 3) approval of the attached Lien Reduction Agreement.

Reduction of Code Enforcement Lien(s) Request Application

Case Number(s)	Lien Address (Property Subject to the Lien(s))
CE-24-061	5207 Sweat Rd

Applicant's name:	Phone number:
Vilson Gjuraj	904-400-3666

Mailing address: 4390 Spurline Dr South, Jax, FL 32257

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: Derek Mayo

Current owner of lien address: Derek Mayo

Current owner's relationship or affiliation with entity/person named in lien(s): Same person

Other property located in Clay County belonging to current owner – Parcel Numbers and Address: Attach a separate sheet if necessary

* Case #: CE-19-050/Address: 1089 Culpepper Rd/P #: 03-07-26-015797-003-00
* Case #: CE-25-025/Address: 1642 Warfield Avenue/P #: 38-06-26-016559-0040

What were the violations at lien address when lien(s) was/were placed?

- 5207 Sweat Rd: non-permitted accessory structure & Mobile homes
- 1642 Warfield Ave: Junk, trash, Debris, overgrown yard, non permitted/ Permissible structures
- 1089 Culpepper Rd: Nuisances - Abandoned/Junk Vehicles

VACANT LAND
PURCHASE AND SALE AGREEMENT
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REALTOR®

VILSON GJURAJ, a married man ("BUYER/PURCHASER") names as reflected on government-issued photo ID and **marital status** if individuals and DEREK MAYO, a single man ("SELLER"), names as reflected on deed or government-issued photo ID and **marital status** if individuals, which terms may be singular or plural and include the successors, personal representatives and assigns of BUYER and SELLER, hereby agree that SELLER will sell and BUYER will buy the following described property with all improvements ("the Property"), upon the following terms and conditions and as completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked.

PROPERTY DESCRIPTION:

(a) Street address, city, zip code: Likely 5207 Sweat Raod, Green Cove Springs, FL 32043

(b) The Property is located in Clay County, Florida. Property Tax ID No: 02-07-26-015743-009-00

(c) The legal description of the Real Property (if lengthy, see attached legal description): See attached EXHIBIT " A".

The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's, or guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do not adversely affect marketable title. SELLER hereby represents that SELLER has the legal authority and capacity to convey the Property and that no other person or entity has an ownership interest in the Property. **Under Florida law financing of the BUYER's principal residence requires the BUYER and BUYER's spouse to sign the mortgage(s). Under Florida law, the sale of a principal residence requires the SELLER's spouse to sign the deed even if the spouse's name is not on SELLER's present deed.**

1. PURCHASE PRICE to be paid by BUYER is payable as follows:

(A) Binder deposit is paid herewith or is due within 2 days after the date of acceptance which will remain a binder until closing unless sooner disbursed according to the provisions of this Agreement. $ 1,000

(B) Additional binder deposit due on or before _____ or _____ days after date of acceptance of this Agreement $ _____

(C) Proceeds of a note and mortgage to be executed by BUYER to any lender other than SELLER (base loan amount excluding financed closing costs) $ _____

(D) Seller financing by note and mortgage executed by BUYER to SELLER (requires the use of Seller Financing Addendum) $ _____

(E) Balance due at closing (not including BUYER's closing costs, prepaid items or prorations) by wire transfer or, if allowed by the settlement agent, by cashier's or official check drawn on a United States banking institution $ 99,000

(F) **PURCHASE PRICE** $ 100,000

(G) ☑ **Purchase Price Based on Units** (Complete only if Purchase Price will be based on a per unit price instead of a fixed sales price). The unit used to determine the Purchase Price is

☐ Acre

☐ Square foot

☑ Other (specify Less Settlement amount due Clay County Code enforcement) prorating areas of less than a full unit. The Purchase Price will be $_____ per unit and adjusted at closing based on a calculation of the units of the Property as certified to BUYER and SELLER by a Florida-licensed surveyor in accordance with Paragraph 6 of this Agreement. The following rights of way and other areas within the Property will be excluded from the calculation of units: The Real Property is currently under a Code Enforcement Lien. BUYER is working with Clay County Code officials to clear the Non-permitted accessory structures and mobile homes to bring the real property in compliance with current zoing requirements.Mobile homes shall be removed prior to closing consisting of 2 double wides, 1 single wide, and 1 Modular Home.

Binder deposit to be held by:
Name: Glenn A. Taylor, PA
Address: 462 Kingsley Avenue, Suite 103, Orange Park, FL 32073
Phone: 904-215-7953 E-mail: Glenn@GlennATaylor.com
Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder deposit(s) held by an attorney or title insurance agency, the Broker's resolution remedies referenced in paragraph 13(A) are not available.

2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

☑ cash
☐ loan without a financing contingency
☐ loan as marked below with financing contingency.
Loan Approval (mark only one box):
☐ **is** conditioned upon the closing of the sale of other real property owned by BUYER
☐ **is not** conditioned upon the closing of the sale of other real property owned by BUYER.
If neither box is marked, then Loan Approval is not conditioned upon the closing of the sale of other real property owned by BUYER.
☐ seller financing (If marked see applicable SELLER FINANCING ADDENDUM attached hereto and made a part hereof).

APPLICATION: Within _____ days (5 days if left blank) after the date of acceptance of this Agreement, BUYER will complete the application process for a mortgage loan(s). BUYER will timely furnish any and all credit, employment, financial, and other information required by the lender sufficient to generate a Loan Estimate or similar closing cost estimate, pay all fees required by BUYER's lender, and make a continuing and diligent effort to obtain loan approval. **Otherwise, the BUYER is in default.** BUYER hereby authorizes BUYER's lender to disclose information regarding the status, progress, and conditions of loan application and loan approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent. BUYER and SELLER hereby further authorize BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to BUYER and SELLER, both before and at closing (consummation).

LOAN APPROVAL PERIOD: Unless the mortgage loan is approved within _____ days (30 days if left blank) after the date of acceptance of this Agreement without contingencies other than lender-required repairs/replacements/treatments, marketable title, and survey, hereinafter called the **Loan Approval Period**, **BUYER may terminate this Agreement by written notice to the SELLER during the Loan Approval Period, or be deemed to have waived the financing contingency.** If BUYER does not terminate this Agreement prior to the end of the Loan Approval Period, neither BUYER nor SELLER shall have the right to terminate this Agreement under this paragraph, the binder deposit shall not be refundable because the BUYER failed to obtain financing, and this Agreement shall continue through date of closing.

3. **MAINTENANCE, INSPECTION, AND REPAIR:** SELLER will maintain the Property in its present condition until closing, except for normal wear and tear, and SELLER will not engage in or permit any activity that would materially alter the Property's condition without the BUYER's prior written consent. If BUYER elects not to have inspections and investigations performed, BUYER accepts the Property in its "**AS IS**" condition as of the date of acceptance of this Agreement. BUYER will be responsible for the repair of all damages to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-inspection condition. These obligations shall survive the termination of this agreement.
(A) **Inspection of the Property. Mark (1) or (2) below to designate whether an Inspection Period applies. If neither box is marked, the Inspection Period DOES NOT apply**.
(1) ☐ **No Inspection Period.** BUYER is satisfied that the Property is suitable for BUYER's intended use, including, but not limited to, (i) the zoning and any proposed zoning changes for the Property, (ii) the subdivision, deed, or other restrictions that affect the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, (vii) the condition of the Property, and (viii) all other matters concerning BUYER's intended use of the Property. This Agreement is NOT contingent on BUYER conducting any further investigations.
(2) ☑ **Inspection Period.** BUYER may, at BUYER's expense, by ☑_____ (date). or ☑ 85 days (30 days, if left blank) after the date of acceptance of this Agreement (the "Inspection Period), perform such due diligence on, investigate, and inspect the Property to determine whether or not the same is satisfactory to BUYER, in BUYER's sole and absolute discretion. During the Inspection Period, BUYER may conduct such tests and inspections as BUYER may desire including, but not limited to,

appraisals of the Property, soil testing, and/or borings, testing for saltwater and freshwater ground permeation and intrusion, drainage, permitting, municipal lien searches, site plan and other determinations for BUYER's intended or potential use of the Property. During such Inspection Period, BUYER will be provided access to the Property to, among other things, inspect the Property, determine the condition thereof, verify zoning, conduct engineering and environmental studies, feasibility tests, determine use under zoning or the proposed comprehensive land use plan, test for hazardous materials, and to determine the availability of water, sewer, and other utilities.

Neither BUYER nor SELLER may initiate any change to any of the foregoing prior to closing without the written consent of the other party. SELLER warrants and represents that there is ingress and egress to and from the Property sufficient for its current use.

If BUYER determines, in BUYER's **sole and absolute discretion**, that the Property is not acceptable to BUYER for any reason, then prior to the expiration of the Inspection Period, BUYER may deliver to SELLER written notice of BUYER's election to terminate this Agreement, in which event the deposit(s) shall be returned to the BUYER and the parties hereto shall be discharged from their obligations hereunder except as provided in this paragraph 3.

If this transaction does not close for any reason whatsoever, BUYER shall be responsible to restore the Property to its original condition. Promptly upon the completion of any inspection, examination, or test, BUYER shall restore the Property to its former condition.

Prior to closing, BUYER shall not permit any liens to be placed on the Property arising from any action of BUYER and if any such liens are placed on the Property, BUYER shall promptly remove such liens by payment or bonding no later than the earlier of: (i) 10 days after demand thereof by SELLER; or (ii) date of closing; or (iii) termination of this Agreement.

BUYER shall not engage in any activity on the Property other than tests and inspections prior to closing without the prior written consent of SELLER. BUYER and its employees, agents, and contractors shall enter upon the Property at their own risk and SELLER shall not be liable in any way for damages or acts suffered by such parties.

Upon expiration of the Inspection Period, if BUYER has not terminated this Agreement, the deposit(s) shall become NON-REFUNDABLE unless SELLER does not perform this Agreement, and, if BUYER fails to close for any reason other than SELLER's default or SELLER's inability to perform, the deposit(s) shall be retained by SELLER as liquidated damages and consideration for the execution of this agreement, and will be distributed pursuant to the terms of the listing agreement and this Agreement.

In addition, BUYER hereby agrees to defend, indemnify, and hold SELLER harmless against any claims, costs, damages, or liability arising out of BUYER's inspection/investigation of the Property, including costs and reasonable attorney's fees. BUYER agrees to defend, indemnify, and hold SELLER harmless from and against all liens on the Property filed by contractors, material suppliers, or laborers performing work and tests for BUYER. The indemnification and hold harmless provisions of this paragraph shall survive any termination of this Agreement.

(B) **Access:** SELLER will make the Property available for inspections and investigations during the time provided for inspections and investigations in this paragraph, and, if not, the time for inspections and investigations will be extended by the time access was denied.

(C) **Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor Selling Broker warrants the condition, size, or square footage of the Property and neither is liable to BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to the condition, size, or square footage of the Property. Brokers shall not be liable for the performance by any provider of services or products recommended by Brokers. Such recommendations are made as a courtesy. BUYER and SELLER may select their own providers of services or products.

4. **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.**

(A) ☐ **NO SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes no representations or warranties concerning the environmental condition of the Property or the subsurface Condition of the Property as hereinafter defined.

(B) ☑ **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes the following representations concerning the environmental condition of the Property and the Subsurface Condition of the Property. These representations shall survive closing.

(i) Subsurface Conditions. SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) there are no man-made adverse physical conditions on or under any portion of the Property including, without limitation, buried debris, human burials or remains, archaeological sites, landfills of any type, or hazardous wastes, and that the Property has not at any time been used for any such purpose; and (b) there are no other adverse physical conditions on or under any portion of the

Property including, without limitation, muck, fault lines, sinkholes or other geological conditions or soil conditions adverse to construction purposes ("Subsurface Conditions").

(ii) SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) the Property and all uses of the Property have been, and presently are, in compliance with all federal, state, and local environmental laws; (b) no hazardous substances have been generated, stored, treated, or transferred on the Property, except as specifically disclosed to BUYER or permitted under environmental law; (c) SELLER has no knowledge of any spill or environmental law violation on any property contiguous to the Property; (d) SELLER has not received or otherwise obtained knowledge of any spill or contamination on the Property, any existing or threatened environmental lien against the Property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the Property; and (e) SELLER has all permits necessary for any activity and operations currently being conducted on the Property and such permits are in full force and effect.

5. **TITLE EVIDENCE/MUNICIPAL LIEN SEARCH: Mark to designate the party responsible to provide title commitment.**

(A) ☐ **SELLER to provide**: Within ____ days (20 days if left blank) after the date of acceptance of this Agreement, SELLER will deliver to BUYER a title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-II title exceptions. Subject to paragraph 7(b), any expense of curing title defects such as, but not limited to, legal fees, discharge of liens, and recording fees will be paid by SELLER. If requested, SELLER will also provide (at BUYER's expense) at or prior to closing a simultaneous title insurance commitment for a mortgage policy.

(B) ☑ **BUYER to obtain**: During the Inspection Period BUYER shall obtain and deliver a copy to the SELLER:

(C) ☑ Title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-I requirements and B-II exceptions, and/or ☐ Title insurance commitment for mortgage policy in the amount of the new mortgage together with legible copies of all Schedule B-I requirements and B-II exceptions. Subject to paragraph 12(B), any expense of curing title defects such as, but not limited to, legal fees, discharge of liens, and recording fees will be paid by SELLER. From the date of acceptance of this Agreement to closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

(D) MUNICIPAL LIEN SEARCH: If a municipal lien search is required in this Agreement, at least 30 days before the date of closing (10 days if left blank), the party paying for this search shall pay for the cost of this search upon request by closing attorney/settlement agent.

6. **SURVEY MAP:** At least 30 days before the date of closing (10 days if left blank), the party paying for the survey map shall cause it to be delivered to the closing attorney/settlement agent **(mark only one box):**

☑ a new staked survey map of the Property dated within (3) months of the date of closing showing all improvements, certified to BUYER, SELLER, lender, and the title insurer in compliance with Florida law; **or**

☑ a copy of a previously made survey map of the Property showing all existing improvements and sufficient to allow removal of the standard survey map exceptions from the title insurance commitment **or, if insufficient, then a new staked survey map is required at Sellers's expense unless otherwise marked in paragraph 8a; or**

☐ No survey map is required.

If a surveyor's flood elevation certificate is required, the BUYER shall pay for it.

7. **TITLE EXAMINATION AND DATE OF CLOSING (CONSUMMATION)**

(A) If title evidence and survey map, as specified below, show SELLER is vested with marketable title, including legal access, the transaction will be closed and the deed and other closing papers delivered on or before (**mark only one box**):

☐ _____ days (15 days if left blank) after the **Loan Approval Period**, or

☐ _____ (specific date), or

☑ 85 days after date of acceptance of this Agreement,

unless extended by other conditions of this Agreement.

Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances, covenants, restrictions, and easements of record which do not adversely affect marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

(B) **Extension of Date of Closing and Other Dates:**
If closing cannot occur by the date of closing due to Consumer Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, an act of God, a government shutdown, an act of terrorism or war ("force majeure") prevents any obligation under this Agreement from being reasonably performed or causes the unavailability of insurance, all time periods, including the date of closing, will be extended for the period of time that any of the above prevents performance of any obligation under this Agreement, but in no event more than 5 days after restoration of services essential to the closing process and availability of applicable insurance. If force majeure prevents the performance of any obligation under this Agreement for more than 30 days beyond the date of closing, BUYER or SELLER may terminate this Agreement by delivering written notice to the other party.

If title evidence or survey map reveals any defects which render the title unmarketable, or if the Property is not in compliance with governmental regulations/permitting, or homeowners' association rules /regulations BUYER or closing attorney/settlement agent will have 5 days from the receipt of title commitment, survey, or written evidence of any permitting or regulatory issue to notify SELLER in writing of such defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense, even if not yet a monetary obligation, and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to BUYER of evidence that such defects have been cured but not sooner than the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens, and other monetary encumbrances unless otherwise agreed in writing. If SELLER is unable to convey marketable title, to cure association, permitting/ regulatory issues, BUYER will have the right to either terminate this Agreement or to accept the Property as SELLER is able to convey and to close this transaction upon the terms stated herein, which election must be exercised within 10 days after BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

8. **BUYER WILL PAY:**

(A) CLOSING COSTS:

- ☑ Recording fees
- ☐ Intangible tax
- ☐ Note stamps
- ☐ Simultaneous mortgagee title insurance policy
- ☑ Title insurance endorsements
- ☐ Lender's flood certification fees
- ☐ Mortgage origination charges
- ☐ Appraisal fee
- ☐ Credit report(s)
- ☐ Tax service fee
- ☐ Mortgage insurance premium
- ☐ Mortgage discount not to exceed_____
- ☑ Survey Map
- ☑ Closing attorney/settlement fee
- ☑ BUYER's courier/wire fees
- ☑ Title search
- ☐ Broker transaction Fee $_____
- ☐ Mortgage transfer and assumption charges
- ☑ Inspection and reinspection fees
- ☑ Other Buyer to pay all closing costs.

(B) All other charges required by the lender(s) in connection with the BUYER's loan(s) unless prohibited by law or regulation, **together with lender-related settlement/title service fees charged to process, close, and post-close BUYER's loan(s).**

(C) Homeowners' association application/transfer fees and capital contributions, if required.

(D) PREPAIDS: Prepaid hazard, flood, and wind insurance, taxes, interest, and mortgage insurance premiums if required by the lender.

9. **SELLER WILL PAY:**

(A) CLOSING COSTS:

- ☐ Deed stamps
- ☐ Owner's title insurance policy
- ☐ Title search
- ☐ Closing attorney/settlement fee
- ☐ Survey Map
- ☐ Satisfaction of mortgage and recording fee
- ☐ Mortgage discount not to exceed_____
- ☐ Appraisal fee
- ☐ SELLER's courier/wire fees
- ☐ Municipal Lien Search
- ☑ Other Buyer to pay all closing costs.

(B) Real estate commission and broker transaction fee pursuant to the listing agreement.

(C) Homeowners' Association estoppel/statement fees, payable upon request by the closing attorney/settlement agent.

(D) All other charges required by the lender(s) in connection with the BUYER's loan(s), which BUYER is prohibited from paying by law or regulation.

(E) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph 8A)** and those specified in paragraphs 8(B), 8(C) and 8(D).

(F) All mortgage payments, homeowners' association fees and assessments, Community Development Fees (CDD fees), and government special assessments due and payable shall be paid current at SELLER's expense at the time of closing.

(G) Public Body (Government) Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by a public body that are certified, confirmed, and ratified before the date of closing not payable in installments; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially completed as of the date of acceptance of this Agreement but that has not resulted in a lien being imposed on the Property before closing. "Public body" does not include homeowners' association or CDD.

If public body special assessments may be paid in installments (mark only one box);

☐ BUYER shall pay installments due after the date of closing; or

☑ SELLER will pay the assessment in full prior to or at the time of closing.

IF NEITHER BOX IS MARKED SELLER SHALL PAY SUCH ASSESSMENTS IN FULL PRIOR TO OR AT THE TIME OF CLOSING. This paragraph 9(G) shall not apply to liens imposed by a Community Development District created by Florida Statutes 190. The special benefits tax assessment imposed by a Community Development District shall be treated as an ad valorem tax.

10. **PRORATIONS:** All taxes, rents, homeowners' association fees, solid waste collection/recycling/disposal fees, stormwater fees, and CDD fees will be prorated through the day before closing based on the most recent information available to the closing attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party upon receipt of the actual bill based on the maximum discount available.

PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY UPON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY 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 INFORMATION.

11. **DEFAULT:**

(A) If BUYER defaults under this Agreement, including failure to pay all binder deposits within the time specified, all binder deposits paid and agreed to be paid (after deduction of unpaid closing costs incurred except inspection fee(s), credit report, and appraisal fees which shall be BUYER's sole responsibility) will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims. BUYER and SELLER will then be relieved of all obligations to each other under this Agreement except for BUYER's responsibility for damages caused during inspections as described in paragraph 3.

(B) If SELLER defaults under this Agreement, all loan and sale processing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and BUYER may either: (i) seek specific performance; or (ii) elect to receive the return of BUYER's binder deposit(s) without thereby waiving any action for damages resulting from SELLER's default.

(C) Binder deposits retained by SELLER as liquidated damages will be distributed pursuant to the terms of the listing agreement and this Agreement.

12. **NON-DEFAULT PAYMENT OF EXPENSES:**

(A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with costs deducted from the binder deposits and the remainder of the binder deposits shall be returned to BUYER. This will include but not be limited to the transaction not closing because BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to terminate under any contingency in this Agreement; however, if Buyer elects to terminate this Agreement pursuant to paragraph 2 and 3, each party will be responsible for all loan and sale processing costs specified to be paid by that party, except all inspections, which BUYER shall pay.

(B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and BUYER will be entitled to the return of the binder deposits. This will include the transaction not closing because SELLER cannot deliver marketable title or is unable to cure association, permitting/regulatory issues, but shall not include failure to appraise or termination pursuant to paragraph 3.

13. **BINDER DISPUTE, WAIVER OF JURY TRIAL, AND ATTORNEY FEES:**

(A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposits, the holder of the binder deposits may file an interpleader action in accordance with applicable law to determine entitlement to the binder deposits, and the interpleader's attorney's fees and costs shall be deducted and paid from the binder deposits and assessed against the non-prevailing party, or the broker holding the binder deposits may request the issuance of an escrow disbursement order from the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby, and shall indemnify and hold harmless the holder of the binder deposits from all costs, attorney's fees, and damages upon disbursement in accordance therewith.

(B) All controversies and claims between BUYER, SELLER, or Broker(s), directly or indirectly, arising out of or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER, and Broker(s), jointly and severally, knowingly, voluntarily, and intentionally waive any and all rights to a trial by jury in any litigation, action, or proceeding involving BUYER, SELLER, or Broker(s), whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney's fees except for the interpleader's attorney's fees and costs which shall be payable as set forth in paragraph 13(A).

14. **PROPERTY DISCLOSURE:** SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property other than those which BUYER can readily observe **except:** None.

SELLER further represents that the Property is not now and will not be prior to date of closing subject to a municipal or county code enforcement proceeding and that no citation has been issued **except:** Clay County Code enforcement Case Number CE-24-061

If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental entity as to uncorrected environmental, regulatory/permitting, or safety code violations, and SELLER has no knowledge of any repairs or improvements made to the Property not then in compliance with governmental regulations/permitting **except:** _____

A. **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of a casualty.

B. **Community Development District: If the Property is in a CDD, a Community Development District Disclosure must be signed by BUYER and SELLER and made a part hereof.**

C. **Airport Notice Zones**: If the Property is in Noise Zones A, B, and/or an Airport Notice Zone, BUYER and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

D. **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood crimes, sexual offenders/predators, and any other matters BUYER deems relevant to the purchase of the Property.

15. **POSSESSION:**

☑ BUYER will be given possession at closing; **or**

☐ BUYER will be given possession within ___ days after the date of closing at no rental cost to SELLER, or as otherwise set forth in paragraph 19.

If neither box is marked, then BUYER will be given possession at closing.

16. **LOSS, DAMAGE, OR EMINENT DOMAIN:** SELLER shall bear the risk of loss to the Property until closing. If any of the Property is materially damaged or altered 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 if an eminent domain proceeding is initiated, SELLER will promptly notify BUYER in writing. Either BUYER or SELLER may cancel this Agreement by written notice to the other within 10 days from BUYER's receipt of SELLER's notification, failing which BUYER will close in accordance with this Agreement and receive all payments made by the governmental authority or insurance company, if any.

17. **PROPERTY INCLUDES**: Included in the Purchase Price are all (if any) fencing, trees, timber, fill dirt, minerals, all as now existing or installed on the Property, and these additional items: _____

_____

_____

18. **ADDENDA/RIDERS/DISCLOSURES**:
If marked the following are attached hereto and made a part of this Agreement and this Agreement will not be deemed accepted unless and until all marked addenda, Riders, and Disclosures have been signed/initialed, as appropriate, by both BUYER and SELLER and delivered to BUYER and SELLER or their respective Broker:

☐ Homeowners' Association/Community Disclosure Addendum
☐ Community Development District Disclosure Addendum
☐ Continued Marketing Addendum
☐ Coastal Construction Control Line Disclosure Addendum
☐ Short Sale Addendum
☐ Counter Offer Addendum (To accept a counteroffer, BUYER, and SELLER must sign both this Agreement and the Counter Offer Addendum)
☐ Other (Specify here) _____

_____

19. **ADDITIONAL TERMS AND CONDITIONS:** Buyer will negotiate for Settlement of the Code Enforcement Lien(s) , including Case Number CE-24-061. The final Sales price shall be reduced by the amount due and payable to Clay County, Florida. A municipal lien search shall also be ordered and obtained upon execution of this agreement. Seller net proceeds to be reduced by property taxes for 2023, 2024 and 2025.

_____

_____

20. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER, and Brokers agree that the terms of this Agreement constitute the entire agreement between them and that they have not received or relied on any representations by Brokers or any material regarding the Property including, but not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements or representations will bind BUYER, SELLER, or Brokers unless incorporated into this Agreement. Modifications of and notices pursuant to this Agreement will not be binding unless in writing, signed, initialed as appropriate, and delivered by the party to be bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be executed and/or transmitted by electronic media. Headings are for reference only and shall not be deemed to control interpretations. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement nor any memorandum hereof will be recorded in any public records. For emphasis, some of the provisions have been bolded and/or capitalized, but every provision in this Agreement is significant and should be reviewed and understood. No provision should be ignored or disregarded because it is not in bold or emphasized in some manner.

In the performance of the terms and conditions of this Agreement, each party will deal fairly and in good faith with the other. Written notice to or from the Broker for a party shall be deemed notice to or from that party and may be transmitted by electronic media.

21. **TIME IS OF THE ESSENCE IN THIS AGREEMENT:** As used in this Agreement, "days" means calendar days. Any dates herein, other than the time of acceptance, which end on a Saturday, Sunday, or federal holiday shall extend to the next date which is not a Saturday, Sunday, or federal holiday. All references to a date other than the date of acceptance shall end at 9:00 p.m. Eastern Time.

22. **NO OTHER AGREEMENTS AND BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any other agreements with real estate brokers other than those named below with regard to the Property. All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service, addressed as follows:

If to BUYER, to the BUYER's Broker or to BUYER at the address hereinafter set forth, with a copy to Selling Broker, at the address hereinafter set forth.

If to SELLER, to the SELLER's Broker or to SELLER at the address hereinafter set forth, with a copy to Listing Broker, at the address hereinafter set forth.

or to any other address or addresses as any party may designate from time to time by written notice given in accordance with this paragraph. Any such notice will be considered delivered: (1) on the date on which the return receipt is signed, delivery is refused, or the notice is designated by the postal authority as not deliverable, as the case may be if mailed; (2) on the date delivered by personal delivery; (3) on the date delivered by a recognized national overnight courier service. BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new owner of the Property. "Broker", as used in this Agreement, is deemed to include all of the Broker's licensees licensed to sell real property in the State of Florida.

23. **ASSIGNMENT:** Mark the appropriate assignment provision. If left blank, this Agreement is NOT assignable by BUYER.

☑ BUYER may not assign this Agreement without SELLER's written consent which may be withheld in SELLER's sole and absolute discretion, provided, however, BUYER may assign without SELLER's consent to an entity in which BUYER directly owns a majority or controlling interest or as follows: _____

_____.

☐ BUYER may assign this Agreement without SELLER's consent.

24. **PROFESSIONAL ADVICE; NO BROKER LIABILITY:** Broker advises BUYER and SELLER to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, etc.) and for tax, property condition, environmental and other specialized advice. BUYER agrees to rely solely on SELLER's representations herein (if any), professional inspectors, and governmental agencies for verification of the Property condition and facts that materially affect the Property value, and BUYER expressly releases the Broker(s) from liability for each of the foregoing.

25. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest-bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any interest earned as the cost associated with maintenance of said escrow account.

26. **SOCIAL SECURITY OR TAX I.D. NUMBER**: BUYER and SELLER agree to provide their respective Social Security or Tax I.D. number to closing attorney/ settlement agent upon request.

27. **1031 EXCHANGE:** BUYER or SELLER may elect to effect, a tax-deferred exchange under Internal Revenue Service Code Section 1031 (which shall not delay the closing), in which event BUYER and SELLER agree to sign documents required to effect, the exchange, provided the non-exchanging party shall not incur any costs, fees, or liability, as a result of or in connection with the exchange.

28. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain mortgage payoff letters (including from foreclosure attorneys) and Homeowner's Association estoppel letters on behalf of SELLER.

29. **FIRPTA TAX WITHHOLDING:** If the SELLER is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require the SELLER to provide additional funds at closing. **SELLER agrees to disclose to closing attorney/settlement agent at least 10 days before closing if any SELLER is not a U. S. citizen or resident alien.**

30. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING ELECTRONICALLY OR BY FAX) ON OR BEFORE 12 :01 ☐ A.M. ☐ P.M. 09/26/2025 (DATE), THIS OFFER WILL BE DEEMED WITHDRAWN. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE _____ HOURS (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS DELIVERED.

31. **DATE OF ACCEPTANCE**: The date of acceptance of this Agreement shall be the date on which this Agreement, inclusive of all marked Addenda, Riders, and Disclosures, is last executed by BUYER and SELLER and a fully executed copy has been delivered to BUYER and SELLER or their respective Broker.

WIRE FRAUD ALERT. Every day criminals are trying to steal your money by hacking email accounts of real estate agents, title companies, settlement attorneys, lenders, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. These emails are convincing and sophisticated, and they look like the email came from your real estate agent, title company, settlement attorney or lender. BUYER and SELLER are advised not to wire any funds without personally speaking with the intended recipient of the wire at a verified phone number that you obtained independently to confirm the routing number and the account number. BUYER and SELLER should not send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient. BUYER and SELLER agree to indemnify and hold harmless all brokers from all losses, liabilities, charges, and costs they may incur due to any and all wire transfers or wire instructions relating to the transfer or issuance of funds.

After you receive a Federal Reference Number from your sending financial institution, you may want to verify as soon as possible with the intended recipient of the wire that they received your money. If you cannot verify that the wire was received by the intended recipient, immediately contact your lending financial institution.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic.

It is a crime to buy or knowingly sell property in violation of the Act. At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.

[signature]	09/25/25	[signature]	9/25/25
BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
Marital Status		Marital Status	
BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
Marital Status		Marital Status	
BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
Marital Status		Marital Status	
BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
Marital Status		Marital Status	

☐ **Mark if any SELLER is not a U. S. Citizen or resident alien.**

Broker, by signature below, acknowledges receipt of $ 1,000.00 ☐ cash ☒ check as the binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the terms of this Agreement.

Glenn A. Taylor, PA	[signature]	President
Company	By	Title

END OF PURCHASE AND SALE AGREEMENT

Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraphs 13 and 20 above. This Agreement shall not be used to modify any multiple listing service or other offer of compensation made by a Listing Broker.

N/A	N/A
Firm Name of Selling Broker	Firm Name of Listing Broker
Broker's State License ID (BK Real Estate Number)	Broker's State License ID (BK Real Estate Number)
Phone for Selling Broker	Phone for Listing Broker
Selling Broker Office Address	Listing Broker Office Address
Selling Broker City, State, Zip Code	Listing Broker City, State, Zip Code
By: Authorized Licensee Signature	By: Authorized Licensee Signature
Printed Name of Licensee	Printed Name of Licensee
Email Address	Email Address
Phone for Selling Licensee	Phone for Listing Licensee
Licensee's State License ID (BK or SL Real Estate Number)	Licensee's State License ID (BK or SL Real Estate Number)

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.

VG Initials

Explain why you believe a lien reduction is appropriate:

The property on 5207 Sweat Rd will be tremendously enhanced if the Lien is reduced & also if the other liens on the property from code enforment violations stemming from 1642 Warfeild Ave & 1089 Culpepper Rd are removed & allowing me to purchase 5207 Sweat Rd with a clear title. I ~~am~~ plan on Building a custom Single family home for me & my family to live there as our personal house. I think this will be a major improvement for the property & for everyone else that lives on Sweat Rd.

Has the applicant applied for lien reduction for this property before? Yes (No)
If yes, when? (month/year) _____

Has the applicant applied for lien reduction for another property before? Yes (No)
If yes, what property and when? (month/year)

_____

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: $ 500

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.

AGREEMENT #2025/2026 – _____

LIEN REDUCTION AGREEMENT

This Agreement is entered into this 28th day of October, 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 Vilson Gjuraj, with an address of 4390 Spurline Dr. South, Jacksonville, Florida 32257.

RECITALS

WHEREAS, Vilson Gjuraj has entered into a purchase and sale agreement for the purchase of property located at 5207 Sweat Rd, Green Cove Springs, Florida, 32043 (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-24-061 OR Book 4845 Page 1182 (the "Lien"); and

WHEREAS, the Lien resulted from the following violations:

CE Case No. CE-24-061:

1	Non-permitted accessory structures and mobile homes	Section 105, Florida Building Code and Section 3-13 Land Development Code

WHEREAS, the Property is currently owned by Derek Mayo who owns other real property in Clay County, including:

a) 1089 Culpepper Rd, Green Cove Springs, Florida 32043;
b) 6046 South US Highway 17, Green Cove Springs, Florida 32043;
c) 1384 Lost Acre Rd, Green Cove Springs, Florida 32043;
d) 880 Lovers Ln, Green Cove Springs, Florida 32043;
e) 873 Lovers Ln, Green Cove Springs, Florida 32043;
f) 1642 Warfield Ave, Green Cove Springs, Florida 32043; and

WHEREAS, two of these other properties owned by Derek Mayo are also subject to Clay County Code Enforcement Liens ("Additional Liens"), created under Section 2-108 of the Clay County Code of Ordinances:

CE Case No. CE-19-050 (1089 Culpepper Rd, Green Cove Springs, Florida 32043);
CE Case No. CE-25-025 (1642 Warfield Ave, Green Cove Springs, Florida 32043); and

WHEREAS, these Additional Liens resulted from the following violations:

CE Case No. CE-19-050:

1	Accumulation of waste/junk	Section 307.4, Standard Housing Code; Sections V and VI, Solid Waste
2	Abandoned Vehicles	Section 14-17, 14-19, and 14-22, Clay County Code

CE Case No. CE-25-025:

1	Accumulation of waste/junk; overgrown yard	Sections 302.1, 302.4, and 308.1, International Property Maintenance Code; Sections V and VI, Solid Waste
2	Non-permitted accessory structures	Section 105, Florida Building Code; Section 3-13, Land Development Code

WHEREAS, pursuant to Florida Statutes and as specifically stated in the Additional Liens, the Lien and Additional Liens constitute a lien against the land on which the violation exists and upon any other property owned by the respondent; and

WHEREAS, due to the violations remaining non-compliant, the daily fines assessed by the Lien and Additional Liens accrued as follows:

CE Case No.	Date of imposition	Fine amount	Lien Total (as of Oct. 28, 2025)	Cost of Prosecution	Staff costs	Total Lien Amount (as of Oct. 28, 2025)
19-050	12/3/2019	$50/day*	$107,800	$100	$1,840	**$109,740**
24-061	8/16/2024	$25/day*	$10,950	$100	$1,620	**$12,670**
25-025	4/3/2025	$75/day*	$15,600	$100	$2,140	**$17,840**
					TOTAL	**$140,250**

*Fine continues to roll

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. In order to bring the Property into compliance, Gjuraj shall have the following corrective actions completed within forty-five (45) days of execution of this Agreement:

   Non-permitted accessory structure and mobile homes: All mobile homes and accessory structures must be removed from the Property or, if they are to remain a part of the Property, all structures must be permitted through the Building Department and meet all Building and Land Development Codes and Regulations including setbacks.

2. Upon completion of the corrective actions, Gjuraj shall notify Clay County's Code Enforcement Department so that an inspection of the Property may be arranged.

3. Upon inspection of the Property by a Clay County Code Enforcement Officer determining compliance, the Lien on the Property shall be reduced to a total of $_____.

4. Gjruaj shall have ten (10) days to remit payment in full to the Clay County Code Enforcement Division upon the Property becoming compliant. Once the payment funds have cleared, a Satisfaction of the Lien as to the Property (5207 Sweat Rd) and a release of the Additional Liens solely as to the Property, will be prepared and then provided to Gjuraj for recording in the Clay County Public Records.

5. If the corrective actions are not maintained or if payment in full is not timely received, the Lien and Additional Liens will remain in place as recorded.

6. This Agreement between the Parties may not be assigned and is non-transferrable.

7. Nothing contained herein this Agreement shall have any effect on the Additional Liens on the other properties owned by Derek Mayo and stated in the Recitals section of this Agreement.

8. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

9. 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.

[Reminder of page intentionally left blank; Signature Page follows]

Clay County, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Vilson Gjruaj

By: _____
Betsy Condon, Its Chairman

ATTEST:

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

F:\Contract\code enforcement lien assignment\5207 Sweat Road Lien Reduction - October 2025\Lien Reduction Agreement_20251022_final.docx

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE:

FROM:

SUBJECT: Discussion and update on Public Safety Fire Training Facility, regarding a new site for the building due to challenges with the previous identified site located at Camp Blanding.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Consideration of utilizing property at the Outdoor Adventure Park.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Fire Training Facility Location presentaiton	Presentation	10/24/2025	Fire_Training_Facility_Location_PP.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	10/21/2025 - 4:51 PM	Item Pushed to Agenda

Fire Training Facility

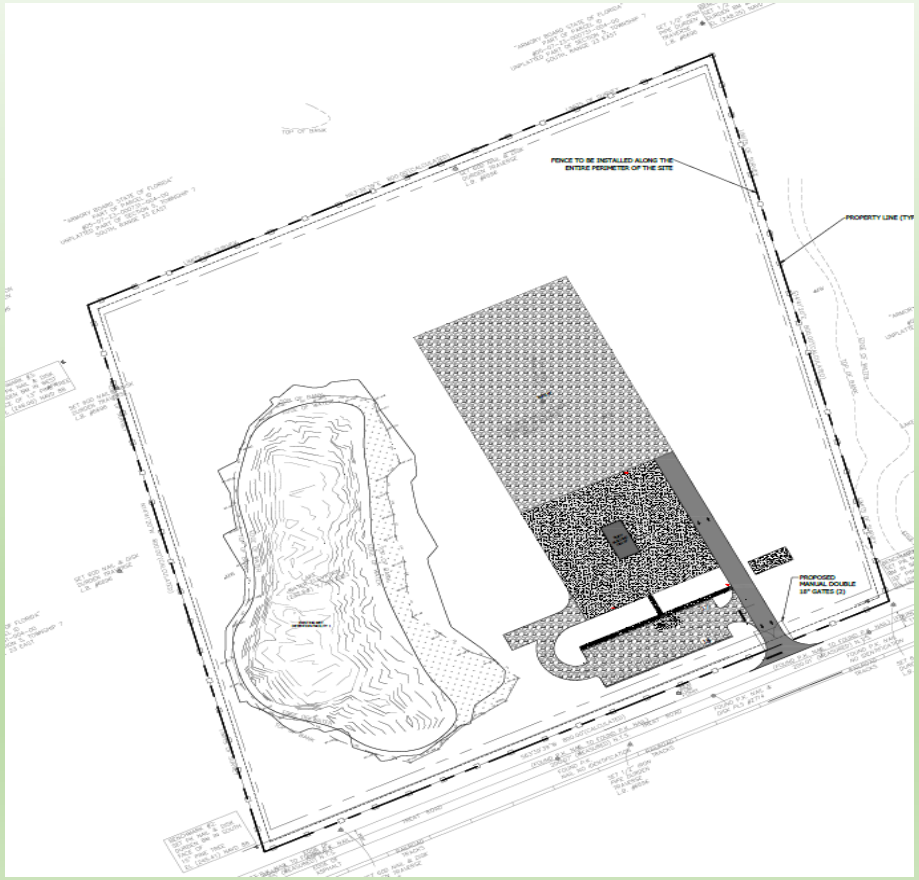
(Burn Building)

Camp Blanding

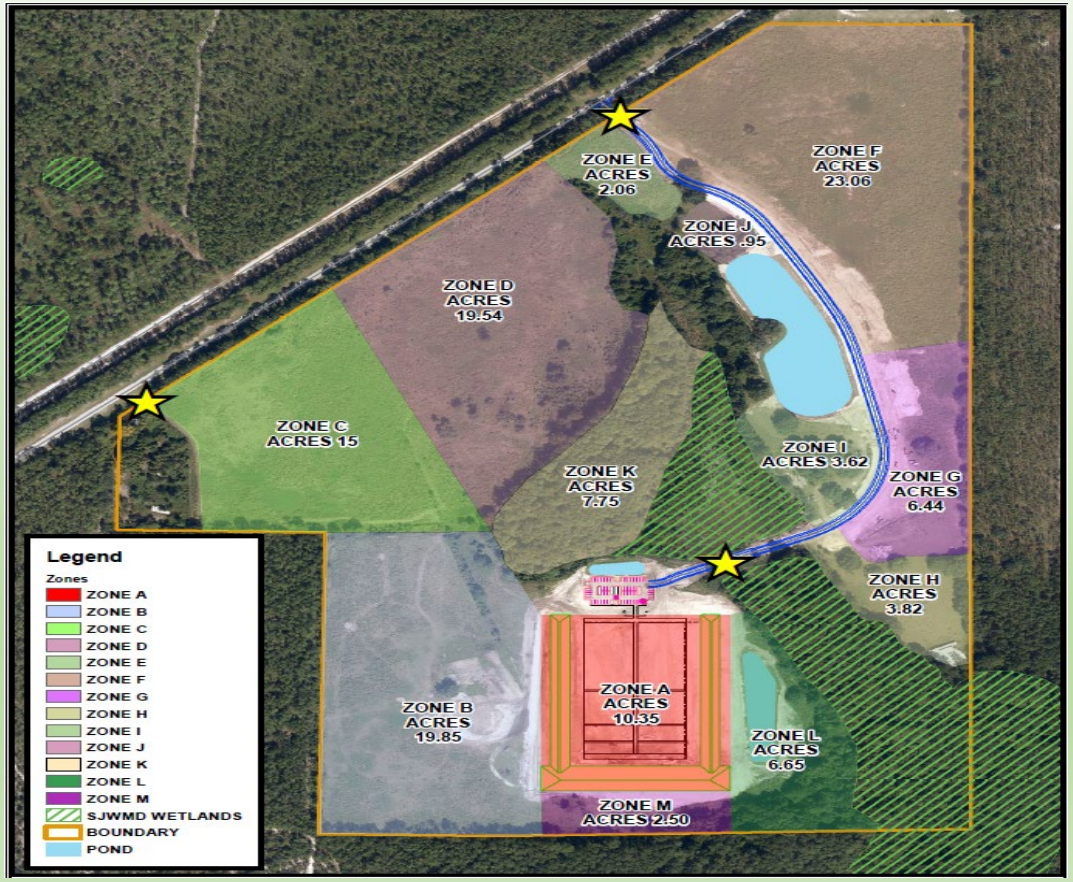
Vs.

Outdoor Adventure Park

Camp Blanding



Outdoor Adventure Park



Option 1

Camp Blanding Location GMP

GMP

- General Requirements - $622,236.00
- Concrete - $ 517,352.00
- Special construction - $457,930.00
- Electrical - $753,494.00
- Earthwork - $1,707,290.00
- Exterior Improvements - $118,742.00
- Soft Costs - $719,925.00

- Total - $4,896,969.00

PROS	CONS
Design is 100%	County does not own land
GMP provided but not awarded	Must ask permission from Base to use our facility
Permitted through SJRWMD	More expensive by $671k
	No restroom facility on site
	MOA only good for 20 years

Option 2

Outdoor Adventure Park Location ROM

ROM

- General Requirements - $574,236.00
- Concrete - $ 517,352.00
- Special Construction - $457,930.00
- Electrical - $449,494.00
- Earthwork - $1,437,290.00
- Exterior Improvements - $70,742.00
- Soft Costs - $633,925.00
- Design Fees - $85,000.00

- Total - $4,225,969.00

PROS	CONS
Save approx. $671,000.00	Schedule – The civil plans need to be redesigned
County owns the land	Price uncertainty – Have only received ROM, not GMP
More secure	Up to 5 months for SJRWMD Permit
Can use Public Safety Bond funds	
Option for future expansion	
Future staging site for emergency management	

Recommendation

- Option 2 – Place Fire Training Facility at the Outdoor Adventure Park location

Details

- Estimated savings are $671,000.00
- Facility would be on County property
- We are able to use Public Safety Bond funds
- Will require to amend design contract approx. $85,000.00
- Camp Blanding would be able to use County facility



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE: 8/8/2025

FROM: Jenni Bryla, AICP, Zoning Chief

SUBJECT: This application is an Administrative Rezoning request to rezone six properties from Agricultural (AG) to Agricultural Residential (AR).

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
The requested change is a County initiated zoning district amendment to allow for the customary use of the parcels along the west end of Carter Spencer Road. The properties currently have a Future Land Use designation of Rural Residential but are in the Agricultural zoning district.

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

Hearing Type: Second Public Hearing

Initiated By:Staff

This item requires two hearing by the Board of County Commissioners. This is the final hearing.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Staff Report ZON 25-0026	Backup Material	10/1/2025	PC_Staff_Report_-_DRAFT_jb.ADA_aw.pdf
	30 day notice	Backup Material	10/1/2025	30_notice_with_ordinance.ADA_aw.pdf
	Ordinance	Ordinance	10/22/2025	Ordinance_zon_25-0026_with_legals_jb_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Rejected	10/14/2025 - 4:52 PM	ordinance needs attention
Economic and Development Services	Carson, Beth	Approved	10/14/2025 - 5:11 PM	Resubmitted
Economic and Development Services	Carson, Beth	Rejected	10/14/2025 - 5:24 PM	AnswerNotes
Economic and Development Services	Bryla, Jenni	Approved	10/15/2025 - 8:10 AM	Resubmitted
Economic and Development Services	Carson, Beth	Approved	10/15/2025 - 8:20 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	10/17/2025 - 2:26 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	10/17/2025 - 11:23 PM	AnswerNotes

Staff Report and Recommendations for ZON 25-0026

Copies of the application are available at the Clay County Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Owner / Applicant Information:

Applicant: Clay County
Phone: 904-529-3830
Email: Jenni.Bryla@claycountygov.com

Property Information

Parcel ID: 14-05-23-000561-001-76, 14-05-23-000561-012-00, 14-05-23-000561-005-00, 14-05-23-000561-009-00, 14-05-23-000561-007-00, 14-05-23-000561-008-00

Parcel Address: Carter Spencer Road

Current Zoning: Agricultural (AG)

Current Land Use: Rural Residential (RR)

Proposed Zoning: Agricultural Residential (AR)

Total Acres: 8.25 +/- acres over seven parcels

Acres affected by Zoning change: 8.25 +/- acres

Commission District: 4, Comm. Condon

Planning District: Middleberg/Clay Hill

Introduction:

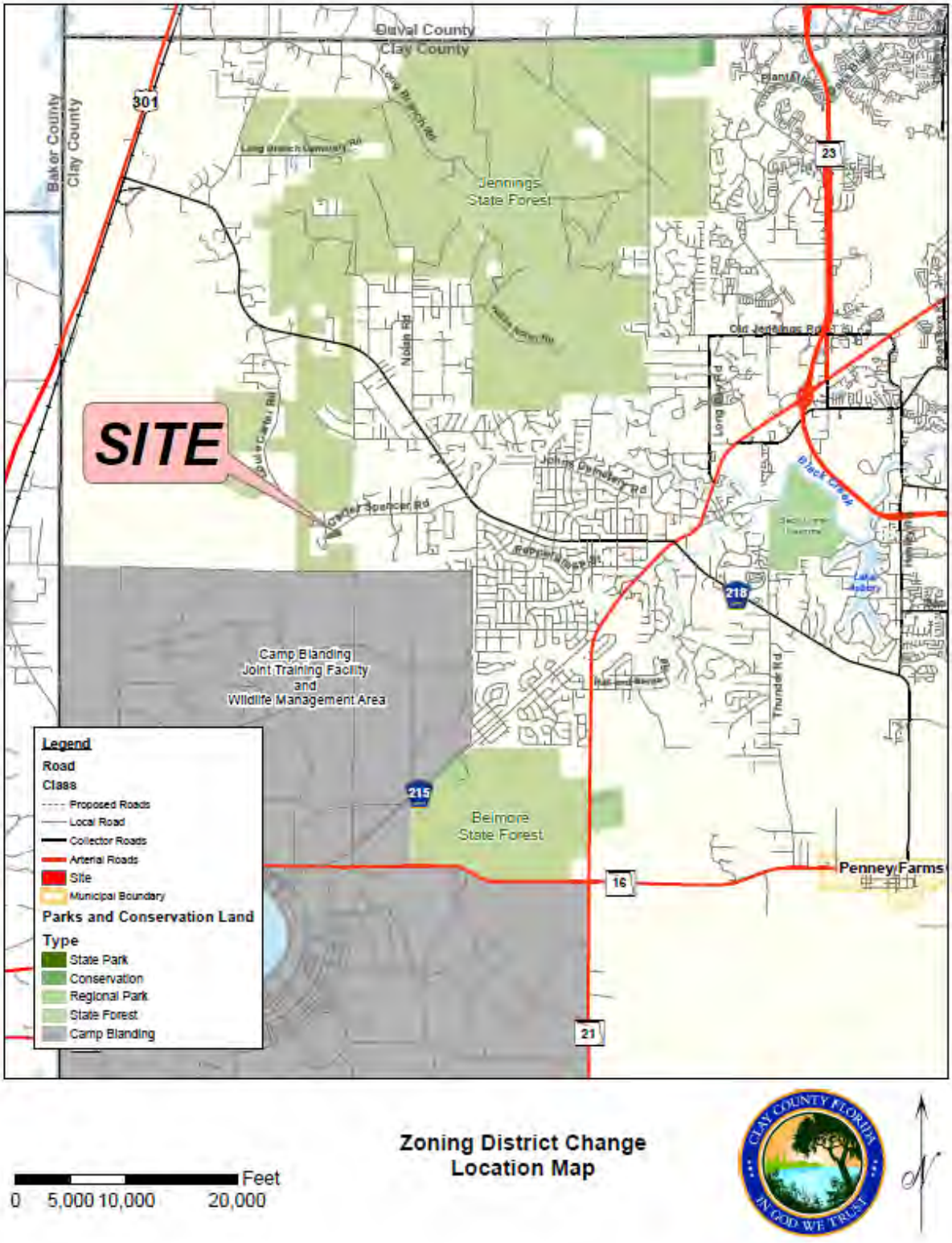
The requested change is a County initiated zoning district amendment to allow for the customary use of the parcels along the west end of Carter Spencer Road. The properties currently have a Future Land Use designation of Rural Residential but are in the Agricultural zoning district. This combination of Land Use and Zoning requires the density of one (1) home per twenty (20) acres. When the zoning district is changed to Agricultural/Residential the minimum lot size will be one (1) acre. There are six parcels in all, that are being administratively re-zoned to the Agricultural/Residential Zoning district, for a total of 8.25 acres. This is to allow for the properties that are vacant, the ability to build a home. Otherwise, the lots would be deemed un-buildable.

The properties south of Carter Spencer Road and to the north-east of the subject parcels were previously administratively rezoned to Agricultural/Residential in 2019 via ZON 2019-0020. For some reason the parcels that are adjacent to Carter Spencer Rd. to the southwest were not included in that application. The parcels to the north of Carter Spencer were part of an unrecorded subdivision, so they would be considered lots of record and be permitted to build in their current configuration.

Previous rezoning along the Road.



Figure 1 – Location Map



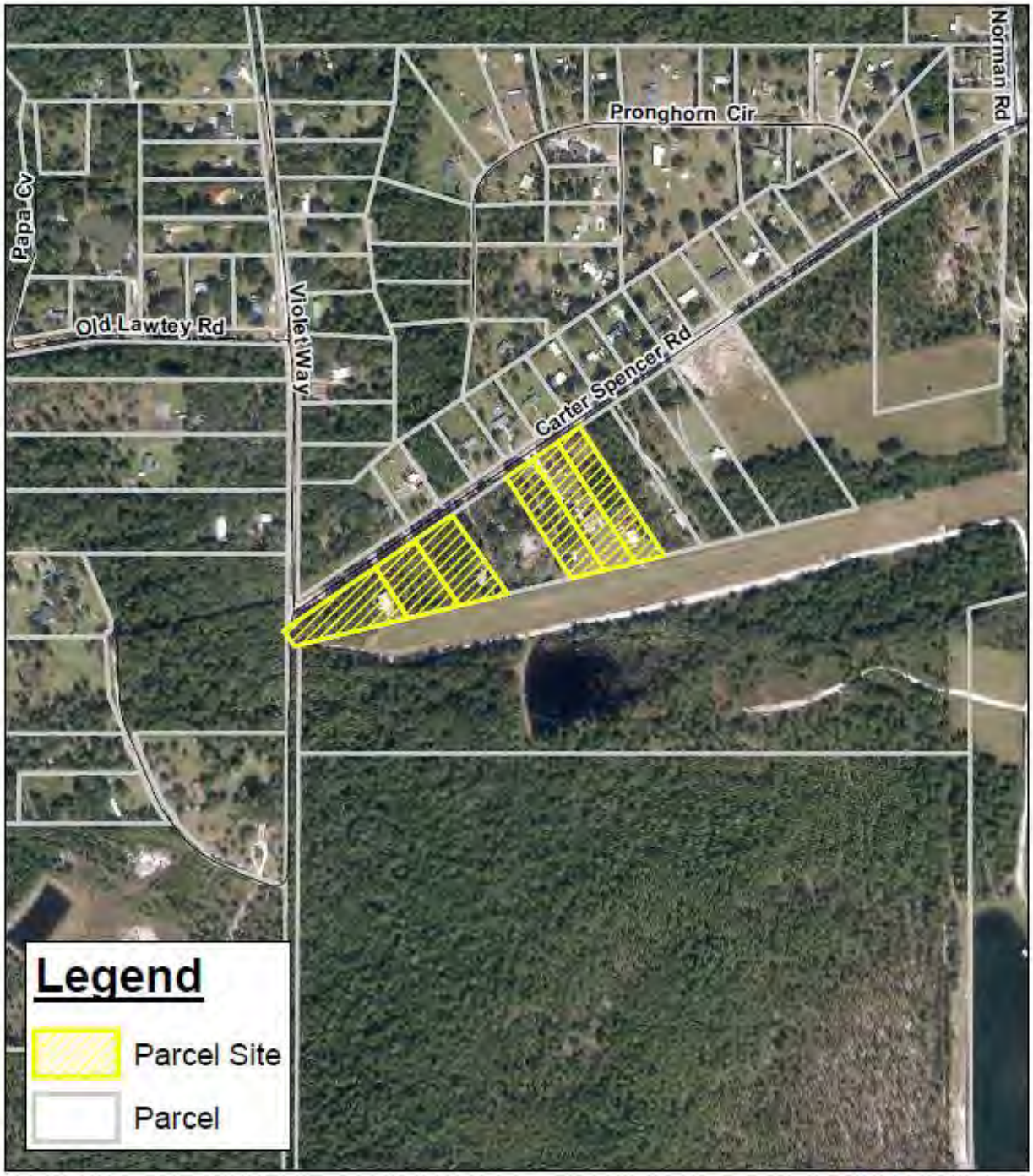


Parcel Map
Zoning District Change

Feet
0 125 250 500

57

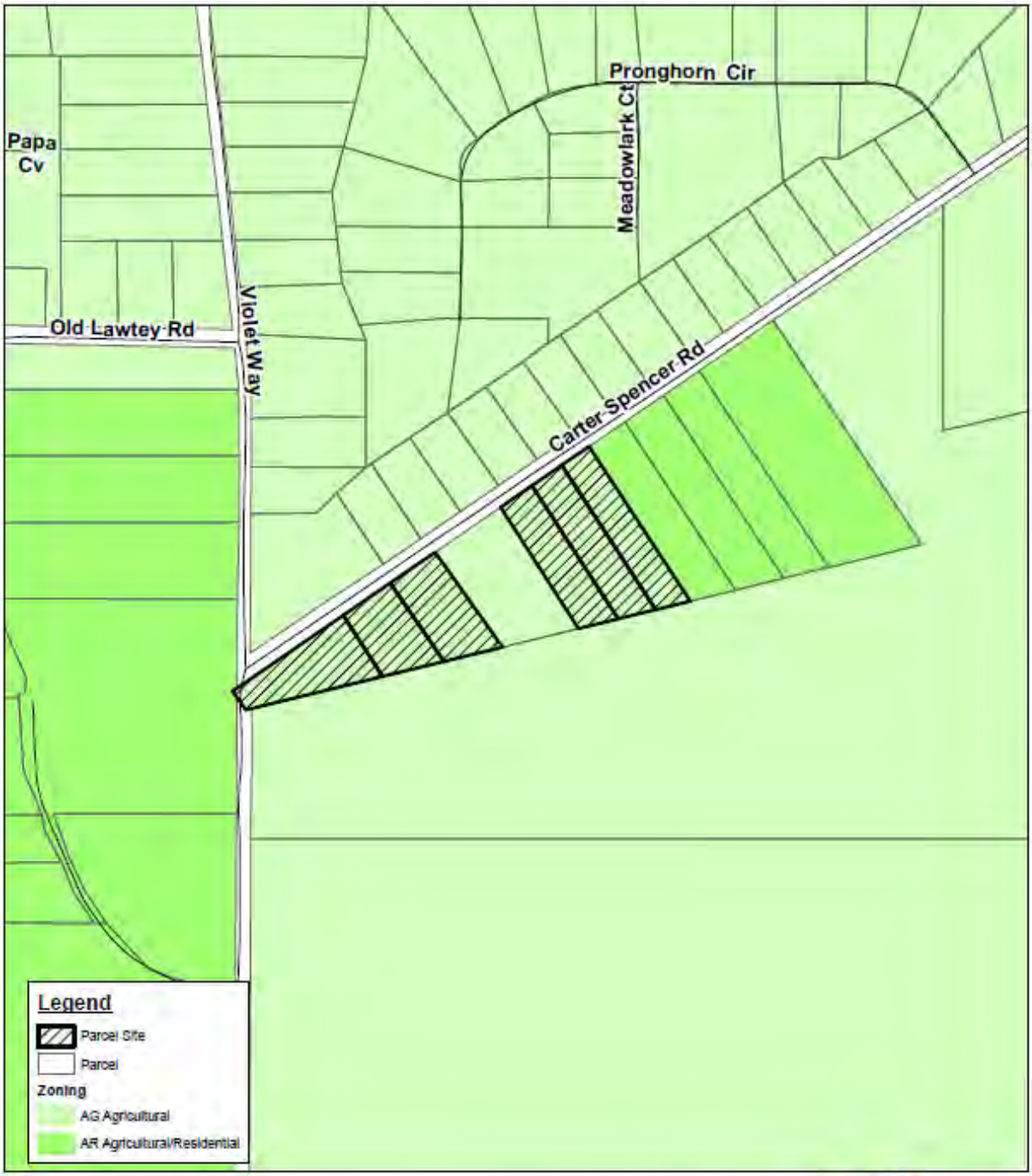
Figure 3 - Aerial Photo



58

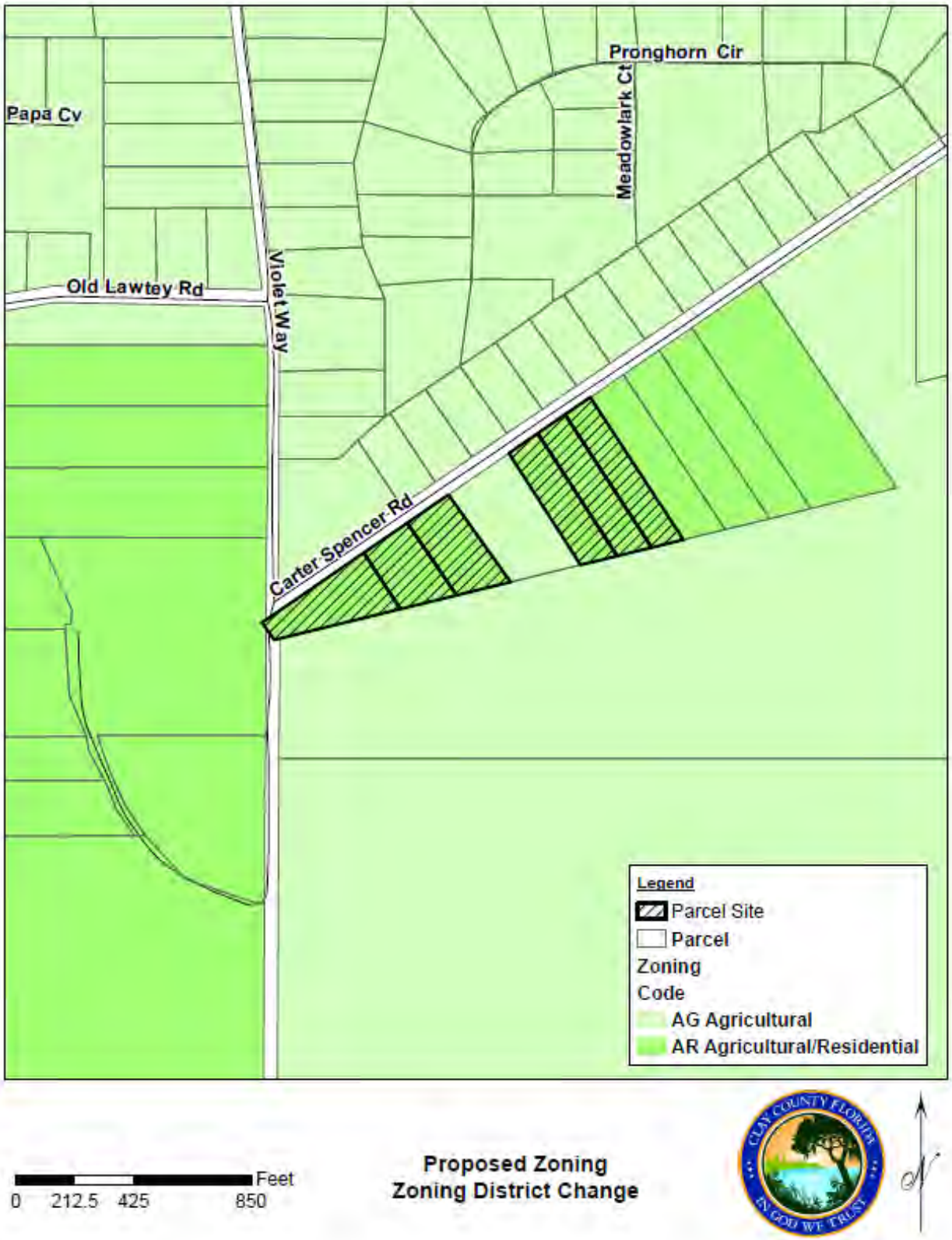
59

Figure 4 – Existing Zoning Map



60

Figure 5 –Proposed Zoning Map



Analysis of Surrounding Uses

The proposed rezoning would change a total of 8.25 acres along Carter Spencer Road within a total of six parcels from Agricultural (AG) to Agricultural/Residential (AR). Of the original seven parcels in this Staff initiated application, one of the parcels, 000561-003-00 has exercised their right to opt out of the rezoning. This requested change would be in keeping with the character of the surrounding districts as shown in the table below:

	Future Land Use	Zoning District
North	Rural Residential (RR)	Agriculture (AG)
South	Agricultural (AG)	Agriculture (AG)
East	Rural Residential (RR)	Agricultural/Residential (AR)
West	Rural Residential (RR)	Agricultural/Residential (AR)

Relevant Clay County 2045 Comprehensive Plan Policies

The following Goals/Objective/Policies relate to the proposed Zoning District Amendment:

FLU OBJ 1.6 Clay County shall permit land use strategies to encourage preservation/conservation of natural resources, to protect healthy agricultural lands, to manage sustainable urban growth, and to assure protection of continuous growth in land values.

FLU POL ICY 1 . 6 . 1 Clay County shall encourage Urban Infill and/or Redevelopment.

FLU POL ICY 1 . 6 . 2 Infill sites with plans of appropriate density and amenities are encouraged to be developed.

Analysis of Proposed Rezoning Amendment

In reviewing the proposed application for Rezoning, the following criteria may be considered along with such other matters as may be appropriate to the particular application:

(a) Whether the proposed change will create an isolated district unrelated to or incompatible with adjacent and nearby districts;

Staff Finding: This application is a rezoning that changes the district of six lots. The properties to the northeast are all in the same zoning district, thus the request would not create an isolated district.

(b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the real property proposed for change;

Staff Finding: The district boundaries should have been changed when the future land use was changed from Agriculture to Rural Residential.

(c) Whether the conditions which existed at the time the real property was originally zoned have changed or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed Rezoning;

Staff Finding: The district boundaries should have been changed when the Future Land Use was changed to allow for the pattern of the area to develop.

(d) Whether the affected real property cannot be used in accordance with existing zoning;

Staff Finding: For homes that are already constructed, this change will not alter anything that they currently enjoy. It will allow existing homeowners the ability to add on to their properties, which currently they would not be able to do, as the lots are non-conforming. All vacant lots are considered unbuildable because the Land Use and Zoning would require 20 acres in order to build.

(e) Whether the proposed Rezoning application is compatible with and furthers the County's stated objectives and policies of the Plan;

Staff Finding: The proposed rezoning is compatible with the Future Land Use that is currently present on the land.

(f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a legitimate public purpose;

Staff Finding: There is no public purpose served by keeping the zoning district boundaries in their current locations on the subject parcels.

(g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is inconsistent with surrounding land use;

Staff Finding: The proposed rezoning will not be inconsistent with the surround land use nor the development patterns that surround the parcels.

(h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density within the district already permitting such intensity or density.

Staff Finding: These parcels were created at various times, from 1983 on. Zoning and Land Use were established in 1992 This change will allow the remaining vacant lots to be developed with a single-family homes.

Recommendation

The application was heard by the Middleburg/Clay Hill Citizens Advisory Committee on September 15th and provided a recommendation of approval 9-0.

Based on the criteria in the Report, Staff recommends approval of the requested rezoning.

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 Sgomolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Dr. Kristen Burke
District 5

www.claycountygov.com

September 5, 2025

Re: Proposed Rezoning of your property

Dear Property Owner:

The purpose of this letter is to provide notice to the seven property owners on Carter Spencer Road from 5635 Carter Spencer Road to 5589 Carter Spencer Road regarding a County initiated application to amend the Clay County Zoning Atlas. Enclosed is the Notice To Property Owners of a Proposed Rezoning. This rezoning would change the current Agriculture (AG) zoning of the seven properties to Agriculture / Residential (AR). The parcels subject to this rezoning are identified on the Notice included with this letter.

This application is due to several of the property owners who do not currently have homes on their property, inquiring about building. Due to the existing AG zoning designation, the properties are considered unbuildable as the AG zoning requires a minimum of twenty (20) acres to build. Changing the zoning to AR would only require one (1) acre to be able to build a single-family home. If you are a property owner who has a home currently on your property, without this zoning change, your property is considered non-conforming, and you are not able to expand the footprint of your home or add additional structures on the property.

This rezoning change is to bring the seven properties into compliance with the County's Land Development Code. I have included the Sections from the Land Development Code that explain the differences between the AG zoning and that of AR.

This application is scheduled to be heard at a public hearing by the Clay County Planning Commission on October 7th, 2025, at 5:00 pm, and by the Board of County Commissioners at two public hearings on October 14th and 28th both beginning at 5:00 pm. All hearings will be held in the BCC meeting room, on the fourth floor of the County Administration Building, which is located at 477 Houston Street, Green Cove Springs. Interested parties may appear at the meetings and be heard with respect to the application.

If you, as the property owner, wish to opt out of this rezoning application, you may. Please provide your written request to the attention of Jenni Bryla, Clay County Economic Development Department, Post Office Box 1366, Green Cove Springs, Florida 32043, or by email at Jenni.Bryla@claycountygov.com Should you have any questions about this process, please let me know. I can be reached at 904-529-3830.

Sincerely,

Jenni Bryla, AICP, CFM
Zoning Chief

NOTICE TO PROPERTY OWNERS OF A

PROPOSED REZONING

September 5, 2025

The Clay County Planning Commission and the Board of County Commissioners propose to consider ZON 25-0026 for the following item:

Application: An Ordinance to administratively rezone seven lots from Agriculture (AG) zoning district to Agricultural / Residential zoning district.

Requested Action: A Zoning Atlas change of the Zoning designation for seven lots adjacent to Carter Spencer Road that are less than the 20 acre minimum required for the zoning district

Subject Property: The properties are located on the south side of Carter Spencer Road and east of Violet Way. A map of the parcels is located on the back of this notice.

Parcel(s): 14-05-23-000561-001-76, 14-05-23-000561-012-00, 14-05-23-000561-005-00, 14-05- 23-000561-003-00, 14-05-23-000561-009-00, 14-05-23-000561-007-00, 14-05-23-000561-008-00

The Title for this item is as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF SEVEN PARCELS OF LAND (TAX PARCEL IDENTIFICATION #s 14-05-23-000561-001-76, 14-05-23-000561-012-00, 14-05-23-000561-005-00, 14-05-23-000561-003-00, 14-05-23-000561-009-00, 14-05-23-000561-007-00, 14-05-23-000561-008-00) TOTALING APPROXIMATELY 10.84 ACRES, FROM THEIR PRESENT ZONING CLASSIFICATION OF AGRICULTURAL DISTRICT (AG) TO AGRICULTURAL/RESIDENTIAL DISTRICT (AR); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

This item will be heard at the following public hearings. Interested persons may appear at the public hearing and be heard with respect to the proposed application.

<u>Planning Commission</u>:

Tuesday, October 7, 2025, at 5:00 p.m., or as soon thereafter as can be heard

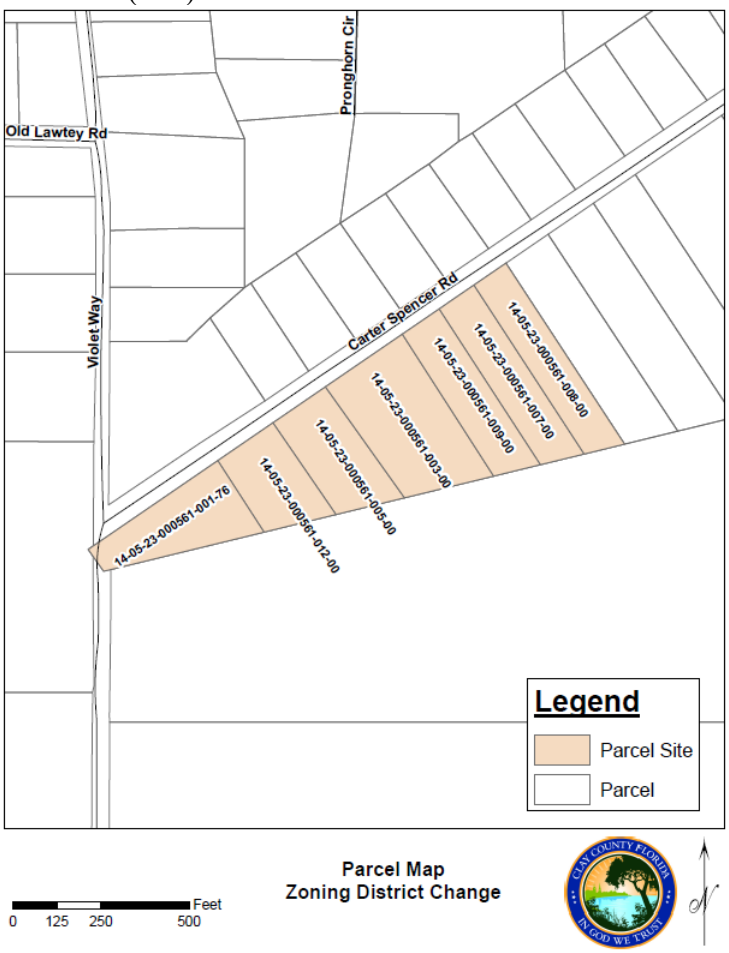
<u>Board of County Commissioners</u>:

First Hearing Tuesday, October 14, 2025, at 5:00 p.m., or as soon thereafter as can be heard

Second Hearing Tuesday, October 28, 2025, at 5:00 p.m., or as soon thereafter as can be heard

These hearings will be held in the BCC Meeting Room, 4th floor, Clay County Administration Building, 477 Houston St, Green Cove Springs, Florida.

If you choose to opt out of this administrative zoning change, please call the Clay County Planning and Zoning Department, Third Floor of said Administration Building, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays. If you have any questions or need additional information regarding this application, please contact the Clay County Planning and Zoning Division at (904) 529-3830.



.

Lots included in the rezoning

ORDINANCE 2025-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF SEVEN PARCELS OF LAND: PARCEL ONE (TAX PARCEL IDENTIFICATION # 14-05-23-000561-001-76) TOTALING APPROXIMATELY 1.18, ACRES, PARCEL TWO (TAX PARCEL IDENTIFICATION #14-05-23-000561-012-00) TOTALING APPROXIMATELY 1.241 ACRES, PARCEL THREE (TAX PARCEL IDENTIFICATION #14-05-23-000561-005-00) TOTALING APPROXIMATELY 1.4 ACRES, PARCEL FOUR (TAX PARCEL IDENTIFICATION #14-05-23-000561-009-00) TOTALING APPROXIMATELY 1.47 ACRES, PARCEL FIVE (TAX PARCEL IDENTIFICATION #14-05-23-000561-007-00) TOTALING APPROXIMATELY 1.52 ACRES, PARCEL SIX (TAX PARCEL IDENTIFICATION #14-05-23-000561-008-00) TOTALING APPROXIMATELY 1.51 ACRES, FROM AGRICULTURE (AG) TO AGRICULTURAL/RESIDENTIAL (AR); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Ordinance 2025-00XX, seeks to rezone certain real property(tax parcel identification #s 14-05-23-000561-001-76, 14-05-23-000561-012-00, 14-05-23-000561-005-00, 14-05-23-000561-009-00, 14-05-23-000561-007-00, 14-05-23-000561-008-00, (the Property), described in Exhibit "A-1", and depicted in Exhibit "A-2".

Section 2. The Board of County Commissioners approves the rezoning request. The zoning classifications of the Property are hereby changed from Agriculture District (AG) to Agriculture/Residential District (AR).

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective as provided by law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of October 28, 2025.

BOARD OF COUNTY COMMISSIONERS

OF CLAY COUNTY, FLORIDA

By:_____

Betsy Condon, Its Chairman

ATTEST:

By: _____

Tara S. Green,

Clay County Clerk of Court and Comptroller

Ex Officio Clerk to the Board

Legal Descriptions parcel 14-05-23-000561-001-76

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN SOUTH 00 DEGREES 15 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT OF WAY LINE OF A 60-FOOT COUNTY GRADED ROAD KNOWN AS CARTER-SPENCER ROAD; THENCE RUN SOUTH 56 DEGREES 22 MINUTES 38 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE 62.73 FEET TO AN IRON PIPE; THENCE RUN SOUTH 55 DEGREES 31 MINUTES 19 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE 2690.48 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55 DEGREES 31 MINUTES 19 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 445.29 FEET TO AN IRON PIPE; THENCE RUN SOUTH 35 DEGREES 03 MINUTES 20 SECONDS EAST, 75.91 FEET TO AN IRON PIPE; THENCE RUN NORTH 76 DEGREES 15 MINUTES 29 SECONDS EAST, 468.14 FEET TO AN IRON PIPE; THENCE RUN NORTH 32 DEGREES 53 MINUTES 18 SECONDS WEST 241.74 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-012-00

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST, CLAY COUNTY, FLORIDA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN SOUTH 00 DEGREES 15 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY LINE OF CARTER-SPENCER ROAD (A 60 FOOT COUNTY RIGHT-OF-WAY); THENCE RUN SOUTH 56 DEGREES 22 MINUTES 38 SECONDS WEST ALONG SAID RIGHTOF-WAY LINE 62.73 FEET TO AN IRON PIPE: THENCE RUN SOUTH 55 DEGREES 31 MINUTES 19 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 2500.46 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1216 ON PAGE 157 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55 DEGREES 31 MINUTES 19 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 190.02 FEET TO AN IRON PIPE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1567 ON PAGE 2135 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 32 DEGREES 53 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF THE AFORESAID LANDS 241.74 FEET TO AN IRON PIPE; THENCE RUN NORTH 76 DEGREES 15 MINUTES 29

SECONDS EAST 210.50 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 1216, PAGE 157; THENCE RUN NORTH 35 DEGREES 23 MINUTES 29 SECONDS WEST. ALONG THE WEST LINE OF AFORESAID LANDS 316.01 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-005-00

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE QUARTER (N E 1/4) OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST; CL AY COUNTY FLORIDAY SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS. FOLLOWSI COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN S 00 DEG 15 MIN 43 SEC E, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A CONCRATE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY 1INE OF A 60 FOOT COUNTY GRADED ROAD KNOWN AS CARTER-SPENCER ROADS THENCE RUN S 56 DEG 22 MIN 38 SEC W, ALONG SAID RIGHT-OF-WAY LINE 62.73 FEET TO AN IRON PIPE; THENCE RUN S 55 DEG 31 MIN 19 SEC W, ALONG SAID RIGHT-OF-WAY LINE 2319.92 FEET TO AN IRON PIPE AND THE POINT OF BEGINNINGS THENCE CONTINUE S 55 DEG 31 MIN 19 SEC W ALONG SAID RIGHT-OF-WAY LINE 180.54 FEET TO AN IRON PIPE; THENCE RUN 8 34 DEG 25 MIN 03 SEC E, 316.01 FEET TO A IRON PIPE; THENCE RUN N 76 DEG 15 MIN 29 SEC E, 200.0 FEET TO AN IRON PIPE: THENCE RUN N 35 DEG.23 MIN 29 SEC W, 386.87 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-009-00

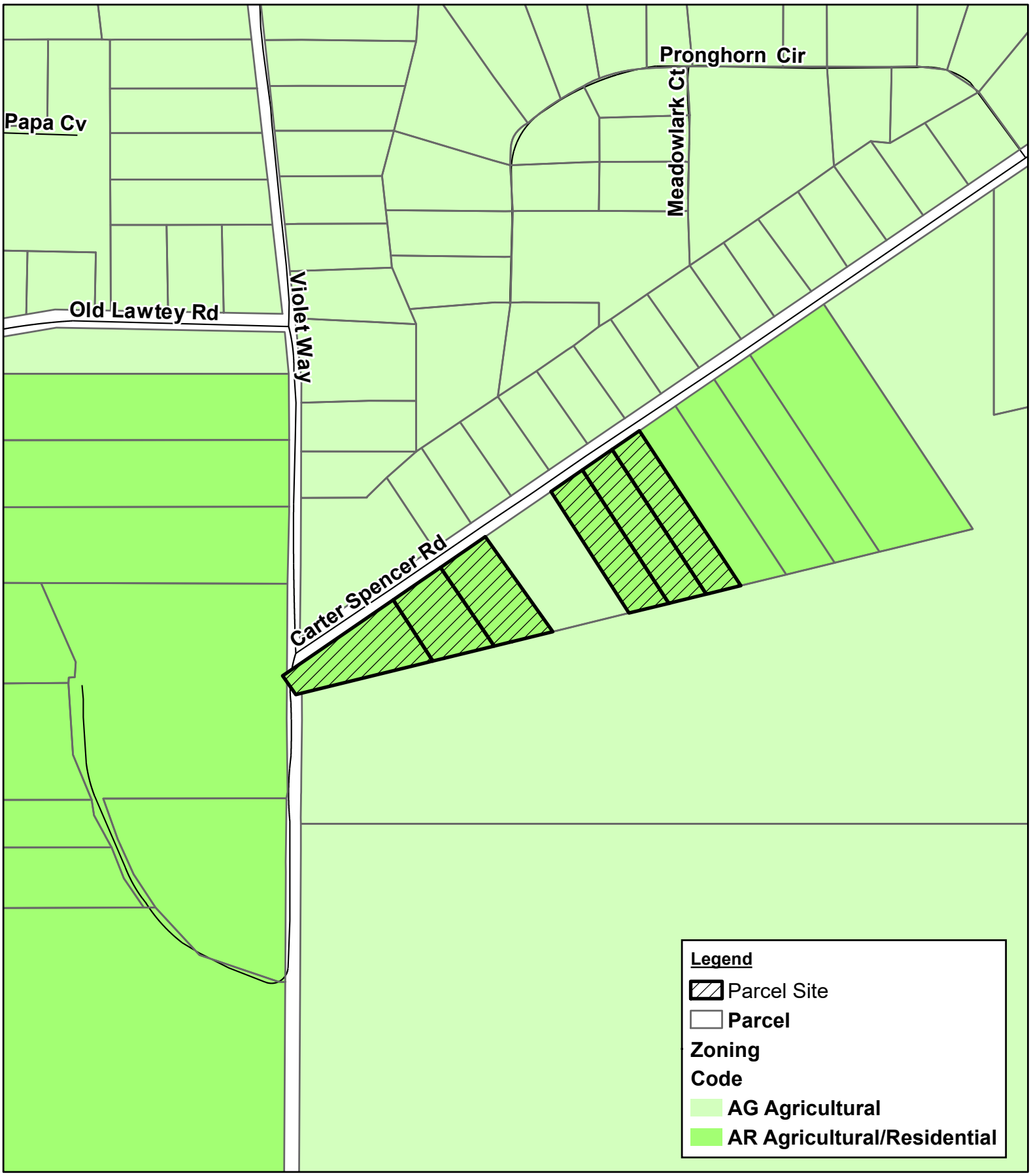
A PARCEL OF LAND SITUATED IN THE NORRTHEAST ONE QUARTER (N E 1/4) OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST; CLAY COUNTY FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN S 00 DEG 15 MIN 43 SEĆ E, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A 60 FOOT COUNTY GRADED ROAD KNOWN AS CARTER-SPENCER ROAD; THENCE RUN S 56 DEG 22 MIN 38 SEC W, ALONG SAID RIGHT-OF-WAY LINE 62.73 FEET TO AN IRON PIPE: THENCE RUN S 55 DEG 31 MIN 19 SEC W, ALONG SAID RIGHT-OF-WAY LINE 1929.26 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE CONTINUE S 55 DEG 31 MIN 19 SEC W ALONG SAID RIGHT-OF-WAY LINE 126.29 FEET TO AN IRON PIPE: THENCE RUN S 32 DEG 43 MIN 05 SEC E, 479.23 FEET TO AN IRON PIPE; THENCE RUN N 76 DEG 15 MIN 29 SEC E, 136.08 FEET TO AN IRON PIPE; THENCE RUN N 32 DEG 59 MIN 07 SEC W, 527.36 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-007-00

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN SOUTH 00°15'43" EAST, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CARTER SPENCER ROAD; THENCE RUN SOUTH 56°22'38" WEST, ALONG SAID RIGHT OF WAY LINE 62.73 FEET TO AN IRON PIPE; THENCE RUN SOUTH 55°31'19" WEST, ALONG SAID RIGHT OF WAY LINE 1809.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55°31'19" WEST, ALONG SAID RIGHT OF WAY LINE, 120.0 FEET TO AN IRON PIPE; THENCE RUN SOUTH 32°59'07" EAST, 527.36 FEET TO AN IRON PIPE; THENCE RUN NORTH 76°15'29" EAST, 128.0 FEET TO AN IRON PIPE; THENCE RUN NORTH 33°04'26" WEST, 572.67 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-008-00

A 1/4) PARCEL OF SECTION OF LAND SITUATED IN THE NORTHEAST ONE QUARTER (NE COUNTY FLORIDA;14, TOWNSHIP 5 SOUTH, RANGE 23 EAST; CLAY DESCRIBED AS FOLLOWS:SAID PARCEL BEING MORE PARTICULARLY CORNER COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST ALONG THE OF EAST SECTION LINE 14 OF AND RUN S 00 DEG 15 MIN 43 SEC E, 515.52 FEET TO A SAID SECTION 14, A DISTANCE OF RIGHT-OF-WAY CONCRETE MONUMENT: ON THE SOUTHERLY CARTER-SPENCER 1INE ROAD; OF THENCE A 60 FOOT COUNTY GRADED ROAD KNOWN AS ALONG SAID RIGHT-OF-WAY RUN S 56 DEG 22 MIN 38 SEC W THENCE RUN S 55 LINE 62.73 FEET TO AN IRON PIPE; RIGHT-OF-WAY LINE DEG 31 MIN 19 SEC W, ALONG SAID POINT OF BEGINNING; 1699.26 THENCE FEET TO AN IRON PIPE AND THE W ALONG SAID RIGHT-OF-WAY CONTINUE S 55 DEG 31 MIN 19 SEC THENCE RUN S 33 DEG LINE 110.00 FEET TO AN IRON PIPE; IRON PIPE; THENCE RUN 04 MIN 26 SEC E, 572.67 FEET TO AN TO AN IRON PIPE; THENCE N 76 DEG 15 MIN 29 SEC E, 118.0 FEET 614.43 FEET TO RUN N 33 DEG 12 MIN 09 SEC W, THE POINT OF BEGINNING.



Feet
0 212.5 425 850

Proposed Zoning
Zoning District Change

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE: 6/25/2025

FROM: Jenni Bryla, AICP, Zoning Chief

SUBJECT: This application is a request to rezone 10 parcels of land from Single-Family Residential District (RE) to Planned Unit Development (PUD) and portions of two parcels from Agricultural Residential District (AR) and Single-Family Residential District (RE) to Planned Unit Development (PUD)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The subject parcels are located on the north side of County Road 220, between Hutchinson Road and Glen Laurel Drive. The property currently is housing some antiquated mobile homes and small single family homes all on septic and well systems. The Applicant intends to build 26 homes consistent with the development going in on the north side of the property and bring water and sewer service to the parcels.

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

Hearing Type: Second Public Hearing

Initiated By:Applicant

Ronald E Bray Trust - Owner
Travis Simpson, New Creation Development - Agent

ATTACHMENTS:

Description	Type	Upload Date	File Name
Staff Report			PUD_25-0006-

PUD 25-0006	Cover Memo	10/1/2025	_PC_Staff_Report_-Final_jb.ADA_aw.pdf
Ordinance	Ordinance	10/1/2025	PUD_25-0006-_Ordinance_-Complete_jb_BC.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	10/14/2025 - 5:16 PM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	10/17/2025 - 2:24 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	10/17/2025 - 11:23 PM	AnswerNotes

Staff Report and Recommendations for PUD 25-0006

Copies of the application are available at the Clay County Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Owner / Applicant Information:

Owner: Ronald E Bray Trust
Agent: Travis Simpson, New Creation Dev.
Phone: 904-419-3324
Email: tsimpson@newcreationsdevelopment.com

Property Information

Parcel IDs: 34-04-25-008172-001-00; 34-04-25-008172-000-00; 34-04-25-008171-002-00; 34-04-25-008171-000-00; 34-04-25-008171-001-00; 34-04-25-008171-001-01; 34-04-25-008174- 000-00; 34-04-25-008175-004-00; 34-04-25-008175-002-00; 34-04-25-008175-000-00; and portions of 34-04-25-008154-001-00 and 34-04-25-008175-001-00

Parcel Address: County Road 220 between Hutchinson Road and Glen Laurel Dr. Middleburg, FL 32068

Current Zoning: Agricultural Residential (AR) and Single-Family Residential District (RE)

Current Land Use: Urban Core 10 (UC-10)

Proposed Zoning: Planned Unit Development (PUD)

Total Acres: 7.88 +/- acres

Commission District: 1, Comm. Sgromolo

Planning District: Dr's Inlet-Ridgewood

Introduction:

This application is a request to rezone 10 parcels of land from Single-Family Residential District (RE) to Planned Unit Development(PUD) and portions of two parcels from Agricultural Residential District (AR) and Single-Family Residential District (RE) to Planned Unit Development (PUD). The Applicant is proposing 26 detached single-family units on the aggregated lands creating a density of approximately 3.3 units per acre.

The subject parcels are located on the north side of County Road 220, between Hutchinson Road and Glen Laurel Drive. The property currently is housing some antiquated mobile homes and small single family homes all on septic and well systems. The Applicant intends to build homes consistent with the development going in on the north side of the property and bring water and sewer service to the parcels.

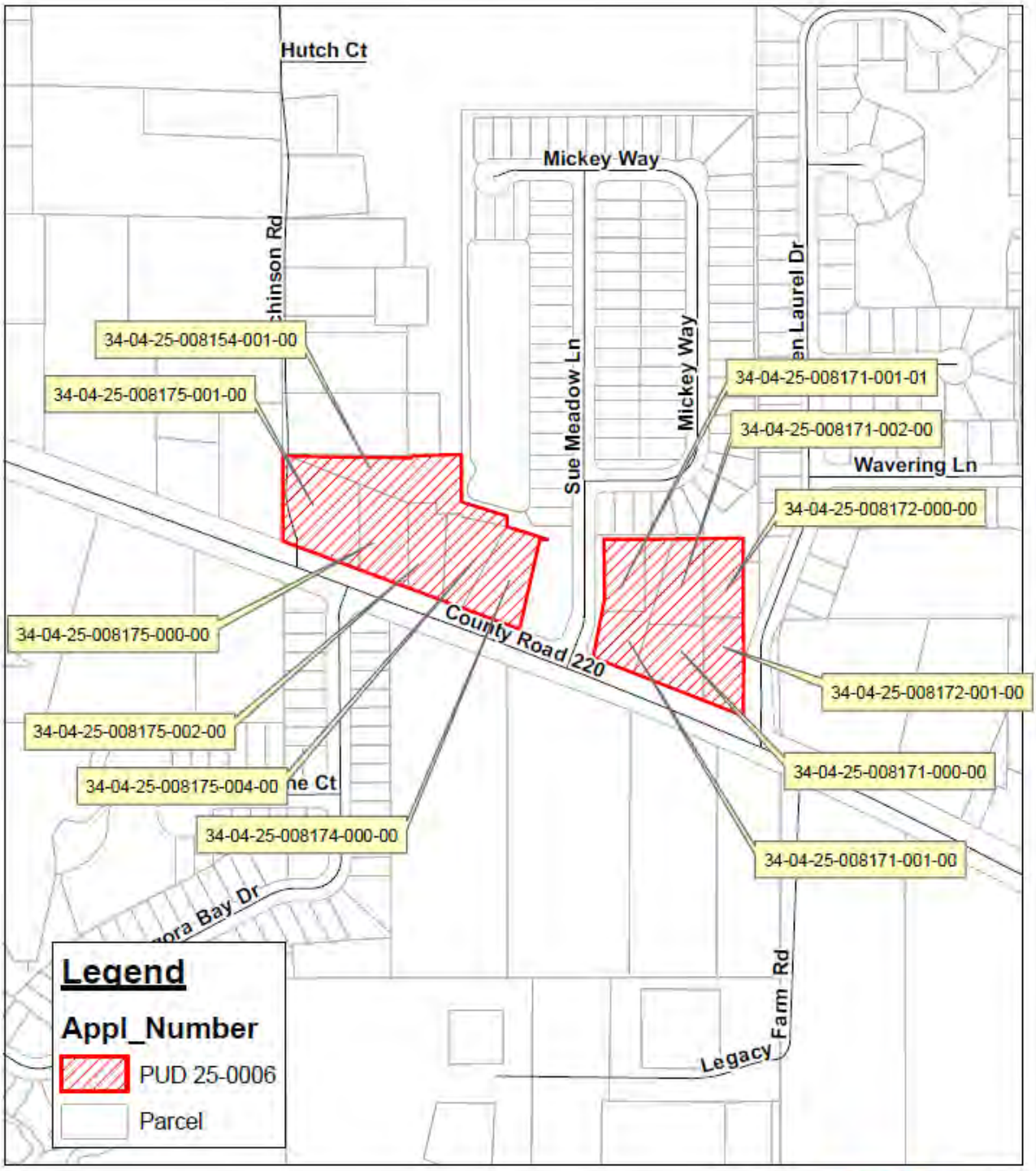
A companion Future Land Use is not required for the proposal as the Future Land Use for the parcel is UC-10 which allows for up to 10 du/acre.

Figure 1 – Location Map



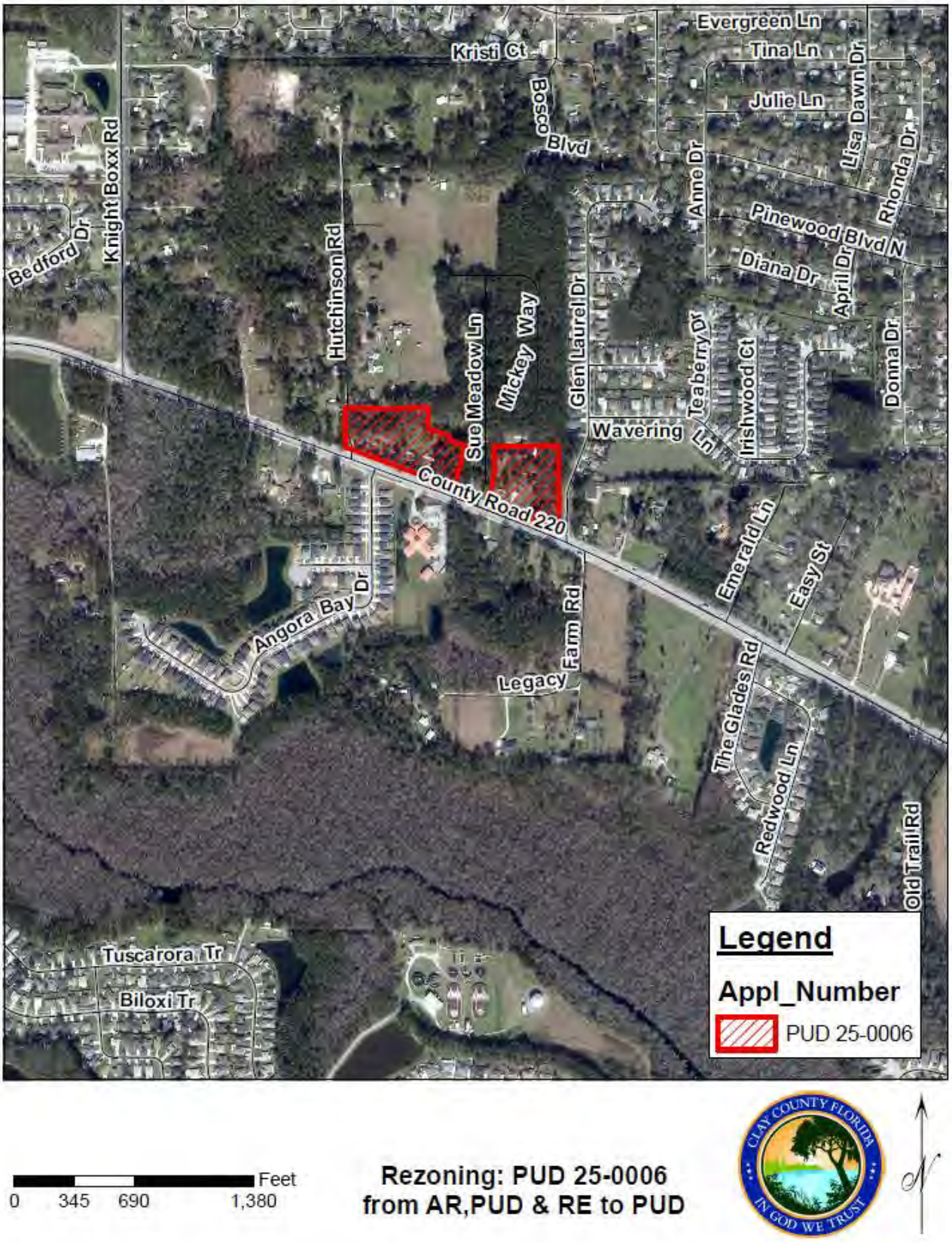
Location Map
Rezoning: PUD 25-0006

Figure 2 – Parcel Map



3

Figure 3 – Aerial Photo



1

Figure 3 – Proposed Master Plan



Figure 4 – Existing Zoning Map

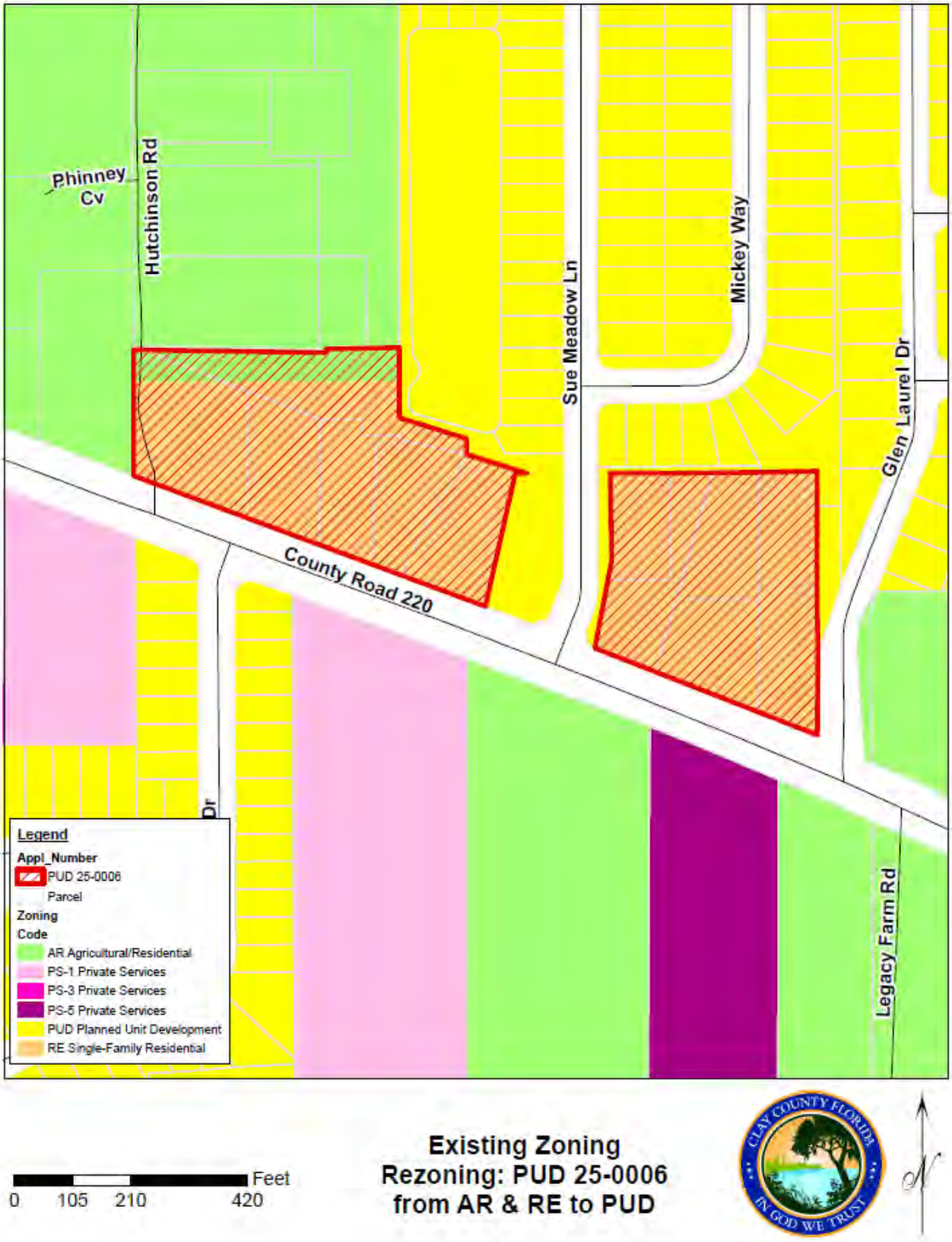
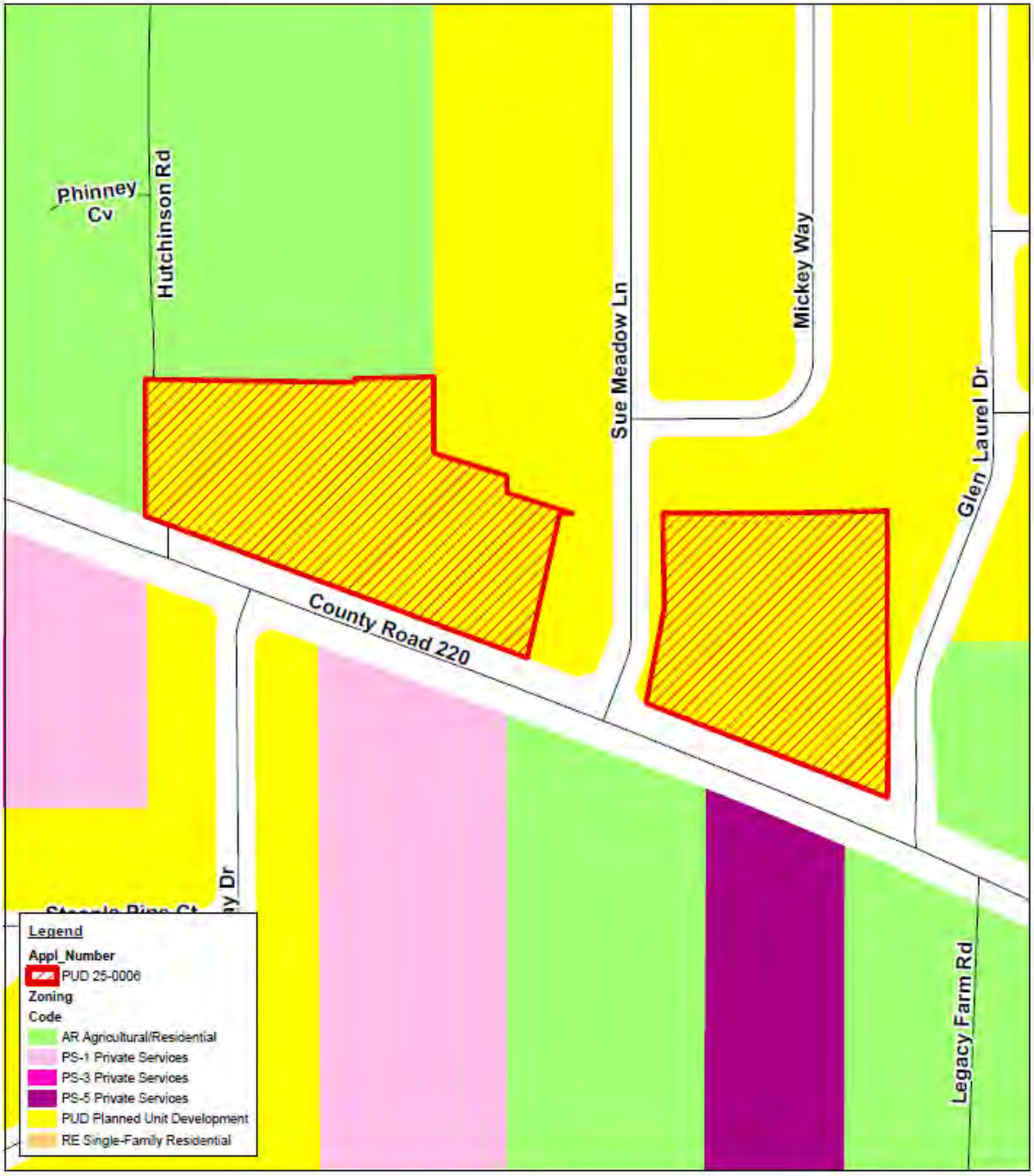


Figure 5 – Proposed Zoning Map



Relevant Clay County 2045 Comprehensive Plan Policies

The following Goals/Objective/Policies support the proposed Rezoning Amendment to the Code:

FLU Policy 1.4.1.7 Urban Core 10 (UC-10) (Urban)

This designation is intended for land within the core of urban service areas and accessible to employment centers. Densities in this area shall range from a minimum of two units per net acre and a maximum of ten units per net acre. This classification includes single-family detached and attached, cluster and zero lot line dwellings, and multi-family housing. Areas within this category may be suitable for a higher intensity use, upward to a maximum of ten units per net acres. Densities from seven to ten units per net acre may be approved if the location meets required points and the development provides central water and sewer system. Review of specific densities shall be directed toward preserving the stability and integrity of established residential development and toward providing equitable treatment of lands with similar characteristics. Design techniques of landscaping, screening and buffering shall be employed to assure a smooth transition in residential structure types and densities. A maximum density of 16 units per net acre may be allowed within the Urban Core (10) designation on the Future Land Use Map for the provision of housing for the elderly or handicapped and housing for very low-, low-income and moderate-income households. Location shall be based on need and criteria assessing proximity to the following: employment, mass transit, health care, parks, commercial services, and central utility services, as detailed in the Housing Element and land development regulations. A maximum 15 units per net acre may also be allowed if it is a proposed infill development meeting criteria of a Traditional Neighborhood Development

Analysis of Proposed Rezoning Amendment

In reviewing the proposed application for Rezoning, the following criteria may be considered along with such other matters as may be appropriate to the particular application:

(a) Whether the proposed change will create an isolated district unrelated to or incompatible with adjacent and nearby districts;

Staff Finding: The adjacent parcels to the north, south and half of those to the east are zoned as PUD with similar densities and lot sizes. The adjacent parcels to the west are zoned AR and are generally developed with single-family homes at a lower density and are surrounded by higher densities. The proposed change should not be incompatible with the adjacent and nearby districts. The homes are intended to be "starter" homes or for those looking to downsize.

(b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the real property proposed for change;

Staff Finding: The existing district boundaries are illogically drawn as the result on numerous lot splits over the years. These configurations make it difficult to meet lots standards that are set in the Land Development Code.

(c) Whether the conditions which existed at the time the real property was originally zoned have changed or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed Rezoning;

Staff Finding: The area being re-zoned is currently in the RE zoning district. This designation is intended to accommodate single family residential homes, however with a paired Future Land Use of UC10, the development should take advantage of the expectation of higher density.

(d) Whether the affected real property cannot be used in accordance with existing zoning;

Staff Finding: The residentially zoned portion of the property could continue to be used as a single-family residential property. The existing dwelling however rely on utilities via well and septic systems. This fact does not enhance the value of properties in the area.

(e) Whether the proposed Rezoning application is compatible with and furthers the County's stated objectives and policies of the Plan;

Staff Finding: The proposed rezoning is compatible with the Comprehensive Plan and the UC-10 Land Use designation. The project also reduces urban sprawl by providing redevelopment in close proximity to a major transportation corridor and County Services.

(f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a legitimate public purpose;

Staff Finding: There is no public purpose served by maintaining the existing zoning. The Applicant proposes to provide public open space within the development as well and providing centralized utility services.

(g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is inconsistent with surrounding land use;

Staff Finding: Maintaining the zoning is not a reasonable course in this location as it is not consistent with the Future Land Use.

(h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density within the district already permitting such intensity or density.

Staff Finding: There is a high demand for single-family residential development in this area of the County, where services are present.

The proposed rezoning would change the subject parcel from Residential (RE) and Agricultural Residential (AR) to Planned Unit Development (PUD). This change would be in keeping with the evolving character of the surrounding districts as shown in the table below:

	Future Land Use	Zoning District
North	UC-10	PUD (single-family homes)& AR
South	UC-10	PUD (single-family homes), PS-1, PS-5 and AR
East	UC-10	AR (single-family) and PUD (single-family residential)
West	UC-10	AR (single-family homes)

Recommendation

There is currently no Citizens Advisory Committee for this area of development.

Based on the findings in the Report and the eight criteria, Staff recommends approval of PUD 25-0006.

Ordinance No. 2025 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY (TAX PARCEL IDENTIFICATION #s 34-04-25-008172-001-00; 34-04-25-008172-000-00; 34-04-25-008171-002-00; 34-04-25- 008171-000-00; 34-04-25-008171-001-00; 34-04-25-008171-001-01; 34-04-25-008174- 000-00; 34-04-25-008175-004-00; 34-04-25-008175-002-00; 34-04-25-008175-000-00; and portions of 34-04-25-008154-001-00 and 34-04-25-008175-001-00), TOTALING APPROXIMATELY 7.88 ACRES, FROM ITS PRESENT ZONING CLASSIFICATIONS OF RE (SINGLE FAMILY RESIDENTIAL) AND AR (AGRICULTURAL/RESIDENTIAL DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Application PUD 25-0006, seeks to rezone certain real property (tax parcel identification # 34-04-25-008172-001-00; 34-04-25-008172-000-00; 34-04-25-008171-002-00; 34-04-25- 008171-000-00; 34-04-25-008171-001-00; 34-04-25-008171-001-01; 34-04-25-008174- 000-00; 34-04-25-008175-004-00; 34-04-25-008175-002-00; 34-04-25-008175-000-00; and portions of 34-04-25-008154-001-00 and 34-04-25-008175-001-00) (the Property), described in Exhibit "A-1", and depicted in Exhibit "A-2".

Section 2. The Board of County Commissioners approves the rezoning request. The zoning classification of the Property is hereby changed from Agricultural Residential (AR) and Single Family Residential District (RE) and Planned Unit Development (PUD) to Planned Unit Development (PUD), subject to the conditions outlined in the Written Statement attached as Exhibit "B-1" and the Site Plan attached as Exhibit "B-2".

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective as provided by law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of October, 2025.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Betsy Condon, Chairman

ATTEST:

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

DESCRIPTION: Parcel “A”

A Parcel of land lying and situated in the Northeast Quarter of the Southwest Quarter of Section 34, Township 4 South, Range 25 East, Clay County, Florida; and being more particularly described as follows:

BEGIN at the most southwesterly corner of those lands as recorded in Official Records Book 4868, page 2130 of the Public Records of Clay County, Florida, and being located on the northeasterly right-of-way line of County Road 220 (a 100 foot public right-of-way as it is now established), according to the State of Florida, State Road Department, Right-of-way Map Section 7158-250; said point also being on a curve concave South, having a radius of 11509.16 feet; thence along said northeasterly right-of-way line the following two (2) courses: (1) westerly along the arc of said curve, an arc distance of 33.43 feet, said arc being subtended by a chord bearing of North 69°46'37" West and a chord distance of 33.43 feet; (2) along a line non-tangent to said curve, North 69°50'42" West, 637.65 feet to a point on the East line of a parcel of land as described in Official Records Book 736, page 389 of said Public Records; thence departing said northeasterly right-of-way line of County Road 220, North 00°19'26" West, 197.14 feet to the Southwest corner of a 30 foot Ingress/Egress easement as recorded in Official Records Book 3225, page 2066 of said Public Records; thence North 89°40'22" East, along the South line of said Ingress/Egress easement, 362.02 feet to the East line of said Ingress/Egress easement; thence North 00°19'38" West, 30.00 feet to a point on the South line of a parcel of land as recorded in said Official Records Book 3225, page 2066; thence North 89°40'22" East, along said South line, 114.10 feet to a point on the westerly line of aforesaid parcel of land as recorded in Official Records Book 4868, page 2130; thence along said westerly line the following six (6) courses: (1) South 00°01'35" East, 120.91 feet; (2) South 72°40'30" East, 126.98 feet; (3) South 00°05'42" West, 28.32 feet; (4) South 72°35'03" East, 115.12 feet; (5) South 89°59'32" West, 21.81 feet; (6) South 12°43'31" West, 245.65 feet to the POINT OF BEGINNING of parcel herein described.

Containing 4.37 acres, more or less.

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

DESCRIPTION: Parcel "B"

A Parcel of land lying and situated in the Northeast Quarter of the Southwest Quarter of Section 34, Township 4 South, Range 25 East, Clay County, Florida; and being more particularly described as follows:

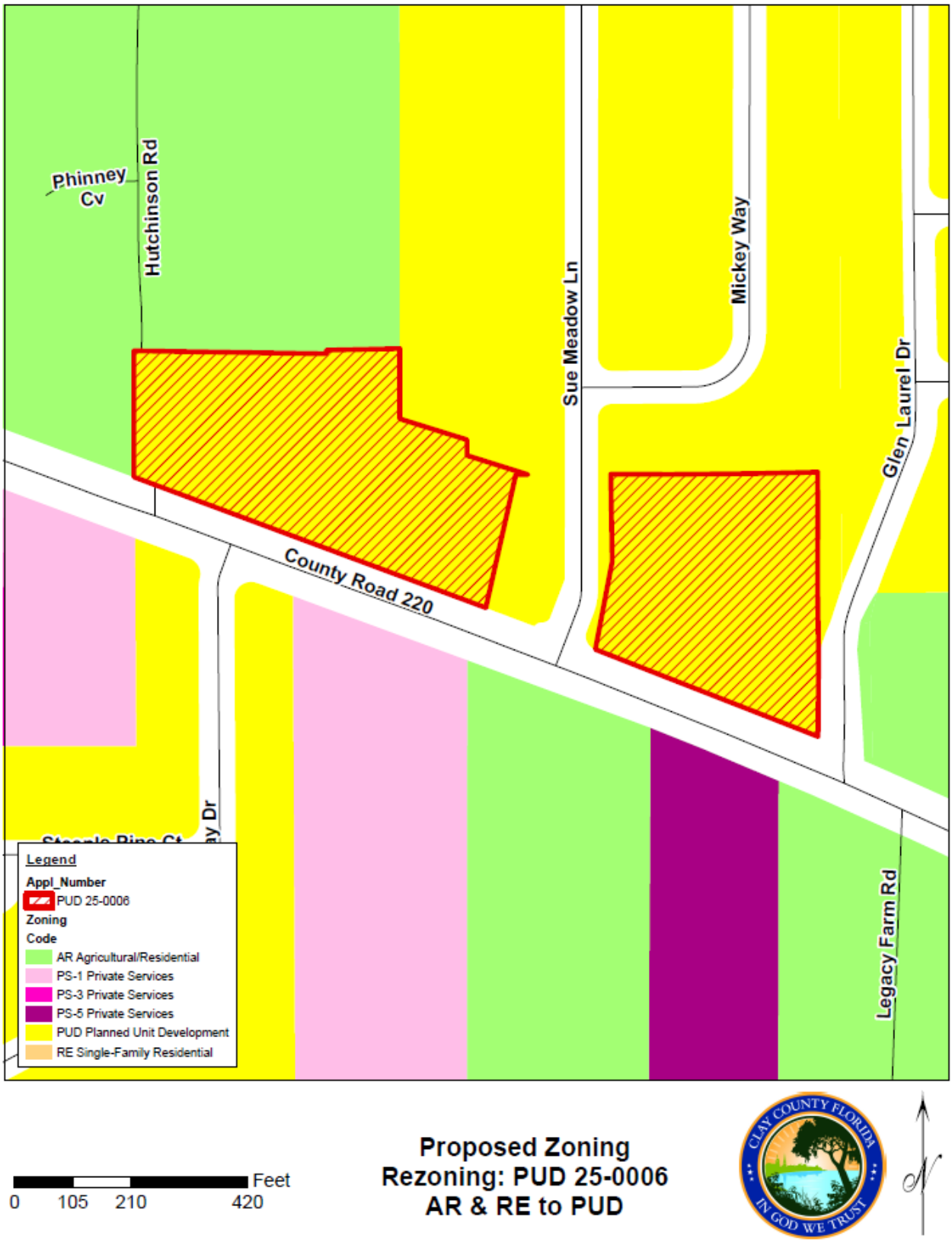
Commence at the most southerly corner of Glen Laurel Drive (a variable width right-of-way, as it is now established), according to the plat of Glen Laurel Unit One, as recorded in Plat Book 33, pages 52 through 55 of the Public Records of Clay County, Florida, said point also being located on the northeasterly right-of-way line of County Road 220 (a 100 foot public right-of-way as it is now established), according to the State of Florida, State Road Department, Right-of-way Map Section 7158-250, said point also being point on a curve concave Southwest, having a radius of 11509.16 feet; thence northwesterly along said northeasterly right-of-way line and along the arc of said curve, an arc distance of 109.68 feet, said arc being subtended by a chord bearing of North 66°12'12" West and a chord distance of 109.68 feet to the POINT OF BEGINNING of the parcel described herein.

Thence continuing along said northeasterly right-of-way line and along the arc of said curve concave South, having a radius of 11509.16 feet westerly an arc distance of 435.05 feet, said arc being subtended by a chord bearing of North 67°33'33" West and a chord distance of 435.02 feet to a point, said point being the most southerly corner of those lands as recorded in Official Records Book 4868, page 2130 of said Public Records; thence departing said right-of-way line and along the easterly line of said lands the following four (4) courses: (1) North 10°52'38" East, 161.09 feet; (2) North 00°50'41" West, 158.73 feet; (3) North 89°38'30" East, 372.11 feet; (4) South 00°26'08" East, 63.51 feet to a point on the East line of aforesaid Glen Laurel Unit One; thence South 00°11'44" East, along said East line, 421.78 feet to the POINT OF BEGINNING of Parcel herein described.

Containing 3.52 acres, more or less.

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

Exhibit “A-2”


Phinney Cv
Hutchinson Rd
Sue Meadow Ln
Mickey Way
Glen Laurel Dr
County Road 220
Legacy Farm Rd
Legend
Appl_Number
PUD 25-0006
Zoning
Code
AR Agricultural/Residential
PS-1 Private Services
PS-3 Private Services
PS-5 Private Services
PUD Planned Unit Development
RE Single-Family Residential
0 105 210 420
Feet
Proposed Zoning
Rezoning: PUD 25-0006
AR & RE to PUD
CLAY COUNTY FLORIDA
IN GOD WE TRUST
N

Department of Economic and Development Services
Planning & Zoning Division
P.O. Box 1366, Green Cove Springs, FL 32043
Phone: (904) 284-6300
www.claycountygov.com

PUD / PCD / PID WRITTEN STATEMENT EXHIBIT "B-1"

Name of Development:		Net Acres:
Parcel ID #:		Wetland Acres:
Total Number of Dwelling Units Proposed:		Total Acres:
Total Amount of Open Space:	Total Amount of Recreation:	Total Active Recreation:
Phase Schedule for Construction:		
Permitted Uses:		
Conditional Uses:		
Permitted Accessory Uses and Structures:		
Restrictions of Uses:		

Design Guidelines

A. Lot Requirements

Minimum Lot Area:	Minimum Lot With at Bldg. Line:	Minimum Lot Depth:
Maximum Lot Coverage:	Maximum Rear Lot Coverage:	Maximum Bldg. Height:
Minimum Front Setback:	Minimum Side Setback:	Minimum Rear Setback:
Minimum Front Setback Intersecting Street:	Minimum Setback for Accessory Structures:	
Minimum Living Area:		

B. Ingress, Egress, and Circulation

Parking Requirements: The parking requirements for this development shall be consistent with the requirements of Article VIII of the Land Development Code & the Branan Field & Lake Asbury Master Plans.

Vehicular Access: Vehicular access to the property shall be by way of _____ Substantially as shown in the site plan. The final location of all access points is subject to the review of the Engineering/Public Works Department.

Non-motorized Access: Non-motorized access shall be provided by sidewalks and pedestrian/bicycle paths installed in accordance with Article VIII of the Land Development Code and the Branan Field and Lake Asbury Master Plans.

C. Signs

Signs shall be permitted separately from development plans and shall meet the requirements of the Article VII of the Land Development Code and the Branan Field and Lake Asbury Master Plans.

D. Landscaping

Flexibility in meeting the landscape requirements of Article VI of the Land Development Code and the Branan Field and Lake Asbury Master Plans is permitted for Planned Developments provided the outcome meets or exceeds the requirements of the Code. Indicate below what alternative landscaping will be provided or leave blank if the development will comply with the Code requirements.

Shade Cover Points:	
Vehicle Use Area Landscaping:	
Street Trees:	
Right-of-way Buffers for Subdivision Development	
Perimeter Buffers:	
Branan Field/Lake Asbury Non-Residential Standards	

E. Recreation and Open Space:		
Recreation for residential, non-residential and open space shall meet the minimum requirements of Article III of the Land Development Code.		
F. Utilities		
Water Provided By:		
Sanitary Sewer Provided By:		
Reuse Irrigation Provided By:		
Electric Provided By:		
Gas Provided By:		
G. Wetlands		
Wetlands will be delineated and permitted according to local, state, and federal requirements.		
H. Vegetation		
The following natural communities are present on the development site according to the County's Vegetation Map (Check all that apply) Scrub Sandhill Scrubby Flatwoods Xeric Hammock Upland Coniferous Mesic Flatwoods Wet Flatwoods		
The occurrence of any of these communities may indicate the presence of endangered or threatened species which are regulated by State Agencies. **All proposed developments in the Lake Asbury Master Plan area are required to submit an environmental assessment in accordance with LA FLP 1.2.4 of the 2040 Comprehensive Plan at the time of development review and prior to any land clearing or disturbance.**		
I. Contact Information		
Owner / Agent Name:		
Owner / Agent Address:		
City:	State:	Zip Code:
Owner / Agent Phone:		
Owner / Agent Email:		

Exhibit “B-2”


LOCATION MAP
PROJECT LOCATION
Taylor & White, Inc.
Civil Design & Consulting Engineers
Sunny Hollow
CR-220
Single Family Residential
PUD SIte Plan

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Board of County Commissioners DATE: 10/13/2025

FROM: Dodie Selig, AICP, Chief Planner

SUBJECT: This amendment to Ordinance 2024-48 will create “Division 6 - Forests and Farms Conservation Lands Program Trust Fund” which defines the collection, handling and use of funds for the purposes of the Forest and Farms Conservation Lands Program.

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Staff Report	Cover Memo	10/22/2025	BCC_Staff_Report_-_Amend_Ord_2024-48_(LCC_seats).ADA_aw.pdf
	Ordinance	Ordinance	10/22/2025	Ord_-_FFCLP_Trust_Fund_Program.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	10/21/2025 - 4:51 PM	Item Pushed to Agenda

Staff Report and Recommendation for Amendment of Ord. 2024-48 (the Forests and Farms Conservation Lands Program)

Owner / Applicant Information:

The Applicant is Clay County, Economic and Development Services

Introduction:

The purpose of this amendment to ordinance 2024-48 is to create "Division 6 - Forests and Farms Conservation Lands Program Trust Fund" and to define the handling and use of funds for the purposes of the Forest and Farms Conservation Lands Program.

Description of Proposed Change:

The full text of the proposed changes is provided below.

DIVISION 6 – ~~MISCELLANEOUS PROVISIONS~~ FORESTS AND FARMS CONSERVATION LANDS PROGRAM TRUST FUND

Sec. 16-295. ~~Reserved~~ Creation of the Forests and Farms Conservation Lands Program Trust Fund.

(a) The Board hereby creates the "Forests and Farms Conservation Lands Program Trust Fund," which shall be maintained separate and apart from all other County funds.

(b) All funds received by the County to further the Forests and Farms Conservation Lands Program, from any source, shall be deposited into the Forests and Farms Conservation Lands Program Trust Fund immediately upon receipt.

(c) The Board shall identify compatible sources of monetary support to fund the Forests and Farms Conservation Lands Program including, but not limited to, long term financing through the issuance of bonds, notes, and other indebtedness; concessions; sale of forest products and other renewable resources; grants; user and mitigation fees; leases; and other legally available revenue sources for the acquisition and long-term management of the properties included in the Forests and Farms Conservation Lands Program.

(d) Funds on deposit in the Forests and Farms Conservation Lands Program Trust Fund, as created in paragraph (a) above, shall be used solely for the purpose of furthering the County's Forests and Farms Conservation Lands Program as described in this Article of the Clay County Code.

(e) Any Forests and Farms Conservation Lands Program funds on deposit which are not immediately necessary for expenditure shall be invested by the County. All income derived from such investments shall be deposited in the Forests and Farms Conservation Lands Program Trust Fund and used as provided herein.

(f) The County may utilize up to 20% of all Forests and Farms Conservation Lands Program funds received or the actual costs of administration, whichever is less, to defray the costs

of administering the Forests and Farms Conservation Lands Program including, but not limited to, conservation land maintenance, conservation land management consultants, stewardship planning, and stewardship partnerships.

Sec. 16-296. Issuance of bonds.

As authorized by the electors of Clay County on November 5, 2024, general obligation bonds may be issued in an amount up to $45,000,000 to finance the Forests and Farms Conservation Lands Program, which bonds may be issued in one or more series from time to time, shall bear interest at a rate or rates not in excess of the legal maximum rate, and shall mature within twenty (20) years after their date of issuance.

Sec. 16-297. Repayment of bonds.

Any general obligation bonds issued for funding the Forests and Farms Conservation Lands Program shall be payable from the ad valorem taxes levied on all taxable property in Clay County for the Forests and Farms Conservation Lands Program as authorized by the electors of Clay County on November 5, 2024, without limitation.

Sec. 16-298. Expenditure of bond proceeds.

The proceeds received from the sale of general obligation bonds shall be expended to finance the capital cost relating to the acquisition, preservation, protection, management, restoration and improvement of lands which support the goals of the Forest and Farms Conservation Lands Program. Properties purchased through this article may be used for outdoor recreational purposes, provided that such uses will not disturb or degrade the environmental quality of the site. At such time as the county adopts specific use regulations of properties acquired under the FFCLP, those regulations shall control.

Sec. 16-298 – 16-304. Reserved.

Division 7 –MISCELLANEOUS PROVISIONS

Sec. 16-305---16-314. Reserved.

Recommendation:

Staff recommend approval of this amendment to Ordinance 2024-48.

Ordinance No. 2025 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING ARTICLE VIII OF CHAPTER 16 OF THE CLAY COUNTY CODE, FORESTS AND FARMS CONSERVATION LANDS PROGRAM, ESTABLISHED BY ORDINANCE 2024-48, AS AMENDED, TO AMEND DIVISION 6 TO ESTABLISH THE FORESTS AND FARMS CONSERVATION LANDS PROGRAM TRUST FUND; AND TO CREATE DIVISION 7 -MISCELLANEOUS PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 2024-48, as subsequently amended, which created Article VIII of the Clay County Code being the Forests and Farms Conservation Lands Program; and,

WHEREAS, the Board desires to amend certain provisions in Article VIII of the Clay County Code as provided below.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY:

Section 1. Article VIII, Chapter 16, Division 6 of the Clay County Code, is hereby amended to create the Forests and Farms Conservation Lands Program Trust Fund as follows:

DIVISION 6 – ~~MISCELLANEOUS PROVISIONS~~ FORESTS AND FARMS CONSERVATION LANDS PROGRAM TRUST FUND

Sec. 16-295. ~~Reserved~~ Creation of the Forests and Farms Conservation Lands Program Trust Fund.

(a) The Board hereby creates the "Forests and Farms Conservation Lands Program Trust Fund," which shall be maintained separate and apart from all other County funds.

(b) All funds received by the County to further the Forests and Farms Conservation Lands Program, from any source, shall be deposited into the Forests and Farms Conservation Lands Program Trust Fund immediately upon receipt.

(c) The Board shall identify compatible sources of monetary support to fund the Forests and Farms Conservation Lands Program including, but not limited to, long term financing through the issuance of bonds, notes, and other indebtedness; concessions; sale of forest products and other renewable resources; grants; user and mitigation fees; leases; and other legally available revenue sources for the acquisition and long-term management of the properties included in the Forests and Farms Conservation Lands Program.

(d) Funds on deposit in the Forests and Farms Conservation Lands Program Trust Fund, as created in paragraph (a) above, shall be used solely for the purpose of furthering the County's Forests and Farms Conservation Lands Program as described in this Article of the Clay County Code.

(e) Any Forests and Farms Conservation Lands Program funds on deposit which are not immediately necessary for expenditure shall be invested by the County. All income derived from such investments shall be deposited in the Forests and Farms Conservation Lands Program Trust Fund and used as provided herein.

(f) The County may utilize up to 20% of all Forests and Farms Conservation Lands Program funds received or the actual costs of administration, whichever is less, to defray the costs of administering the Forests and Farms Conservation Lands Program including, but not limited to, conservation land maintenance, conservation land management consultants, stewardship planning, and stewardship partnerships.

Sec. 16-296. Issuance of bonds.

As authorized by the electors of Clay County on November 5, 2024, general obligation bonds may be issued in an amount up to $45,000,000 to finance the Forests and Farms Conservation Lands Program, which bonds may be issued in one or more series from time to time, shall bear interest at a rate or rates not in excess of the legal maximum rate, and shall mature within twenty (20) years after their date of issuance.

Sec. 16-297. Repayment of bonds.

Any general obligation bonds issued for funding the Forests and Farms Conservation Lands Program shall be payable from the ad valorem taxes levied on all taxable property in Clay County for the Forests and Farms Conservation Lands Program as authorized by the electors of Clay County on November 5, 2024, without limitation.

Sec. 16-298. Expenditure of bond proceeds.

The proceeds received from the sale of general obligation bonds shall be expended to finance the capital cost relating to the acquisition, preservation, protection, management, restoration and improvement of lands which support the goals of the Forest and Farms Conservation Lands Program. Properties purchased through this article may be used for outdoor recreational purposes, provided that such uses will not disturb or degrade the environmental quality of the site. At such time as the county adopts specific use regulations of properties acquired under the FFCLP, those regulations shall control.

Sec. 16-299 – 16-304. Reserved.

Section 2. Article VIII, Chapter 16, Division 7 of the Clay County Code, is hereby established as follows:

Division 7 –MISCELLANEOUS PROVISIONS

Sec. 16-305---16-314. Reserved.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. This Ordinance shall become effective as provided by law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of October, 2025.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Betsy Condon, Its Chairman

ATTEST:

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

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: BCC DATE: 10/15/2025

FROM: Teresa Capo

SUBJECT:
Applications for re-appointment to the Middleburg/Clay Hill CAC were received from:

- Paula Cloud
- Karen Johns
- Belinda Johnson
- Erin Sayer
- Edward Wallace

Applications for individuals seeking appointment were received from:

- David Hough

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
The Committee has 11 members with one vacant seat.

All advertising requirements have been met.

ATTACHMENTS:

Description	Type	Upload Date	File Name

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	10/15/2025 - 12:08 PM	AnswerNotes
County	Wanamaker,		10/16/2025 - 9:06	

Manager	Howard	Approved	PM	AnswerNotes

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: BCC Members DATE: 10/15/2025

FROM: Teddy Meyer

SUBJECT: The City of Green Cove Springs has the rotating Elected Official seat on the Tourist Development Council from 2025 - 2029. The City of Green Cove Springs is requesting that Cheryl Starnes serve on behalf of the City Council to replace Mr. Thomas Smith.

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	GCS TDC Appointment Letter	Backup Material	10/27/2025	Cheryl_Starnes_TDC_Letter.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Tourism and Film Development	Streeper, Lisa	Approved	10/27/2025 - 8:58 AM	Item Pushed to Agenda

City of Green Cove Springs

Phone: 904-297-7500 | 321 Walnut Street | www.greencovesprings.com
Fax:904-284-8118 | Green Cove Springs, FL 32043 | Florida Relay: Dial 7-1-1

October 24, 2025

Teddy Meyer
Director of Tourism
Clay County Board of County Commissioners
477 Houston Street
Green Cove Springs, FL 32043

RE: City of Green Cove Springs TDC Representative

Please be advised that at our October 21, 2025, City Council meeting, the City Council members appointed Cheryl (Cheri) Starnes to represent the City on the Tourist Development Committee. Mrs. Starnes agreed to the appointment and is looking forward to participating in the position.

Please contact Mrs. Starnes directly with meeting schedules, current projects, tools, and reports that she will need when attending the TDC meetings. Her contact information is:

City Cell (904) 921-7510 City Email: cstarnes@greencovesprings.com

If you need anything further, please feel free to contact me.

Sincerely,

Erin West

Erin West, MMC
City Clerk

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 28 4:00 PM

TO: Clay County Board of Commissioners

DATE: 9/29/2025

FROM: Administrative & Contractual Services

SUBJECT:
Bid Opening Tabulation for October 10, 2025:
A. Bid No. 24/25-115, Fire Station No. 24 Site Clearing Services

Bid Opening Tabulation for October 14, 2025:
A. Bid No. 24/25-111, Security Gate and Card Readers for the Clay County Jail

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Bid Tab	Cover Memo	10/22/2025	Bid_Tabs_BCC_bid_openings_102825_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	10/21/2025 - 12:39 PM	Item Pushed to Agenda

BID TABULATION FORM

Bid: 24/25-115 Date: October 9, 2025

Proj: **Fire Station No. 24 Site Clearing Services** Time Open: 9:00 AM

Ad: Clay Today, August 21, 2025 Time Close: 9:02AM

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

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

	Bidder	Addendum	Bid Bond	Base Bid Total
1	Beryl Project Engineering	**No-Bid**		
2	Conner Construction and Demolition	Yes	Yes	$44,000.00
3				
4				
5				
6				
7				
8				
9				
10				

BID TABULATION FORM

Bid: 24/25-111 Date: October 14, 2025

Proj: **Security Gate and Card Readers for the Clay County Jail** Time Open: 9:00 AM

Ad: Clay Today, September 11, 2025 Time Close: 9:01AM

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 Bid Amount
1	Miller Electric Company	Yes	Yes	$54,991.12
2				
3				
4				
5				
6				
7				
8				
9				