BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA
January 13, 2026
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Condon

PLEDGE

Tammy Padilla, Sergeant First Class, US Army (Ret.)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

SPECIAL STAFF RECOGNITION

Marion Austin Retirement Recognition (A. Scott)

PROCLAMATIONS/RESOLUTIONS

1. MLK Jr. Day-N-Clay (Mon, Jan 19, 2026)
2. National Certified Registered Nurse Anesthetists Week - (January 18-24, 2026)

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

3. Board of County Commissioners Strategic Plan and Budget Workshop Meeting Minutes December 9, 2025.
4. Board of County Commissioners Meeting Minutes December 9, 2025

PUBLIC COMMENTS

CONSENT AGENDA

5. Finance Business
   The Finance Department business is submitted to request approval and

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

6. Bid No. 25/26-009, Agronomic Services for Clay County Parks (K. Smith)

   Approval to post Notice of Intent to Award Bid No. 25/26-009, Agronomic Services for Clay County Parks to Agrow Pro, LLC at the Unit Prices listed. Specific treatment sites and the number of applications may vary, and payment shall only be made for services that have been satisfactorily completed. Approval of award will be effective after the 72-hour protest period has expired.

   Funding Source:
   General Fund - Grounds Maintenance - Repairs and Maintenance

7. Agreement for Conservation and Land Management Services with Revive Ecosystems, LLC (C. Risinger / D. Selig)

   Approval of the Agreement with Revive Ecosystems, LLC for Conservation and Land Management Services beginning on the effective date for a period of three (3) years with the option of renewing for two (2) additional one-year terms. Services will be provided through the issuance of Task Orders and paid based on the hourly rates listed herein.
   Funding Source:
   Various

8. Agreement with the Florida Department of Elder Affairs for the improvement of safety at the Orange Park Senior Center (M. Covey)

   A) Approval of the Fixed Capital Outlay (FCO) Program Grant Agreement with the Florida Department of Elder Affairs for the improvement of safety at the Orange Park Senior Center in the amount of $500,000.00, for a term beginning on July 1, 2025 through June 30, 2027. The safety improvements include parking lot and lighting improvements at 414 Stowe Avenue, Orange Park.
   B) Approval of the accompanying budget resolution.
   Funding Source:
   General Fund / All Grants Organization / Orange Park Senior Center – Safety Improvements / Orange Park Senior Center / Infrastructure

9. Naming Rights Sponsorship Agreement with HCA for a New First Aid Building at the Clay County Fairgrounds (M. Covey)

   A) Approval of naming rights sponsorship agreement with HCA for $27,625 to purchase and install a new first aid building at the Clay County Fairgrounds.

B) Approval of the accompanying budget resolution.
Funding Source:
General Fund / Sponsorship / First-Aid Station / Clay County Fairgrounds / Buildings

10. Grant Agreement with the Florida Department Transportation for Design, Construction, and CEI of the CR 217 Bridge Safety Improvements (M. Covey)

    A) Approval of the State Funded Grant Agreement between Clay County and Florida Department of Transportation for design, construction, and CEI of the Clay County CR 217 Bridge Safety Improvements and Replacements in an amount not to exceed $2,500,000, to be completed no later than June 30, 2030.
    B) Approval of the accompanying authorizing resolution.
    C) Approval of the accompanying budget resolution.
    Funding Source:
    Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / CR217 Bridge Safety Improvements and Replacements / CR217 Bridge Replacement / Infrastructure

11. Budget Resolution(s) for Grant(s) Awarded Under $50,000 (M.Covey)

    Approval of budget resolution to record revenue received from the American Society for the Prevention of Cruelty to Animals (ASPCA), Animal Control Emergency Preparedness Initiative in the amount of $24,085. The funds are to be used to build disaster response capacity.
    Funding Source: General Fund Revenue - Contributions/Donations

12. Grant Agreement with the Department of Financial Services, Division of State Fire Marshal for Hazmat Materials and Equipment (M. Covey)

    A) Approval of the Cost Reimbursement Grant Agreement with the Department of Financial Services, Division of State Fire Marshal for Hazmat materials and equipment in the amount of $55,000.00. Period of performance is through June 30, 2026.
    B) Approval of the accompanying budget resolution.
    Funding Sources:
    General Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Capitalized
    General Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Non-Capitalized
    Fire Control MSTU Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and

Equipment – Capitalized
Fire Control MSTU Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Non-Capitalized

13. Transfer from Building Fund Reserve - Unassigned (R. Kantor)

    Approval to transfer budget from the Building Fund Reserves to the Building Department construction project in the amount of $357,532 to expedite processes relating to opening the facility outside of construction costs.
    Funding Source: Building Fund / All Reserve Roll Up / Reserve - Unassigned

14. Approval of Release of Exclusive Easement Rights on Cathedral Oak Parkway Phase 1 Plat and Second Amendment to Mobility Fee Credit Agreement Re: FCC (PCI), Agreement/Contract No. 2021/22 – 138 AM2 (C. Grimm)

15. Approval of Release of Exclusive Easement Rights as to Parcel 802 on Cathedral Oak Parkway Phase 2 Plat and Second Amendment to Mobility Fee Credit Agreement, Agreement/Contract No. 2021/22 – 139 AM2 (C. Grimm)

16. Approval of Bill of Sale of Utility System between Clay County and Clay County Utility Authority for the Wastewater Services to Clay County Sheriff's Office Substation – 3799 Irvin Court in accordance with the Developer Agreement, Contract Number 2024/2025 - 272, along with approval of associated Assignment of Contractor's Warranty and Certificate of Construction Completion (D. Loos)

DISCUSSION/UPDATES

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

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

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

19. Public Hearing to consider ZON 25-0027. (District 4, Comm. Condon) (J. Bryla)

    This application has been withdrawn.

    The application is a Rezoning request to change 2.51+/- acres from Commercial and Professional Office District (BA-2) to Community Business District (BB-2).

20. Final Public Hearing to consider ZON 25-0033. (District 4, Comm. Condon) (J. Bryla)

An Ordinance to administratively rezone four lots within the Keystone airport from the Industrial Select (IS) zoning district to Heavy Industrial (IB) zoning district to accommodate airport uses and equipment.

21. Final Public Hearing to consider COMP 25-0017 and ZON 25-0037. (District 3, Comm. Renninger) (J. Bryla)

    A. COMP 25-0017
    This application is a FLUM Amendment to change 2 acres from Urban Core 10 (UC-10) and Commercial (COM), to Commercial (COM).

    B. ZON 25-0037
    This application is a Rezoning to change from Intermediate Business District (BB) and Private Services (PS-3) to Neighborhood Business District (BA).

22. Final Public Hearing to consider ZON 25-0036 (County Wide) (J.Bryla)

    This item is a Staff initiated Land Development Code amendment to clarify definitions in Article I and to provide side setback standards for single family attached developments in RD (Multifamilly Residential). This amendment will also sunset the RC District.

23. Final Public Hearing to Consider ZON 25-0030 (D. Selig)

    This application is a proposed text amendment to Article III, Sec. 3-33.B.B.7 Lake Asbury Interchange Village Center (LA IVC) which would increase the percentage of commercial/retail use allowed from 40% to 65% of the acreage within the LA IVC location. This change mirrors the comprehensive plan change to LA FLU Policy 1.4.10 made on February 25, 2025 (Ordinance 2025-4) with respect to the Lake Asbury Interchange Village Center land use table.

LETTERS FOR ACTION

24. Discussion of Appointment to the Clay County Board of Adjustment

    George Goodrich submitted an application for appointment.

25. Discussion of Appointment/Resignation to the Lake Asbury/Penney Farms Citizens Advisory Committee

    Applications for re-appointment were received from the following:

    - John Bentley
    - Colin Groff
    - Christopher Luther
    - Lucas Wilhelm

    Additionally Janet Wantage submitted her resignation from her seat.

26. Notice of Designation for First Coast Crime Stoppers, Inc. - Crime

Stoppers Trust Fund Grants

LETTERS OF DOCUMENTATION

27. Bid Opening Tabulations (K. Smith)

    Bid Opening Tabulation for December 16, 2025:
    A. Bid No. 25/26-009, Agronomic Services for Clay County Parks

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, January 13 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	1/6/2026 - 10:38 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Clay County Board of County Commissioners

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BCC	Streeper, Lisa	Approved	1/6/2026 - 10:38 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Troy Nagle, Assistant County Manager

SUBJECT:

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	1/6/2026 - 10:40 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Martin Luther King Jr. Day proclamation	Cover Memo	1/7/2026	2026_MLK_Jr_Day_Proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	1/6/2026 - 10:40 AM	Item Pushed to Agenda

WHEREAS, Reverend Dr. Martin Luther King, Jr. dedicated his life to advancing equality, justice, and civil rights for all Americans, and his leadership was instrumental in the passage of the Civil Rights Act of 1964 and the Voting Rights Act of 1965; and

WHEREAS, Dr. King is remembered as one of America's most influential and visionary leaders, who inspired individuals and communities to uplift one another and work collectively toward a more just society, before his life was tragically cut short in 1968; and

WHEREAS, Dr. King's unwavering courage, perseverance, and commitment to service form the foundation upon which the Nation honors his legacy through the observance of the **Martin Luther King Jr. National Day of Service**; and

WHEREAS, honoring Dr. King's legacy serves not only as a tribute to his enduring contributions to our Nation and the world, but also as a call to action, reminding each of us of our responsibility to continue his work through service, compassion, and civic engagement.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Clay County, Florida, does hereby join the Nation in celebrating **Martin Luther King Jr. Day** on Monday, January 19, 2026, and encourages all residents to dedicate this day to serving others and strengthening their communities; and

BE IT FURTHER RESOLVED that the Board of County Commissioners commends the City of Green Cove Springs for its annual celebration honoring the life and legacy of Dr. Martin Luther King, Jr., to be held on Monday, January 19, 2026, at Vera Francis Hall Park.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 13th day of January 2026.

ATTEST:

_____

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

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

_____

Kristen Burke, DC, Chairman

_____

John Sgromolo, Vice Chairman

_____

Alexandra Compere

_____

Jim Renninger

_____

Betsy Condon

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
CRNA Week proclamation	Cover Memo	1/7/2026	2026_CRNA_Week_proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	1/6/2026 - 10:41 AM	Item Pushed to Agenda

WHEREAS, Certified Registered Nurse Anesthetists (CRNAs) are advanced practice registered nurses who have provided anesthesia care to patients in the United States for more than 150 years and are among the Nation's most trusted medical professionals; and

WHEREAS, CRNAs practice in all settings where anesthesia is provided, including hospital operating rooms and obstetrical units, critical access hospitals, ambulatory surgical centers, and the offices of dentists, podiatrists, pain management specialists, and others; and

WHEREAS, CRNAs are the primary anesthesia providers in rural communities and continue to be the primary providers of anesthesia care to U.S. military personnel; and

WHEREAS, CRNAs are qualified to make independent judgments in all aspects of anesthesia care based on their education, training, and licensure, and their critical care nursing experience further equips them to meet the complex healthcare needs of some of our sickest patients; and

WHEREAS, CRNAs are trusted anesthesia experts who safely and compassionately deliver specialized, cost-effective care to all patients—from newborns to seniors—for every type of procedure in all types of facilities.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim January 18-24, 2026, as

CERTIFIED REGISTERED NURSE ANESTHETISTS' WEEK IN CLAY COUNTY

and, in so doing, we honor the nearly 59,000 dedicated professional CRNAs and the vital medical services they provide to patients throughout the United States, in the armed forces at home and abroad, and right here in Clay County.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 13th day of January 2026.

ATTEST:

_____

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

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

_____

Kristen Burke, DC, Chairman

_____

John Sgromolo, Vice Chairman

_____

Alexandra Compere

_____

Jim Renninger

_____

Betsy Condon

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: DATE:

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AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Board of County Commissioners Strategic Plan and Budget Workshop Meeting Minutes December 9, 2025	Backup Material	12/23/2025	Board_of_County_Commissioners_Strategic_Plan_Workshop_Minutes_December_9__2025.ADA_aw.pdf
🗋	Attachment "A" Strategic Plan and Budget Presentation	Backup Material	12/23/2025	Attachment_A_Strategic_Plan_and_Budget_Presentation.ADA_aw.pdf
🗋	Attachment "B" Format for Data Distribution	Backup Material	12/23/2025	Attachment_B_Format_for_Data_Distribution.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	1/6/2026 - 10:41 AM	Item Pushed to Agenda

BOARD OF COUNTY COMMISSIONERS
STRATEGIC PLAN AND BUDGET
WORKSHOP MEETING MINUTES
December 9, 2025
Administration Building
4th Floor, BCC Meeting Room
477 Houston Street
Green Cove Springs, FL 32043
10:00 AM

CALL TO ORDER

Present:	Commissioner District 5 Dr. Kristen T. Burke, Chairman Commissioner District 1 John Sgromolo, Vice-Chairman Commissioner District 2 Alexandra Compere Commissioner District 3 Jim Renninger Commissioner District 4 Betsy Condon
Absent:	None
Staff Present:	County Manager Howard Wanamaker County Attorney Courtney K. Grimm Commission Auditor Heather Boucher

Chairman Kristen Burke called the meeting to order at 10:00 am.

PUBLIC COMMENTS

Chairman Kristen Burke opened the floor for public comment at 10:00 am.

Hearing no comments, Chairman Kristen Burke closed public comment at 10:01 am.

NEW BUSINESS

Before Mr. Nagle beginning the presentation, Howard Wanamaker, County Manager, provided an overview of the meeting's purpose and intent.

1. Discussion of Strategic Plan Changes

Item One (1) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 3:44 and ending at 1:04:05. Below is a summary of the discussion.

Troy Nagle, Assistant County Manager, presented a PowerPoint presentation to provide the details and information regarding the agenda for todays meeting and began discussion of the Strategic Plan Changes. See Attachment A -

Agenda/Strategic Plan vs KPIs.

Agenda:

- Updates to the Strategic Plan Goals
- New Key Performance Indicators (KPI)
- Publishing Implementation Plan for the updated Strategic Plan
- Discuss on current bills impacting Ad Valorem and the impacts

Topics Discussed:

- Strategic Plan vs KPIs
  - Strategic Plan Goals
  - KPIs
- Strategic Plan Road Map
  - January 1, 2026 - Implement Plan
  - 2024-2028:
    - April 15-July 15-October 15-January 15: Update Measurables
  - 2026 - Mid-Strategic Plan review/Update
  - 2028 - Update Strategic Plan for 2029
- Strategic Plan Updates - Word Document with all the changes that were made:
  - RED–Removed from the Plan
  - GREEN–Added to the Plan
  - BLUE–Changed the Wording or the Goal
- Strategic Plan - Community Health/Safety
- Strategic Plan - Economic/Community Development
- Strategic Plan - Good Governance
- Strategic Plan- Infrastructure

Key Areas for Questions and Discussions:

- AEDs - acquired and used
- Substance Abuse Recovery Center Category - Community Health and Safety
- Inclusion of Exalt Health,
- CPR Training and Narcan Distribution
- Removal of Private/Non-Profit Agencies
- Goal for 100% Service Rate - Residential Garbage and Yard Waste Collection
- Managing Household Garbage, Yard Trash, and Other Solid Wastes
- Volume of Garbage Post Holiday
- Bold Goal Addition and Criteria - Disaster Relief Notification - Clay Radio
- Clarification of GG2 and GG3 - Adding goals and Compiling data
- Effects of Turnover in Employment,
- Quantifying Public/Private Partnerships
- Category for Stormwater
- Inclusion of E-Bike (motorized vehicle) Solution - Safety
- Clarification for the Format - Data Distribution - See Attachment B.
- Bold Goal for the ISO Rate - Achieving the Factor

2. Discussion on Key Performance Indicators

Item Two (2) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 1:04:06 and ending at 1:47:18. Below is a summary of the discussion.

Mr. Nagle, Assistant County Manager, continued the PowerPoint presentation to provide the details and information regarding the Key Performance Indicators. See Attachment A - Key Performance Indicators.

Topics Discussed:

- Key Performance Indicators:
  - Public Works
  - Fleet Maintenance
  - Environmental Services
  - Volunteer Data
  - Community Transportation
  - Code Enforcement
  - Building
  - Veteran Service
  - Fire Rescue
  - Community Paramedicine Data
  - Facilities
  - Grants
  - Grounds Maintenance
  - MIS
  - Capital Projects
  - Libraries
  - OMB
  - Personnel
  - Parks and Conservation
  - Purchasing
  - Public Records Request
  - Communications
  - CISC
  - Animal Services
  - UF/IFAS

Key Areas for Questions and Discussions:

- Addition of Bulk Pick Up Measurables
- Data Received from FCC
- Contractual Obligation for Bulk Pick Up
- Inconsistencies with Bulk Pick Up
- Track Ease Data
- Data regarding Fire Rescue/Response Time - Cardiac Calls
- OD2A Clarification
- False Alarm Data - Fire Alarms
- Defining Vulnerable
- Clarification for Medical Call Outs regarding Falls in-home vs facility

- County Resources used by Facilities that are Short Staffed
- Data for Awarded Grants
- Clarification for Data regarding Intake for Number of Addresses
- Maintenance of PCs/Laptops Measurable
- Costs for the Convenience regarding Time Keeping/Email - Microsoft License
- Fire Rescue Metric - Total Number of Employees in Fire Rescue
- Medical Records vs Ambulance Billing Records
- Other Public Records Request
- Animal Services Donations Data
- Adding Data for Parks and Rec - Leases and Participation Numbers

*Chairman Kristen Burke left the meeting at 11:12 am and returned at 11:19 am.

3. Discussion on Publishing Implementation

Item Three (3) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 1:47:49 and ending at 1:51:15. Below is a summary of the discussion.

Laura Christmas, Director of Communications, moved on in the PowerPoint presentation to provide the details and information regarding Publishing Implementation. See Attachment A - Publishing Implementation.

Topics Discussed:

- Add QR Code to existing printed materials directing to website
- Produce a PDF version of the updates for downloading
- Update website to reflect the changes
- Create a dashboard for the website to keep data updated

There were questions and discussions regarding the ability for scanning QR codes, accessing links/URL, distribution of the books/hard copies to the community, and building a dashboard on the website.

4. Property Tax Bills Impacts

Item Four (4) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 1:51:17 and ending at 1:54:20. Below is a summary of the discussion.

Mr. Nagle, Assistant County Manager, continued on in the PowerPoint presentation to provide the details and information regarding Property Tax Bill Impacts. See Attachment A - Analyzed Bills for Tax Relief.

Topics Discussed:

- Analyzed bills for Tax Relief:

    - HJR 201
    - HJR 203
    - HJR 205
    - HJR 207
    - HJR 209
    - HJR 211
    - HJR 213
    - HJR 215
- Tax Implementation Timeline
- Effects of Tax Bills

COMMISSIONERS' COMMENTS

Commissioner Comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 1:54:21 and ending at 2:08:39. Below is a summary of the discussion.

Commissioner Betsy Condon spoke about being prepared for the future, not continuing business as usual, and the impact on funding/budget if there are any changes to property taxes.

Mr. Nagle mentioned documents were provided for review regarding the effects of funding cuts, as well as other data that could be workshopped if the Board desired or at the convenience of the Commissioners.

Vice-Chairman John Sgromolo commended Howard Wanamaker, County Manager, for his leadership, and spoke about starting the budget process early, the budgetary outlook in Tallahassee, property tax impacts, and staying focused moving forward.

Commissioner Jim Renninger complimented County Manager Wanamaker and staff for their hard work, expressed optimism about the future, and the changes that may need to be implemented.

Commissioner Alexandra Compere echoed the sentiments of her colleagues, commended staff for their hard work, spoke about the effects of the proposal on property taxes, and emphasized the need to remain aware of potential issues.

Chairman Kristen Burke noted that the Board and staff are planning for the future, discussed the effects of the property tax proposal, and expressed her appreciation to staff

Hearing no further business, Chairman Kristen Burke adjourned the meeting at 12:09 pm.

Attest:

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

Attachment
“A”
Strategic Plan and Budget Presentation

Strategic Plan and Budget Workshop

December 9th, 2025

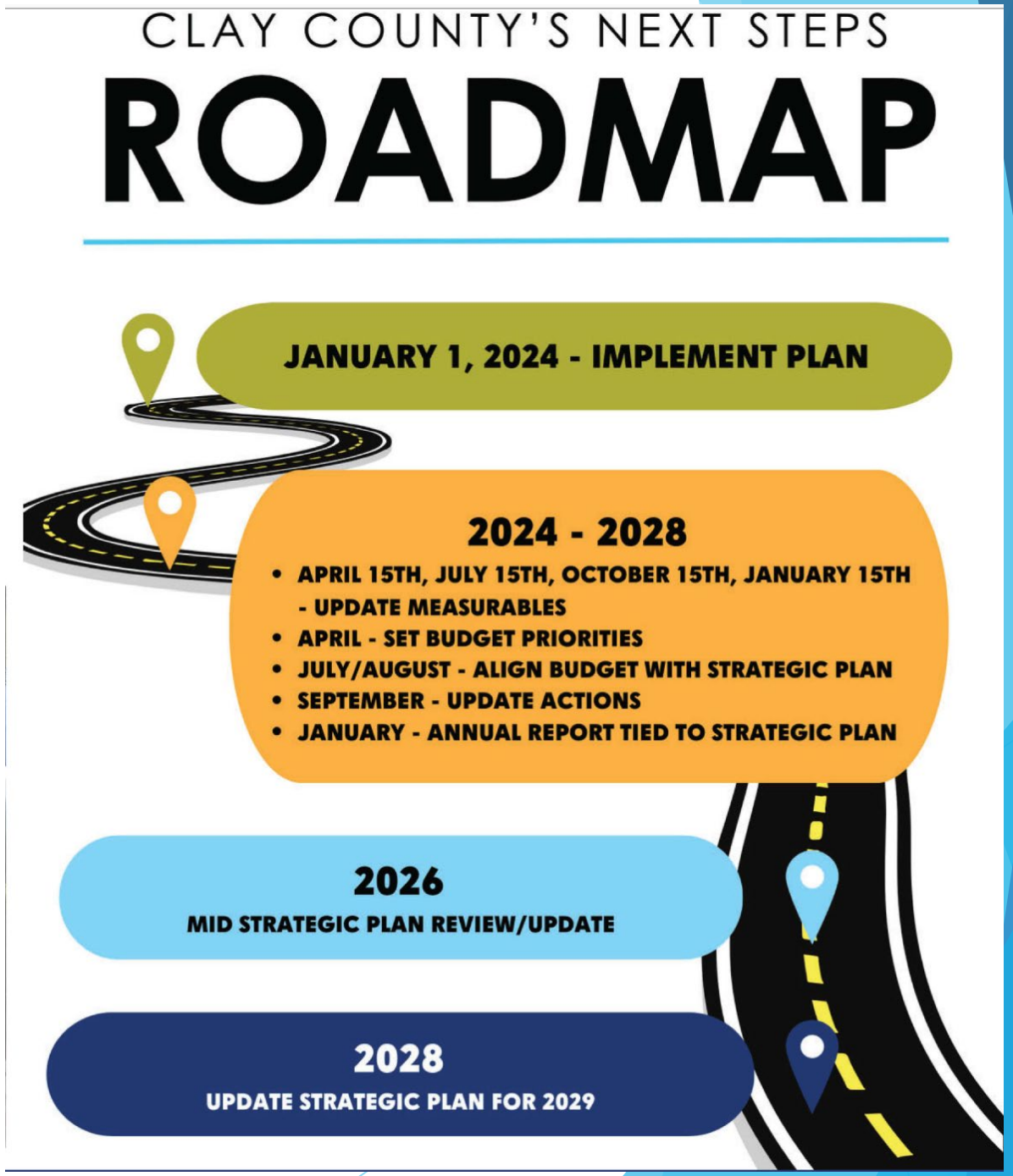
Agenda

- Updates to the Strategic Plan Goals
- New Key Performance Indicators (KPIs)
- Publishing Implementation Plan for the updated Strategic Plan
- Discuss on current bills impacting Ad Valorem and the impacts

Strategic Plan vs KPIs

- **Strategic plan goals** describe the desired future outcomes the organization intentionally works to influence and achieve.
  - Grants – We can directly affect the amount of money we receive by writing more grants, improving the process, adding more match, etc
- **KPIs**, by contrast, are measurable indicators used to monitor progress and performance, some of which reflect external conditions the organization cannot directly control.
  - Grants – We can't affect the number of reports we have to make but this is a key indicator of workload

Strategic Plan Road Map



Strategic Plan Updates

- Word Document with all the changes that were made
  - RED – Removed from the Plan
  - GREEN – Added to the Plan
  - BLUE – Changed the wording or the goal

Strategic Plan – Community Health\Safety

- **Updated CHS1** – Improve Fire Rescue Services to reduce risks that would cause the loss of life and property.
  - *Previous verbiage - Reduce risks that would cause the loss of life and property by improving Fire Rescue Services*
- **Removed CHS2 -** Continue to enhance law enforcement best practices through accreditation and staffing. Continue to meet best practice standards demonstrated by maintaining law enforcement accreditation
- **Updated CHS3** – Continue to enhance resources to respond to citizens who are experiencing substance abuse issues and to provide assistance through the recovery process
  - *Previous Verbiage - Provide resources to respond to citizens who are experiencing substance abuse issues and to provide assistance through the recovery process*
  - ***Updated Goal*** - Increase access to Automated External Defibrillators (AEDs) and Narcan around the county to **350** locations (previously 250)

Strategic Plan – Community Health\Safety

- CHS4 - Coordinate public and private resources to provide access to basic healthcare, mental health resources, affordable housing, universal basic needs, and homeless prevention for citizens in an effort to reduce mortality and morbidity.
  - **Added** - Increase the Number of contacts made by Community Paramedicine to 500
  - **Added** - Increase the Number of veterans served by Veterans Services by 50%
  - **Added** - Increase the number of people trained in Hands-Only CPR and Narcan by 750
  - **Removed** - Register 100 private and non-profit agencies in the County care referral system
- **Updated CHS5** - Continue to provide and improve efforts to ensure household garbage, yard trash, and other solid wastes are properly managed.
  - *Previous Verbiage - Continue to provide and improve the efforts to ensure proper management of household garbage, yard trash, and recycling.*
  - **Changed CHS5.T7 -** Provide first-rate residential garbage and yard waste collection with a 100% on time service rate.
    - *Previous Goal - Increase solid waste processing capacity to 1,500 average tons per day*

Strategic Plan – Community Health\Safety

- CHS6 - Maintain a plan to support our citizens and visitors during times of disaster. Ensure that the County is responsive to needs during disasters.
  - **Updated Goal** – Increase the number of participants in PulsePoint by **50%** (previously 20%)

- Previous Bold Goal - Increase the number of engagements through the County care referral system to 1,000.

  - Need a new BOLD GOAL for this area

Strategic Plan – Economic\Community Development

- ECD2 - Enhance our tourism economy to attract a variety of cultural, dining, and entertainment opportunities
  - **Added** - Generate 2,500 overnight stays annually from TDC-supported events, reaching 7,500 total room nights by 2028
  - **Added** - Recruit or retain 7 sports tourism events annually, building to 21 events by 2028, to position Clay County as a competitive sports destination
  - **Updated** – Recruit and support at least 3 new multi-day events each year, achieving a total of 9 new events by 2028, to expand overnight stays and visitor spending
    - *Previous Verbiage* - Attract 20 new multi-day tourism events within the county generating overnight stays

Strategic Plan – Good Governance

- GG1 - Inform Clay County citizens through multiple platforms to engage in consistent communication about important issues.
  - Updated Goal - Increase public relations outreach by **150**% (i.e. social media impressions, newsletter subscribers).
    - *Previous Verbiage - Increase overall communication participation (i.e.,social media, website, newsletter) by 50%*
  - Updated - Increase the participation in the county emergency alerting system (AlertClay) by 30%
    - *Previous Verbiage* - Increase the participation in the county emergency alerting systems (i.e., AlertClay, SaferWatch) by 30%

- **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
  - **Added Goal** - Maintain an average initial application processing time of 10 days or less for all grantee applicants in the event grant program (signature, special, sports).

Strategic Plan – Good Governance

- **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.
  - *Removed Goal - Maintain a 90% county employee retention rate yearly.*
- **GG4** - Continue and build relationships with outside partner organizations (i.e., constitutionals, other elected bodies, economic development partners, and developers) to provide a connected approach to the issues facing the county
  - **Updated Verbiage:** Host and facilitate 10 meetings with partner organizations that contribute to Strategic Plan goals (i.e. Northeast Florida Regional Council, state or federal lawmakers, North Florida TPO)
    - *Previous Verbiage - Host and facilitate 10 meetings with partner organizations*
- **Update Bold Goal** - Generate **$150 million** in grant revenues (previously $100 Million)

Strategic Plan – Infrastructure

- **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
  - **Updated Goal** - Increase ridership for public transportation (i.e., Jacksonville Transit Authority) by 30% (previously 20%)
- **IN2** - Maintain and grow our current road system, ensuring that the road system supports the changing needs of the county.
  - **Updated Verbiage** - Resurface 100 lane miles of roadways
    - *Previous Verbiage - Resurface 100 miles of roadways*
- **IN4** - Improve systems to prevent flooding, protect water bodies, and prevent damage to property and wildlife habitat. Taking into account the impacts of hurricanes and sea water rise on stormwater systems and promoting county resiliency.
  - **Updated Verbiage** - Improve 10,000 feet of pipes and ditches to improve stormwater system
    - *Previous Verbiage - Maintain and Improve 10,000 feet of pipes and ditches to improve stormwater system*

Strategic Plan – Infrastructure

- **Added Priority IN6** - Capital Projects Department successfully support multiple County departments by safely delivering quality projects ahead of schedule and under budget
  - **Added Goal** - Design, permit, and construct six Fire Stations and successfully execute $65M in work against the Public Safety Bond
- Bold Goal Update - Improve 100% of all paved County road segments below a 'fair'. Pavement Condition Index to 'fair' and reduce unimproved County dirt road lane miles by 50% within five years
  - *Previous verbiage – Improve the overall County Road rating for critical and deficient roads by 5%*

Key Performance Indicators

- **KPIs -** measurable data points we track to understand how well county services, programs, or community conditions are performing. They give the Board a consistent way to monitor trends, identify areas that need attention, and see where external factors—such as the economy, weather, or state policy—may influence outcomes even when the County cannot directly control them

Separate Sheet Provided

Additional Key Performance Indicators

- **Public Works**
  - Road Repair response time: Average time taken to respond and repair to reported road damage.
  - Pothole repair completion rate: Percentage of potholes repaired within target timeframe versus reported.
  - Sidewalk repair rate: Percentage of sidewalk repairs completed within target timeframe versus reported.
  - Stormwater structure maintenance completion rate: Number of stormwater structures maintained or repaired within target timeframe versus reported.
  - Number of stormwater inspections: Total number of inspections conducted during the reporting period.
  - Number of service requests received: Total service requests received within the reporting period.
  - Number of service requests completed: Total service requests completed within the reporting period.
- **Fleet Maintenance**
  - Vehicle uptime percentage: Percentage of fleet operational and available during working hours.
  - Downtime per vehicle: Average number of hours a vehicle is out of service.
  - Number of unscheduled maintenance requests: Total count of unplanned repairs completed within the reporting period.
  - Service completion rate: Percentage of scheduled services completed on time during the reporting period.
  - Fuel usage: Total fuel consumption within the reporting period.

Additional Key Performance Indicators

- **Environmental Services**
  - Number of reported\confirmed missed per month
  - Number of tons of garbage waste received
  - Number of tons of yard trash received
  - Number of tons of construction waste received
  - Amount of litter collected through Keep Clay Beautiful
- Volunteer Data
  - New registered volunteers
  - SWEAT program events
  - Keep Clay Beautiful Adopt a Spot/Road partners
  - Volunteer hours
- Community Transportation
  - Number of TD Riders
  - Numbers of Non-TD Riders

Additional Key Performance Indicators

- Code Enforcement
  - Cases created
  - Cases closed
  - Lien searches
  - Cases remaining open
- Building
  - Number of Change of Occupancy permits
  - Number of building permits issued
  - Number of inspections completed
- Veteran Service
  - Number of veteran appointments
  - Number of events attended
  - Number of people reached at events

Additional Key Performance Indicators

- Fire Rescue
  - Incident count
  - Emergency medical call count
  - Emergency fire call count
- Community Paramedicine Data
  - Vulnerable
  - OD2A
- Facilities
  - Number of tickets open per month
  - Number of tickets closed per month
- Grants
  - Number of grants submitted
  - Number of grant reports filed
  - Dollars of reimbursement received

Additional Key Performance Indicators

- Grounds Maintenance
  - Number of tickets opened per month
  - Number of tickets closed per month

- MIS
  - Number of tickets opened per month
  - Number of tickets closed per month
  - Number of addresses issued per month
  - Number of PCs\Laptops maintained in the county

- Capital Projects
  - Total amount spent on bond projects
  - Total amount spent on non-bond CIP projects
  - Total inspections completed on projects

Additional Key Performance Indicators

- Libraries
  - Number of new library cards issued per month
  - Number of library cards renewed per month

- OMB
  - Total ad valorem collected
  - Total sales tax collected
  - Total gas tax collected
  - Total all revenues
  - Total general fund budget
  - Total general fund reserves

Additional Key Performance Indicators

- Personnel
  - Number of current employees
  - Number of current Fire Rescue (union) employees
  - Number of new hires

- Parks and Conservation
  - Total number of usable fields (baseball, football, soccer, multi-use)
  - Total number of courts (Tennis, Pickleball, Basketball, etc)
  - Total acres purchased under conservation program
  - Total acres of easements acquired under the conservation program

Additional Key Performance Indicators

- Purchasing
  - Number of POs issued
  - Number of Informal Bids
  - Number of Formal Bids
  - Number of TDC Grants reimbursed

- Public Records Request
  - Medical records requests opened
  - Medical records requests completed
  - Medical records requests average days to complete
  - Public records requests opened
  - Public records requests closed
  - Public records requests average days to complete

Communications

- Total media mentions
- Total chatbot interactions

Additional Key Performance Indicators

- CISC
  - Total cases created
  - Total cases closed

- Animal Services
  - Number of dogs intake
  - Number of cats intake
  - Number of dogs adopted\returned
  - Number of cats adopted\returned

Additional Key Performance Indicators

- UF/IFAS
  - Number of volunteers trained
  - Number of volunteer hours donated
  - Number of in-person, phone call, and email consultations each year, addressing the questions and needs of citizens.
  - Dollars generated in fundraised, donated, or grant-based funds to support UF/IFAS Extension Clay County educational programs.

Publishing Implementation

- Add QR Code to existing printed materials directing to website
- Produce a PDF version of the updates for downloading
- Update website to reflect the changes
- Create a dashboard for the website to keep data updated

Analyzed Bills for Tax Relief

Bill Number	Description	Year 1 (2027\2028)	Recurring
HJR 201	Elimination of Non-School Property Tax for Homesteaded Property	$ 79,479,741	$ 89,798,739
HJR 203	Phased out Elimination of Non-School Property Tax for Homesteads	$ 35,140,318	$ 76,330,768
HJR 205	Elimination of Non-School Property Tax for Homestead for Person over 65	$ 23,866,256	$ 26,964,855
HJR 207	25% Homestead Exemption for Non-School Property Tax	$ 20,187,675	$ 22,808,677
HJR 209	Additional 100,000 exemption for Insured properties on Non School Homestead Value	$ 27,086,124	$ 27,086,124
HJR 211	Full Portability for Non-School Tax	$ 173,810	$ 1,286,896
HJR 213	Modifies AV Growth rates for School and Non-School	$ 8,901,524	$ 24,748,563
HJR 215	Allows for Combined SOH differential for Married Couples	$ 533,505	$ 1,315,843

**Based on 2025 values
https://www.fl-counties.com/wp-content/uploads/2025/11/House-Property-Tax-Proposals-County-by-County-Ad-Valorem-Impacts.pdf

Tax Implementation Timeline

2026					2027			
Session Begins	Session Ends	Govenor Signs Bills	Adopt Budget - Sets new amount for Sheriff	Election Day - 60% required on any admendment	Session Begins	Session Ends - Legislative bills determining implementation of approved admendments	New Governor Signs Bills	New Budget based on Admendments
1/12/2026	3/16/2026	4/1/2026	10/1/2026	11/3/2026	3/2/2027	5/1/2027	5/15/2027	10/1/2027

Effects of Tax Bills

- There is uncertainty at this point of which bill and what the final outcome will be
  - Bills have only been introduced in the House
  - Waiting on companion bills in the senate and direction from the Governor's office

- Moving forward
  - County needs to continue to look at cost saving\avoidance opportunities
  - Look at ways to diversify revenue streams
    - Implement fee-based approaches (Stormwater Fee, Fire Fee, etc)
    - Reexamine current revenue streams (change fees for services)

Attachment
“B”
Format for Data Distribution

Strategic Plan KPIs	Description	Goal	2023 Baseline	2024 total	Q1 2025	Q2 2025	Q3 2025	Q4 2025	2025 YTD	Goal Progress	GOAL Dec 2028
Good Governance									-		
Social media impressions (GG1)	Total impressions across all social media platforms	Increase 150% in 5 years	13,700,909	9,862,455	7,941,362	11,561,610	11,761,419		31,264,391		34,252,272.50
Newsletter subscribers (GG1)	Total number of newsletter subscribers	Increase 150% in 5 years	26,303	31,719					32,446		65,757.50
AlertClay subscribers (GG1)	Total number of subscribers to AlertClay	Increase 30% in 5 years	33,068	36,326			36,690		36,690		42,988
Average processing time for event grant program (GG2)	Average initial application processing time (i.e.signature, special, sports)	Maintain 10 days or less average	13 days (2025 baseline)	N/A	N/A	N/A	N/A	N/A	N/A		10 days or less
Number of procurements over $20,000 sourced through procurement portal (GG2)	Total percentage of procurements	100% in 5 years	89%	91%					98%		100%
Host and facilitate meetings with partner organizations	Total number of meetings held (i.e. NEFC, state or federal lawmakers, TPO)	10	0	0					0		10
Staff training hours per year (GG3)	Total training hours provided to staff (Non-CCFR)	95% receive 24 hrs/yr	46%	53.90%					59%		95%
Grant awards (Bold Goal)	Total grants awarded	150M in 5 years	0	$ 48,883,785.00					$53,445,118.21		$ 150,000,000.00
Community Health and Safety											
Fire Rescue emergency call response time (CHS1)	Average emergency call response time	Decrease 15% in 5 yrs	7.11	7.17	7.25	7.11	7.03		7.03		6.04
Number of High-Risk Occupancy buildings inspected (CHS1)	Total number of HRO buildings inspected	Inspect 1151 buildings/year	0	458	237	75	123		893		1,151
Number of AEDs and Narcan across the county (CHS3)	Total number of of AEDs and Narcan installed	350 locations in 5 yrs	0						212		350
Number of Community Paramedicine contacts (CHS4)	Total number of contacts made	500 contacts	0								500
Number of veterans served by Veteran Services Office (CHS4)	Total number of veterans served	Increase 50%	2,142	2,992	717	767	914	489	3,118		3,213
Number of people trained in Hands-Only CPR and Narcan (CHS4)	Total number of people trained	750 people trained	0								750
Percentage of on time garbage collections (CHS5)	On time garbage pickups (not missed collection)	100% in 5 years	99.9249% (Jan 2025)	Counting FCC only	99.9963	99.9969	99.9969		99.9969		100%
Percentage of on time yard waste collections (CHS5)	On time yard waste pickups (not missed collection)	100% in 5 years	99.9925	Counting FCC only	99.9963	99.9957	99.9975		99.9975		100%
Number of PulsePoint participants (CHS6)	Total number of registered users	Increase 50% in 5 years	3,033	3,333					4,041		4,549.50
Live release rate (i.e.no-kill animal shelter) (CHS7)	Clay County Animal Services live release rate	Maintain 90%	91%	90%					92.18%		90%
Bold Goal TBD											
Economic & Community Development											
Number of attracted targeted Economic Opportunities businesses (ECD1)	Total number of businesses attracted	5 new business in 5 years	0	0	0	0	0		0		5
Number of new multi-day events (ECD2)	Total number of multi-day events	3 new events/yr	0	0	N/A	N/A	N/A	N/A	N/A		9
Number of overnight stays from TDC-supported events (ECD2)	Total number of overnight stays	2,500 total room nights/yr	0	0	N/A	N/A	N/A	N/A	N/A		7,500
Number of sports tourism events (ECD2)	Total number of sports tourism events	7 sports tourism events/yr	0	0	N/A	N/A	N/A	N/A	N/A		21
Average permit review time for residential review (ECD3)	Average residential permit review time	7 days average	9	5	3	3	3		3		7
Average permit review time for commercial review (ECD3)	Average commercial permit review time	30 days average	27	22	22	13	13		13		30
BCEGS score for residential buildings (EDC4)	Building Code Effectiveness Grading Schedule score	4	5	5					4		4
BCEGS score for commercial buildings (EDC4)	Building Code Effectiveness Grading Schedule score	4	3	5					3		4
County classification for the CRS program (EDC4)	Current Community Rating System classication	5	7	5					6		5
Landowners in Rural and Family Lands Protection Program (ECD5)	Number of county-encouraged landowner participation	1 landowner participation	0	0	0	0	0		0		1
ISO Public Protection Classification (Bold Goal)	Current ISO ranking	3	4						4		3
Infrastructure											
Number of public transportation riders (i.e. JTA) (IN1)	Total number of riders	Increase 30% in 5 years	42,184	44,835					46,776		54,840
Number of lane miles of roadways resurfaced (IN2)	Total number of lane miles resurfaced	100 lane miles in 5 years	0						83.86		100
Number of miles of sidewalks and/or trails improved or added (IN3)	Total miles of improved or added sidewalks/trails	20 miles in 5 years	0	6.68					8.23		20
Number of feet of pipes and ditches improved (IN4)	Total number of feet improved	10,000 feet in five years	0	8,443					19,606		10,000
Number of equipment 12 months past EOL (IN5)	Total number of equipment past EOL	No more than 12 months EOL	400 past EOL		133 past EOL				251 past EOL		0 devices 12 months EOL
Water consumption rate (IN5)	Total water consumption	Decrease 5% in 5 years	493,455	654,257							468782.25
Electric consumption rate (IN5)	Total electric consumption	Decrease 5% in 5 years	372,394	340,937							353,774
Number of paved County road segments below 'fair' Pavement Condition Index	Total number of paved County road segments below 'fair' PCI score	Increase 100% to fair	1,418								100%
Number of unimproved County dirt roads (Bold Goal)	Total lane miles of unimproved County dirt roads	Decrease 50% in 5 years	148.16 miles								74.08
Amount of money spent on Public Safety Bond	Total Dollars Spent from Bond Fund	65 Million	0								65,000,000
Quality of Life									-	-	
Number of Parks and Rec programs and events (QBL1)	Total number of programs/events (hosted or participant)	Increase 20% in 5 years	121		59	75	96		230		145.2
Number of Libraries programs and events (QBL1)	Total number of programs/events (hosted or participant)	Increase 20% in 5 years	2,248		619	657	687		1,963		2,698
Number of UF/IFAS programs and events (QBL1)	Total number of programs/events (hosted or participant)	Increase 20% in 5 years	946		167	198	188		553		1277
Number of boat ramps/kayak launches (QBL2)	Total number of boat ramps/kayak launches	Increase by 3 in 5 years	13	13					13	-	16
Total recreation space (QBL3)	Total acreage of all county parks	Increase 10% in 5 years	1,981.70								2179.87
Total conservation land (QBL3)	Total acreage (non-conservation program)	Increase 10% in 5 years	298.6								328.46
Number of Parks and Rec programs and events participants (Bold Goal)	Total number of participants (hosted or participant)	Increase 35% in 5 years	10,942		1,407	1,962	1,335		4,704		14771.7
Number of Libraries programs and events participants (Bold Goal)	Total number of participants (hosted or participant)	Increase 35% in 5 years	77,129		20,396	30,710	36,556		87,662		104,124
Number of UF/IFAS programs and events participants (Bold Goal)	Total number of participants (hosted or participant)	Increase 35% in 5 years	15,889		4,235	8,592	4,841		17,668	-	21,450

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes December 9, 2025	Backup Material	12/23/2025	Board_of_County_Commissioners_Meeting_Minutes_December_9__2025.ADA_aw.pdf
Attachment "A" Pet Adoptions	Backup Material	12/23/2025	Attachment_A_Pet_Adoptions.ADA_aw.pdf
Attachment "B" Investment Update	Backup Material	12/23/2025	Attachment_B_Investment_Update.ADA_aw.pdf
Attachment "C" ZON-25-0033	Backup Material	12/23/2025	Attachment_C_ZON-25-0033.ADA_aw.pdf
Attachment "D" COMP-25-0013_Staff	Backup Material	12/23/2025	Attachment_D_COMP-25-0013_Staff.ADA_aw.pdf
Attachment "E" COMP-25-0013_Applicant	Backup Material	12/23/2025	Attachment_E_COMP-25-0013_Applicant.ADA_aw.pdf
Attachment "F" List of Committees	Backup Material	12/23/2025	Attachment_F_List_of_Committees.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	1/6/2026 - 10:42 AM	Item Pushed to Agenda

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
December 9, 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 Navy Chief Petty Officer Dr. Jessica Hudson led the Pledge of Allegiance.

Chairman Kristen Burke said Chief Petty Officer Dr. Jessica Hudson honorably served in the United States Navy for more than 20 years, retiring in 2019. She served as an Air Warfare Intelligence Specialist at commands nationwide -- including Joint Intelligence Command Central and Coastal Riverine Squadron 10 under Navy Central Intelligence Command at NAS Jacksonville, and also served overseas in Iraq with the Joint Special Operations Command. A highly Decorated Veteran - Dr. Hudson earned three Navy and Marine Corps Achievement Medals, the National Defense Service Medal, the Armed Forces Expeditionary Medal, the Global War on Terrorism Service Medal, and two Navy Sea Service Deployment Ribbons, among others. She is also qualified as an expert marksman with both rifles and pistols. Dr. Hudson joined the Navy in response to a calling to serve something greater than herself, and through her years of service, she learned that while motivation can start the journey, it is discipline and purpose that carry you through it. A proud Middleburg resident, Dr. Hudson continues to serve her community as a chiropractor and owner of Anchored Family Chiropractic and also gives back through charitable support for local services assisting victims of domestic violence, as well as organizations that help pregnant mothers and fathers with counseling and essential baby supplies.

Chief Petty Officer Dr. Hudson thanked the Board for the opportunity to lead the Pledge of Allegiance and spoke briefly about her military career and appreciation for being a Clay County resident.

CALL TO ORDER

Chairman Kristen Burke called the meeting to order at 4:08 pm.

ROLL CALL

Present:	Commissioner District 5 Dr. Kristen T. Burke, Chairman Commissioner District 1 John Sgromolo, Vice-Chairman Commissioner District 2 Alexandra Compere Commissioner District 3 Jim Renninger Commissioner District 4 Betsy Condon
Absent:	None
Staff Present:	County Manager Howard Wanamaker County Attorney Courtney K. Grimm Commission Auditor Heather Boucher

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint on pets available for adoption: Jill (cat), Acorn (dog), Baby-Boo (cat), and Griffin (dog). Want to see who's available? Head over to our website to meet our adorable crew looking for their forever home, 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 at Amazon.com. We always need items for our foster kittens and shelter animals. See Attachment A.

PRESENTATIONS

Recognition of Outgoing Chair

Presentation can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 7:30 and ending at 11:00. Below is a summary of the discussion.

Chairman Kristen Burke said serving as BoCC chair is a significant responsibility, and that District 4 Commissioner Betsy Condon served in that role with dedication. Under her leadership on the Board, this last year was a year of milestones and new beginnings. The Board responded to Governor Ron DeSantis' Department of Government Efficiency (DOGE) initiative—demonstrating its continued dedication to fiscal responsibility, transparency, and accountability in government. We secured millions of dollars in legislative appropriations to strengthen public safety and expand trails and roadway infrastructure -- among other quality-of-life improvements. Our focus remained on strengthening public safety and supporting law enforcement, and we allocated millions of dollars to do just that. We opened the new state-of-the-art Fire Station 20 and

celebrated the construction of Fire Stations 1 and 22. We continued to work toward new and replacement fire stations to support our growing community. Our staff installed more than 200 public AEDs across the county. We began construction on the new Animal Services building—and opened new avenues for our community through a partnership. Chewy Health pledged a $1 million donation—made in partnership with Lincoln Memorial University to support the construction of an innovative educational space within the new facility. We completed major road projects, including a new road, Cathedral Oak Parkway. Other major road projects that will improve safety and travel, including County Road 220, are well underway. On behalf of the Board and staff, we extend our sincere thanks to Commissioner Condon for her dedication and service.

Commissioner Betsy Condon thanked the Board for the recognition.

CONSTITUTIONAL OFFICERS

Officers can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 11:28 and ending at 13:. Below is a summary of the discussion.

Chairman Kristen Burke recognized Tara S. Green, Clay County Clerk of Court and Comptroller, and thanked her for her attendance.

Tara S. Green, Clay County Clerk of Court and Comptroller, addressed the Board to provide details for the update regarding Q3 FY2025-Investment Summary. See Attachment B.

There were comments, questions, and discussions regarding the increase in funds from 2021/2022 through 2022/2023.

APPROVAL OF MINUTES

1. Board of County Commissioners Meeting Minutes November 25, 2025.

Commissioner Jim Renninger made a motion for approval of the November 25, 2025, BoCC meeting minutes, seconded by Vice-Chairman 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/December 9, 2025, beginning at 14:08 and ending at 17:51. Below is a summary of the discussion.

Chairman Kristen Burke opened the floor for public comment at 4:18 pm.

Teresa Sanday, 1955 Choctaw Trail, Middleburg, Florida, addressed the Board to express concerns regarding government.

Hearing no other comments, Chairman Kristen Burke closed public comment at 4:21 pm.

CONSENT AGENDA

2. Finance Business

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

3. Bid No. 25/26-010, Construction of Radar Road (K. Smith)

   Approval to post Notice of Intent to Award Bid No. 25/26-010, Construction of Radar Road to DB Civil Construction, LLC in the amount of $4,499,950.00. Approval of award will be effective after the 72-hour protest period has expired.

   Funding Source:

   Impact Fee District 3 Fund - Capital Improvement Element - Radar Road US17 to Town Center Blvd - Infrastructure

4. Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement with FDLE; FY2024 (K. Corcoran)

   A) Approval of the Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement with FDLE Re: JG203 Drug Reduction and Enforcement Initiative, FY2024; Federal Award No.: 15PBJA-24-GG-04224-MUMU, in the amount of $ 54,842.00.
   B) Approval of the accompanying Budget Resolution.
   Funding Source (Revenue):

5. Renewal of Certificate of Public Convenience and Necessity for Clay County Fire Rescue Department/Clay County Public Safety (J. Boree)

6. TDC Event Marketing Grants (T. Meyer)

   TDC Grant Request - 2026 Scottish Games
   TDC Grant Request - 2026 Clay County Open
   TDC Grant Request - American Cornhole League | The Flo Down Florida Interstate Championship

7. TDC Product Development Grant (T. Meyer)

   TDC Product Development Grant Request - Sailforth Production (Bartram Trail)

8. TDC 2026 Meeting Schedule

   TDC unanimously voted (8-0) to approve the following schedule:
   Wednesday, January 7, 2026
   Wednesday, March 4, 2026
   Wednesday, May 6, 2026
   Wednesday, September 2, 2026
   Wednesday, November 4, 2026

9. Technical Revision to the Clay County SHIP Local Housing Assistance Plan (LHAP) for Fiscal Years 2025–2026, 2026–2027, and 2027–2028 (T. Sumner)

   A) Approval of the technical revision to the LHAP strategy for Housing Construction by a Non-Profit Developer, as submitted and approved by the Florida Housing Finance Corporation.
   B) Approval and adoption of the accompanying resolution.

10. Bid No. 25/26-007, Omega Park CCUA Connection (K. Smith)

    Approval to post Notice of Intent to Award Bid No. 25/26-007, Omega Park CCUA Connection to Advantage Contracting Group, Inc., in the amount of $302,232.56. Approval of award will be effective after the 72-hour protest period has expired. Only one bid was received. Bid amount is within budget and Contractor meets all requirements. Staff believes it is in the County's best interest to accept bid and not issue a rebid.

    Funding Source:
    General Fund - Parks and Recreation - Omega Park 100P - Infrastructure

11. Transfer from Capital Reserves - Sidewalk Fund (R. Kantor)

    Approval of budget transfer from Sidewalk Fund Reserves in the amount of $175,000 for the CR218 Sidewalk Project.
    Funding Source: Sidewalk Fund / All Reserve Roll Up / Reserve -Capital

12. Budget Amendment for Carryover and Contractual Obligation within CCSO Funds (R. Kantor)

    Approval of budget amendment for carryover in Clay County Sheriff's Office (CCSO) Law Enforcement Trust (FD1007), 2nd Dollar Sheriff Education (FD1011), Investigative Drug (FD1013), Crime Prevention Program (FD1026), and Federal Department of Justice (DOJ) -

Contraband Forfeiture (FD1034), Capital Improvement Plan (CIP) Projects Funds in the total amount of $554,734 for unspent FY 2024/2025 funds. Additionally, budget transfer from Sheriff - Countywide Contingency Reserves in the amount of $12,596 because of a change in the hourly rate for security services approved after the FY26 budget process.

13. Approval of Amendment to Permanent Exclusive Slope Easement between AY Ventures, Inc. and Clay County (C. Grimm)

14. Satisfaction of Mortgage for Jones, Pomar and Toledo

Consent Agenda can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 17:53 and ending at 32:20. Below is a summary of the discussion and votes for this agenda item.

Commissioner Jim Renninger requested to pull item 2 - under Finance, Business related to Express Scripts.

Commissioner Betsy Condon and Vice-Chairman John Sgromolo requested that item 3 - BID Number 25/26-10 be pulled for discussion.

Vice-Chairman John Sgromolo made a motion for approval of the Consent Agenda except items 2 and 3, seconded by Commissioner Jim Renninger, which carried 5-0.

Commissioner Jim Renninger indicated his concerns regarding item 2 - payments to Express-Scripts and requested clarification.

Troy Nagle, Assistant County Manager, addressed the Board to clarify the medical expenses disbursed, the drugs covered, and the process.

Commissioner Jim Renninger made a motion for approval of Item 2, seconded by Vice-Chairman John Sgromolo, which carried 5-0.

Commissioner Betsy Condon and Vice-Chairman John Sgromolo explained the reason for requesting that item 3 - BID Number 25/26-10 - Construction of Radar Road be pulled and spoke about funding allocation and other projects.

There were questions and discussions regarding funding allocations, impact fees, CIP funds, differences in submitted bids, clarification on moving/earmarking funding ($2M), and purchasing policy.

Following all discussions, Commissioner Betsy Condon made a motion to approve item 3, as discussed, seconded by Vice-Chairman John Sgromolo, which carried 5-0.

DISCUSSION/UPDATES

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

Item Fifteen (15) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 32:24 and ending at 47:21. 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 completed the installation of drainage structures, pipes, demolition of existing driveways along the south side of this project and finished placing sub-base, curbing, sidewalks and limestone base and placed tack coat within this area and then followed up with the first base course of asphalt. Traffic was then switched to the new asphalted section on the Southside of the corridor. Work was shifted to the northside of the corridor by removing the old asphalt on the northside of the roadway. The project schedule is under evaluation by the project team for potential adjustments. This project is on schedule with 57% paid out and 91% of time used.
- **Projects #2 - (CR209):** East of the railroad tracks traffic continued flowing on the northside of CR209 while Superior (SCC) continued the installation of sub-base and base material, installation of storm-drain pipe, as well as installation of curbing and sidewalk on the south side of this section of road. SCC finished installing the storm-drain pipe, structures, sidewalk, and curbing and placed the initial lift of asphalt along Russell Road, north of and at the CR315B intersection. A traffic switch is anticipated the week of December 8, 2025. This traffic shift will place traffic onto the new asphalt on CR 315B and CR 209 west of the railroad. This project is on schedule with 67% paid out and 54% of the time used.
- **Project #3B - (Connects the east-end of project #4 on Sandridge Road and runs through the roundabout to CR209B):** The County, GAI and Kiewit held their bi-monthly status meetings. Kiewit continued the installation of stormwater structures and pipes, sub-base and base material through the corridor. Asphalt was placed on the Sandridge section and traffic was shifted to the outer lanes while the interior median section is being developed. Sub-base and base material and curbing was placed in the roundabout area and the sidewalk is being developed along the eastside of Russell Road. The contractors project schedule remains in dispute by Kiewit and the County. This project is 53% paid out.
- **Project #5 (CR220):** - The team received the USACOE permit on November 13, 2025. Jacobs completed the new pond design while WGI reviewed and finalized the wetland impacts for the revised pond location. The designer can now request a permit modification to include the new pond location. Plan sets will be signed and sealed once the permit modifications are issued.
- **Project #6A (CR315):** - The team is finalizing updated wetland functional scores this week to submit for ACOE approval. Plans will be signed and sealed when the

permits are issued. The government shut down affected the time for the permit approval.
- **Completed BTP Projects:** #3A, #4 and #6B.

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

Mr. Dendor noted that the county's current project list consists of 262 items - FY25-26 Projects Budget : $208,456,646.00.

Public Safety Bond Status:

- Spend Goal: $65M by June 2027
- Spent to Date: $12.2M or 19% of $65M

Vertical Projects - Conceptualize, Design and Construction:

- Economic Building
- Black Creek Bike Trail Boardwalk Repairs
- 4th Floor Entry and Design - Courthouse
- Fire Station 1
- Fire Station 14 - Kitchen Renovation

Roadway and Trail Projects - Conceptualize, Design & Construct:

- Lakeshore Drive/Old Hard Road/CR220 Intersection
- CR220 Widening/Paving - Knight Boxx Road/Hollars Place
- Bridge Construction on Schedule
- Live Oak Lane Paving
- CR218 - Spencer Industrial Drive
- Widening of CR218

FDOT Update:

- US17 - Resurfacing - Restoration - Rehabilitation
- Blanding Boulevard - Wells Road Intersection

There were discussions to clarify the location of the US17 project improvements.

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

Item Sixteen (16) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 47:27 and ending at 49:28. 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.

Following the update, the Board had no questions.

17. TPO Project List (R. Smith)

Item Seventeen (17) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 49:31 and ending at 1:05:46. Below is a summary of the discussion.

Richard Smith, Director of Engineering, addressed the Board to provide details and information for the TPO Project list. The information discussed is attached to the agenda.

There were comments, questions, and discussions regarding the clarification of Canova Road, the importance of the connectivity at Cheswick Oaks, the placement of projects on the list for consideration, and moving Cheswick Oaks project to the top six.

NEW BUSINESS

18. 2026 Board of County Commissioners Meeting Dates

    Approval of BCC meeting dates of 2nd and 4th Tuesdays with the exception of no December meeting on the 4th Tuesday and discussion of elimination of a meeting in July (2nd Tuesday meeting-July 14th).

Item Eighteen (18) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 3:56:22 and ending at 4:00:14. Below is a summary of the discussion and vote for this agenda item.

Chairman Kristen Burke opened the floor to discuss the 2026 BoCC meeting dates as mentioned above. The information discussed is attached to the agenda.

The Commission discussed and commented on eliminating a July meeting and leaving the meeting schedule as is, with no cancellation of the July meeting.

Following all discussions, Commissioner Jim Renninger made a motion to approve the BoCC meeting dates as is, seconded by Commissioner Betsy Condon, which carried 5-0.

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

19. Public Hearing to consider ZON 25-0027. (District 4, Comm. Condon) (J. Bryla)

    This application cannot be heard at this time as the Applicant did not

advertise the item.

The application is a Rezoning request to change 2.51+/- acres from Commercial and Professional Office District (BA-2) to Community Business District (BB-2).

Chairman Kristen Burke noted that item 19 could not be heard due to an advertising error and would be heard at a later date.

20. First Public Hearing to consider ZON 25-0033. (District 4, Comm. Condon) (J. Bryla)

    An Ordinance to administratively rezone four lots within the Keystone airport from the Industrial Select (IS) zoning district to Heavy Industrial (IB) zoning district to accommodate airport uses and equipment.

Item Twenty (20) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 1:06:11 and ending at 1:13:40. Below is a summary of the discussion.

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

Jenni Bryla, Zoning Chief, presented a PowerPoint presentation for the first public hearing to consider ZON-25-0033 as noted above. See Attachment C.

There were questions and discussions to clarify the the requested change from Industrial Select (IS) to Heavy Industrial (IB).

Chairman Kristen Burke opened the floor for the public hearing at 5:14 pm.

Deanna Colvin, 1634 Eagles Nest Lane, Middleburg, Florida, addressed the Board in opposition of overgrowth and underdevelopment of infrastructure in District 4 and 5.

Hearing no other comments, Chairman Kristen Burke closed the public hearing at 5:17 pm.

This is the first public hearing and no action is required of the Board.

21. Public Hearing to consider Transmittal of COMP 25-0013 (District 5, Comm. Burke) (D. Selig)

    This application (COMP 25-0013) is a Large-Scale Comprehensive Plan Amendment to the 2045 Future Land Use Map (FLUM). The application would change the future land use designation of some or all of four parcels of land, totaling 64.31 acres, from Rural Residential (RR) and Agriculture (AG) to Rural Fringe (RF). The applicant is proposing to develop a single-family subdivision consisting of 160 lots under

application number PUD 25-0007 which will be heard at a later date.

Item Twenty-One (21) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 1:13:46 and ending at 3:48:15. Below is a summary of the discussion and vote for this agenda item.

Dodie Selig, Chief Planner, presented a PowerPoint to provide details on the public hearing to consider the transmittal of COMP-25-0013, as noted above. See Attachment D. Ms. Selig also requested direction from the Board on how to submit info that was submitted by the public on the same day as the meeting.

Mark Shelton, Bill Schilling (Kimley-Horn and Associates, Inc.), and Garrett Queener (Pulte Homes) presented a PowerPoint to provide additional details on the requested change. See Attachment E.

Chairman Kristen Burke opened the floor for the public hearing at 5:46 pm.

Pam Tierney, 1196 Crosswinds Drive, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Joseph Tierney,1196 Crosswinds Drive, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Jane Corby, 2013 Brock Road, Green Cove Springs, Florida, waived the right to speak but noted her opposition to the requested change in writing.

Ryan Marcyes, 1699 Shedd Road, Green Cove Springs, Florida, and Springs CAC Chair, addressed the Board in opposition to the requested change and noted the CAC's opposition as well.

Michael Pont, 3940 Everington Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Kim Stacy, 2248 Stauffer Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Danny Smith, 2248 Stauffer Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Stacee Reape, 3411 Brown Road, Green Cove Springs, and a member of the Springs CAC, addressed the Board in opposition to the requested change and noted the reason for the Springs CAC's opposition.

Gavin Cross Middleton, 2266 Knowles Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Kimberly Middleton, 2266 Knowles Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Arthur Wilbur Jr., 1698 Rob Baxley Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change

Chip Middleton, 2266 Knowles Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Yvette Stuard, 3123 Deer Avenue South, Middleburg, Florida, addressed the Board in opposition to the requested change.

Kim Stacy, 2248 Stauffer Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Susan Knowles Welch, 3749 Randall Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change

Harold Knowles, 2098 Knowles Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change

Rose Knowles, Knowles Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Susan Goodrich, 3776 CR315A, Green Cove Springs, Florida, addressed the Board in opposition to the requested change

George Goodrich, 3776 CR315A, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Samantha Nelson, 2310 Falling Star Lane, Green Cove Springs, Florida, addressed the Board in opposition to the requested change

Megan Rhodes, 1716 Ivey Road, Green Cove Springs, Florida, waived the right to speak but noted her opposition to the requested change in writing.

Quinton Carroll, Middleburg, Florida, 32068, waived the right to speak but noted his opposition to the requested change in writing.

Jeremy Middleton, Middleburg, Florida, waived the right to speak but noted his opposition to the requested change in writing.

Serena Willimon, 2016 Knowles Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Patricia Coble Fernandez, Green Cove Springs, Florida, waived the right to speak but noted her opposition to the requested change in writing.

Stella Wiseman, 2231 Stauffer Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change

David Allen Qualls Jr., 1709 Ivey Road, Green Cove Springs, Florida, waived the right to speak but noted his opposition to the requested change in writing.

Robert Greene, 3811 Floyd Road, Green Cove Springs, Florida, waived the right to speak but noted his opposition to the requested change in writing.

Jason Nelson, Green Cove Springs, Florida, waived the right to speak but noted his opposition to the requested change in writing.

Gregory S. Townley, 3873 County Road 315A, Green Cove Springs, Florida, waived the right to speak but noted his opposition to the requested change in writing.

Wendell Calkins, 3873 County Road 315A, Green Cove Springs, Florida, waived the right to speak but noted his opposition to the requested change in writing.

Martin Colley, 4693 Northgate Drive, Columbus, Georgia, addressed the Board to express his favor for the requested change.

Cheryl Copeland, 8985 Lee Road, Valley, Alabama, addressed the Board in favor of the requested change.

James Phoenix Dean, 3750 County Road 315A, Green Cove Springs, Florida, addressed the Board in favor of the requested change.

Selenia Phoenix Dean, 3750 County Road 315A, Green Cove Springs, Florida, addressed the Board in favor of the requested change.

Allen Colley, 2212 Lee Road, Smiths Station, Alabama, addressed the Board in favor of the requested change.

Carrie Goodrich-Dugan, 20817 Ortega Street, Orlando, Florida, addressed the Board in favor of the requested change.

Harry Colley, 3859 CR315, Green Cove Springs, Florida, addressed the Board in favor of the requested change.

Russell Smith, 3873 County Road 315A, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Pamela Henry, 2080 South County Road 16A, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Teresa Arellano, of Orange Park, Florida, addressed the Board in opposition to the requested change.

Christopher Pippen, 1232 Lions Den, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Marlene Scott, 3610 Shinnecock Lane, Green Cove Springs, Florida, waived the right to

speak but noted her opposition to the requested change in writing.

Ryan Worthington, 5665 Sharron Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Mark Willimon, 2016 Knowles Road, Green Cove Springs, Florida, waived the right to speak but noted his opposition to the requested change in writing.

Hearing no other comments, Chairman Kristen Burke closed the public hearing at 7:15 pm.

The Team from Kimley-Horn and Pulte Homes addressed concerns raised during the public hearing.

The Board commented on ex parte communications, and the Commissioners discussed the reasons for supporting or opposing the request.

Commissioner Betsy Condon made a motion for denial, seconded by Vice-Chairman John Sgromolo. Further discussion took place regarding ex parte communications, concerns about the requested change, and the process to continue the item until a future date.

Following all discussions, Commissioner Betsy Condon amended her motion to continue the item as discussed, seconded by Commissioner Jim Renninger, which carried 4-1, with Commissioner Alexandra Compere in opposition to the denial.

22. Public Hearing to consider Adoption of PUD 25-0007 (District 5, Comm. Burke) (D. Selig)

    Staff requests a continuation of this item to the February 24, 2026 in order to match up with the adoption hearing for the companion COMP 25-0013 application.

Item Twenty-Two was not heard due to the outcome and vote for Item Twenty-One (21).

23. Public Hearing on Resolution of Intent regarding Clay County Stormwater Maintenance Municipal Service Benefit Unit (C. Grimm)

Item Twenty-Three (23) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 3:50:52 and ending at 3:56:11. Below is a summary of the discussion and vote for this agenda item.

Courtney Grimm, County Attorney, addressed the Board to provide details on the public hearing regarding the Resolution of Intent referenced above.

Chairman Kristen Burke opened the floor for the public hearing at 7:55 pm.

Michael Pont, 3940 Everington Road, Green Cove Springs, Florida, addressed the Board with questions to clarify the intent of the request.

Deana Colvin, 1634 Eagles Nest Lane, addressed the Board for clarity regarding funding for stormwater repair, as mentioned on the county website.

Staff provided comments explaining the information on the county website.

Hearing no other comments, Chairman Kristen Burke closed the public hearing at 7:59 pm.

There were questions and discussions to clarify the action needed by the Board.

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

LETTERS FOR ACTION

24. Discussion of Appointments to the Planning Commission

    Applications for re-appointment were received from Michael Bourre, Howard (Bo) Norton, Bill Garrison, and Peter Davis.

    Additionally applications for appointment were received from Travis Simpson and George Goodrich.

Item Twenty-Four (24) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 4:00:20 and ending at 4:09:56. Below is a summary of the discussion and vote for this agenda item.

Chairman Kristen Burke opened the floor for discussion of the appointments to the Planning Commission as mentioned above.

There were questions and discussions about the number of available seats/positions, the extensive work of the Planning Commission, the careers of Commission members, and their experience. The Board also thanked the PC members for their commitment to serve.

Following all discussions, Commissioner Jim Renninger made a motion for approval of the re-appointment of Commissioners Michael Bourré, Howard (Bo) Norton, Bill Garrison, and Peter Davis, seconded by Vice-Chairman John Sgromolo. More conversation was had regarding the number of Commission members (7) and the number that are builders (2), the reputation of the members, as well as any conflict of

interest due to members being on other boards, and issues with finding members for other committees/boards. The motion carried 5-0.

Chairman Kristen Burke requested that the other applications/applicants be considered for other committees/CAC/Boards that have available seats.

25. Acceptance of Resignation from the Juvenile Justice Circuit Advisory Board, 4th Judicial Circuit

    Pam Lewis submitted her resignation from the Board.

Item Twenty-Four (24) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 4:09:57 and ending at 4:10:37. Below is a summary of the discussion and vote for this agenda item.

Chairman Kristen Burke opened the floor to discuss the the resignation submitted as mentioned above.

Commissioner Betsy Condon made a motion to accept the resignation, seconded by Vice-Chairman John Sgromolo, which carried 5-0.

The were comments regarding the need to fill the position.

LETTERS OF DOCUMENTATION

26. Tourist Development Council Meeting Minutes September 3, 2025

    TDC meeting minutes from September 3, 2025.

27. Bid Opening Tabulations (K Smith)

    Bid Opening Tabulations for November 21, 2025:
    A. Bid No. 25/26-007, Omega Park CCUA Connection
    B. Bid No. 25/26-010, Construction of Radar Road

Chairman Kristen Burke acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Public Comment can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 4:10:55 and ending at 4:20:26. Below is a summary of the discussion.

Chairman Kristen Burke opened the floor for public comment at 8:14 pm.

Ruben moody, 1375 Pacetti Road, Green Cove Springs, Florida, addressed the Board to express his concern regarding drainage issue on his property from pipe replaced by

the county.

Kim Stacy, 2248 Stauffer Road, Green Cove Springs, Florida, addressed the Board to also speak about the drainage issue on Mr. Moody's property.

There were comments regarding the issue being addressed by the county.

Hearing no other comments, Chairman Kristen Burke closed public comment at 8:29 pm.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, had no comments.

COUNTY ATTORNEY

County Attorney can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 4:20:33 and ending at 4:21:09. Below is a summary of the discussion.

Courtney Grimm, County Attorney, provided details for the next meeting to be held by the Charter Review Committee, Monday, December 15, 2025, at 5:00 pm, and mentioned the updated list of new cases that include the county or that the county participates in, if there are any questions regarding the cases, contact the County Attorney's office and they will provide the information. County Attorney Grimm wished everyone a safe and Happy Holiday.

COUNTY MANAGER

County Manager can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 4:21:10 and ending at 4:22:56. Below is a summary of the discussion.

Howard Wanamaker, County Manager, noted that there 22 events being held on Saturday, December 13, 2025: with five large events that will impact the areas and the EOC will be opened and manned.

Events Highlighted:

- Journey to the Nativity - River Christian Church
- Oakleaf Parade
- Whitey's Boat Parade
- Middleburg Parade
- Keystone Heights parade

There is information available on CCSO Facebook site, and the County website. County

Manager Wanamaker requested for the community to be patient and plan accordingly for any delays. County Manager Wanamaker wished everyone a Merry Christmas ad a Happy New Year.

COMMISSIONERS' COMMENTS

Commissioners can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/December 9, 2025, beginning at 4:22:56 and ending at 4:39:46. Below is a summary of the discussion.

Commissioner Jim Renninger spoke about how dangerous driving is, and the tragic loss of Jim Bennett, Baker County Commissioner, as he was driving to work and was rear-ended. Stay alert when driving; do not text and drive. Commissioner Renninger encouraged everyone to be safe and have a Merry Christmas and a Happy New Year.

Commissioner Alexandra Compere expressed her gratitude to county staff and the Commission for another successful year. Commissioner Compere mentioned that she was grateful the hurricane season was over. Commissioner Compere spoke about the Oakleaf Parade at 6:00 pm and the events surrounding it, including the Vendor Market and Festival starting at 4:00 pm, and noted that care is needed at the median on Oakleaf Plantation Parkway. She also commended CCSO and CCFR for their efforts. Commissioner Compere wished everyone a Merry Christmas and a Happy New Year.

Vice-Chairman John Sgromolo spoke about the success of last week's trip to Tallahassee and the takeaways from the meeting. Vice-Chairman Sgromolo mentioned the District 2 Fire Station groundbreaking event and noted the Board's top priority: Public Safety. Vice-Chairman Sgromolo discussed attending the Green Cove Springs Christmas parade, its success, and gave a "shout-out" to Dane Dunning as the Grand Marshall and to Knox Pest Control for their amazing float. Vice-Chairman Sgromolo thanked the Parks and Rec Department for their efforts in opening the Black Creek Trail and discussed upcoming details to celebrate. Vice-Chairman Sgromolo spoke about Santa Claus coming to town and the upcoming CCFR Fire Truck parade, scheduled to start at 5:00 pm at the current Fire Station 22. Vice-Chairman Sgromolo said, "Remember the Reason for the Season," and wished everyone a very Merry Christmas.

Commissioner Betsy Condon apologized for her irritability and addressed her earlier comments about holding a workshop on the property tax issue. She also discussed funding allocation, educating the Governor's office, and the impact of eliminating property taxes. Commissioner Condon mentioned the Middleburg Christmas Festival and Parade, as well as the Keystone Heights Parade. Commissioner Condon mentioned that she will have to miss the employee Christmas lunch due to her husband's surgery and thanked staff and the Commission for their outreach following the passing of her Momma. Commissioner Condon wished everyone a Merry Christmas.

Chairman Kristen Burke provided the list of committees for each Commissioner to serve on. See Attachment F.

County Manager Wanamaker noted that the Commission could review the document and then discuss it at the first meeting in January.

There were discussions regarding filling the Judicial Circuit seat and the requirements.

Chairman Burke spoke about the sad news of Jim Bennett's passing, and you never know, so love your family and the time you have with them. We will continue to pray for those who have lost loved ones. Merry Christmas, and enjoy the holiday.

Hearing no further business, Chairman Kristen Burke adjourned the meeting at 8:43 pm.

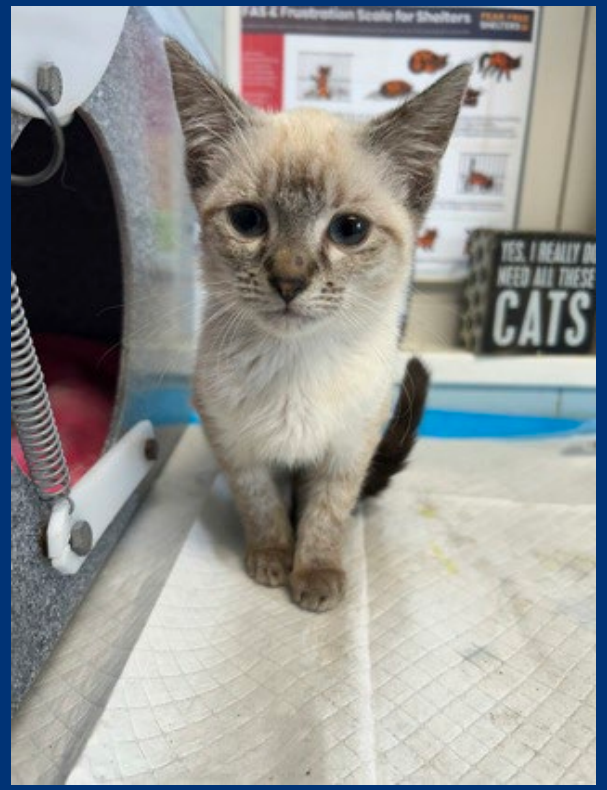
Attest:

_____	_____
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
CAC – Citizens Advisory Committee
CCUA – Clay County Utility Authority
CIE – Capital Improvement Element
CR – County Road
DOGE – Department of Government Efficiency
FDOT – Florida Department of Transportation
FY – Fiscal Year
PUD – Planned Unit Development
SCC – Superior Construction Company
TDC – Tourist Development Council
TPO – Transportation Planning Organization
UF/IFAS – University of Florida Institute of Food and Agricultural Sciences
USN – United States Navy
ZON – Rezone

Attachment
“A”
Pet Adoptions



Jill

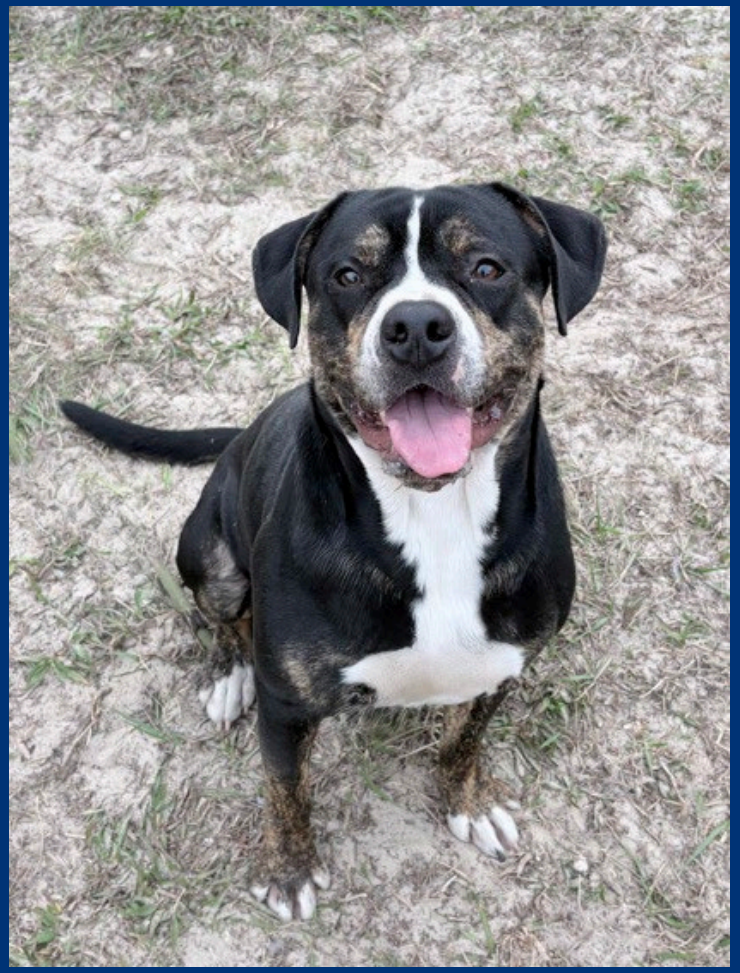
ANIMAL ID: A0059842533
SEX: Female

BREED: Domestic shorthair, 3 months old; 2.5 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Jill is a fancy Siamese-looking kitten with princess vibes and comedian energy. She'll pose like royalty one moment and trip over her own paws the next. Cute, cuddly, and delightfully silly—Jill is ready to make you laugh and steal your heart!

claycountygov.com/adopt



Acorn

ANIMAL ID: A0059753108
SEX: Neutered Male

BREED: Mixed Breed; 56 pounds
Heartworm Negative

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Acorn is a big boy with a big ole smile, striking black-and-white fur, and brindle markings so handsome they should come with a warning. And those brows? Pure comic genius. Chill, charming, and ready to steal your heart (and your spot on the couch).

claycountygov.com/adopt



Baby-Boo

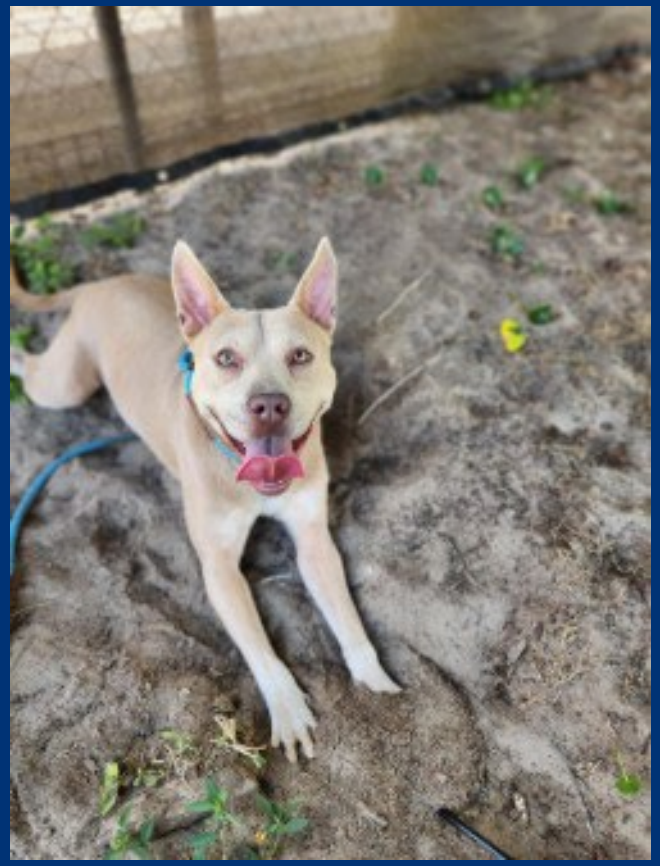
ANIMAL ID: A0059842560
SEX: Neutered Male

BREED: Domestic Shorthair, 3 months old; 3.5 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: This striking little guy is—gorgeous, playful, and full of curiosity. Baby Boo loves exploring, pouncing on toys, and curling up for snuggles, making him the perfect pint-sized companion for a loving home.

claycountygov.com/adopt



Griffin

ANIMAL ID: A0059247290
SEX: Neutered Male

BREED: Mixed Breed; 1 year old; 40 pounds
Heartworm Negative

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Griffin is a bouncy, fast, fun-loving pup who's all about zoomies, sprints, and playful jukes. With his tuck-and-roll energy and endless enthusiasm, he's perfect for an active home that loves running, playing, and keeping up with a whirlwind of tail-wagging fun!

claycountygov.com/adopt



Ready to Meet Your New Best Friend?

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

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

**Pictured: Kittens like Harry*, are always in need of foster homes where they can grow, receive socialization, and get the care they needs until they are ready for adoption. Could you provide Tabasco and one of her siblings a loving temporary home?

claycountygov.com/adopt



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

Amazon.com

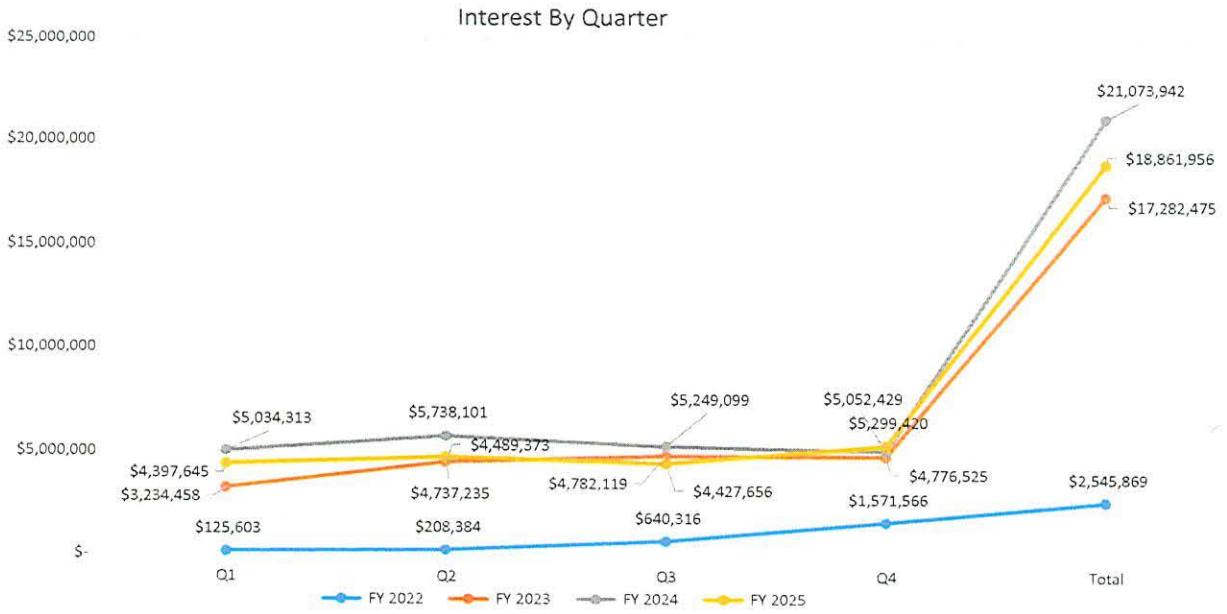
claycountygov.com/adopt

Attachment
“B”
Investment Update

Investment Summary Q3 FY2025
Clay County Board of County Commissioners
Balances as of 9/30/2025

	September 2025 Balances in Accounts	September 2025 Yield	% Invested	Maximum Allowed per Investment Policy	FY 2021/2022 Interest	FY 2022/2023 Interest	FY 2023/2024 Interest	FY 2024/2025 Interest
Wells Fargo *	$ 27,306,380	1.000%	7.25%	<40%	$ 63,907	$ 355,885	$ 292,683	$ 196,385
US Bank Bond Investments	$ 8,738,543	3.900%	2.32%	<40%	$ 247,923	$ 1,529,102	$ 1,012,278	$ 576,195
Florida PALM Bond Investments	$ 57,117,106	4.340%	15.17%	<40%	$ 221,921	$ 738,268	$ 1,556,130	$ 2,770,642
Florida PALM BOCC Investments	$ 15,660,238	4.340%	4.16%	<40%	$ 365,754	$ 545,405	$ 2,588,911	$ 1,384,155
Florida CLASS	$ 38,328,501	4.299%	10.18%	<40%	$ -	$ 1,413,717	$ 2,005,280	$ 2,275,724
Florida SAFE Investments	$ 29,573,588	4.270%	7.85%	<40%	$ 2,575	$ 2,888,780	$ 2,246,562	$ 1,437,365
Florida TRUST	$ 30,039,361	4.350%	7.98%	<40%	$ -	$ -	$ -	$ 1,039,362
Florida PRIME Investments	$ 169,814,744	4.390%	45.09%	<80%	$ 1,643,789	$ 9,811,319	$ 11,372,098	$ 9,182,128
Total Cash & Investments	$ 376,578,462		100.00%		$ 2,545,869	$ 17,282,475	$ 21,073,942	$ 18,861,956

* This is actual cash in bank as of 9/30/2025



Attachment
“C”
ZON-25-0033

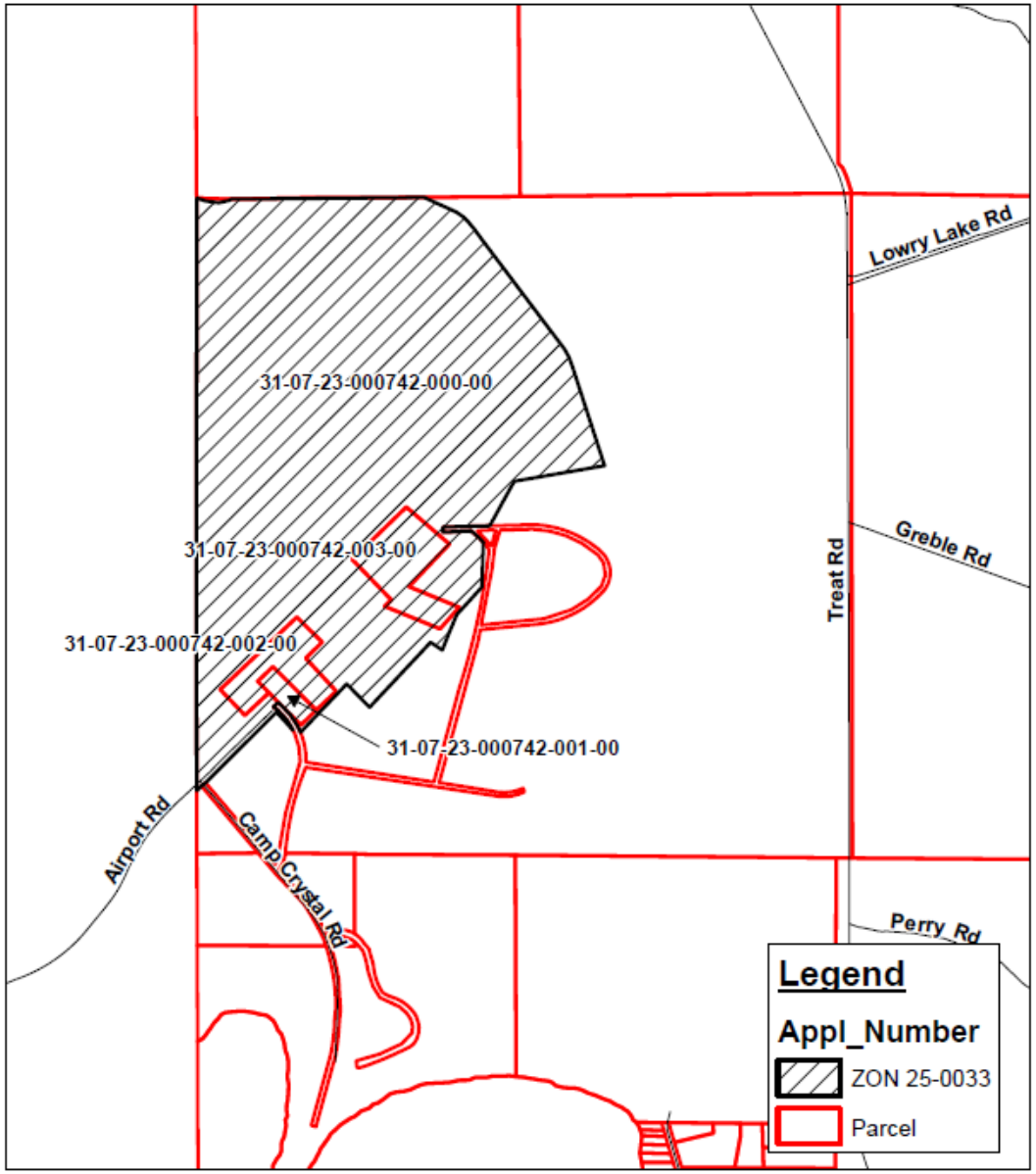
Rezoning Application:
ZON 25-0033

Board of County Commissioners
December 9, 2025

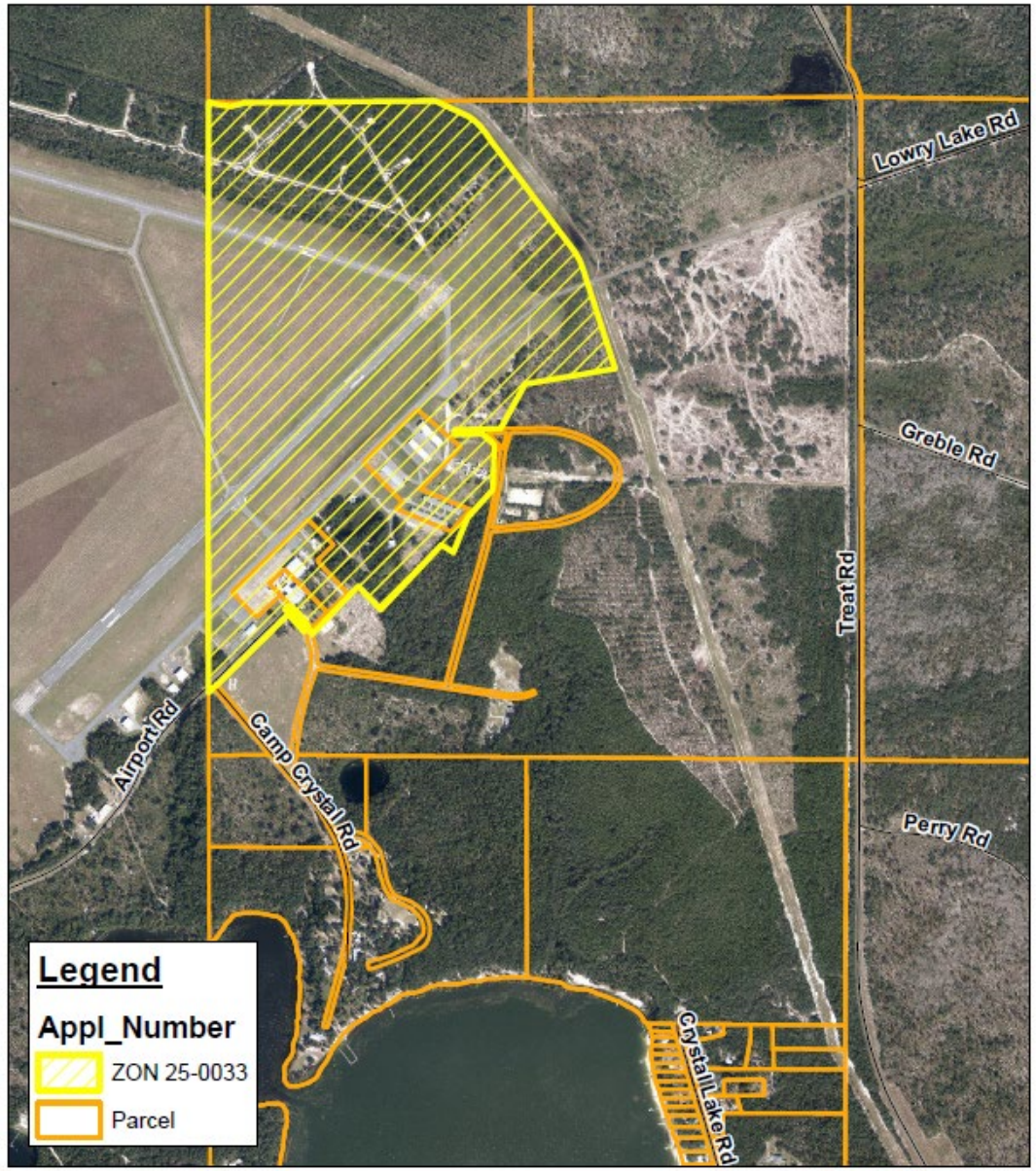
Application Information

Applicant:	Staff Initiated
Location:	Four parcels on the Keystone Airport
Planning District:	Keystone Heights
Commission District:	4 Commissioner Condon
Parcels:	31-07-23-000742-000-00, 31-07-23-000742-003-00,31-07 23-000742-002-00, 31-27-23-000742-001-00

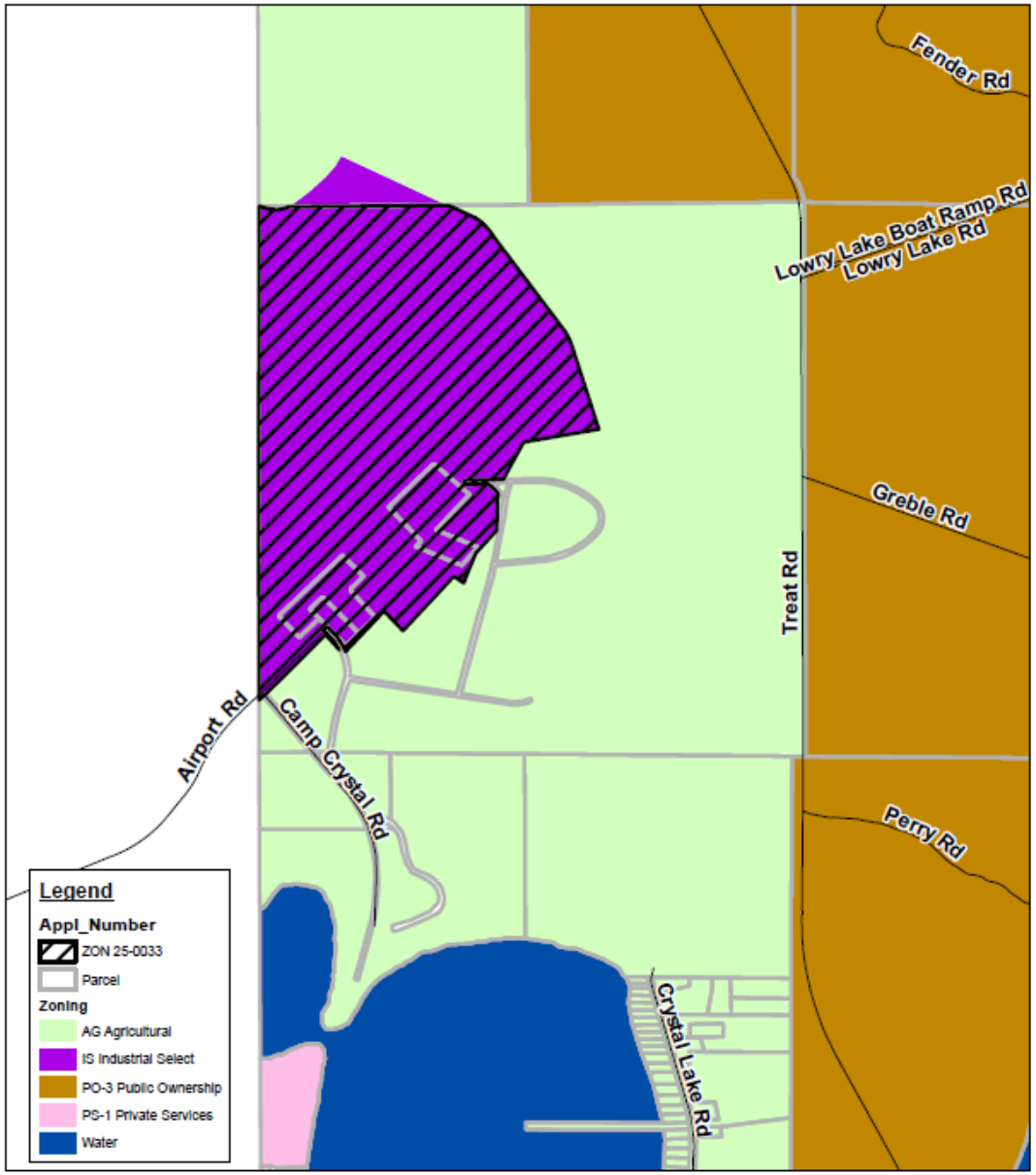
- ZON 25-0033 would make the following Rezoning changes to the property:
  - change all of the Clay County Keystone Airport property from Industrial Select (IS) to Heavy Industrial (IB)



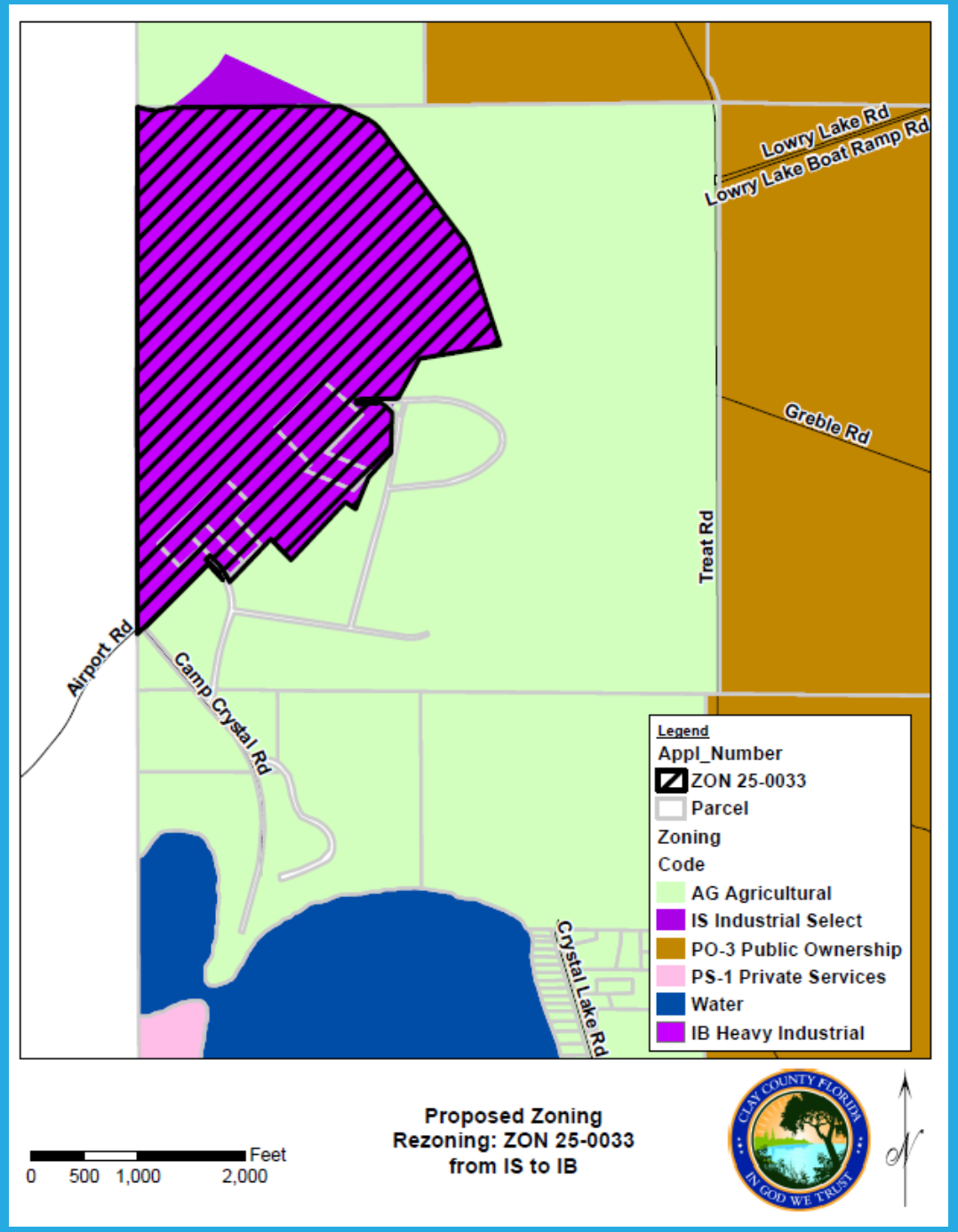
Rezoning: ZON 25-0033
Parcel Map



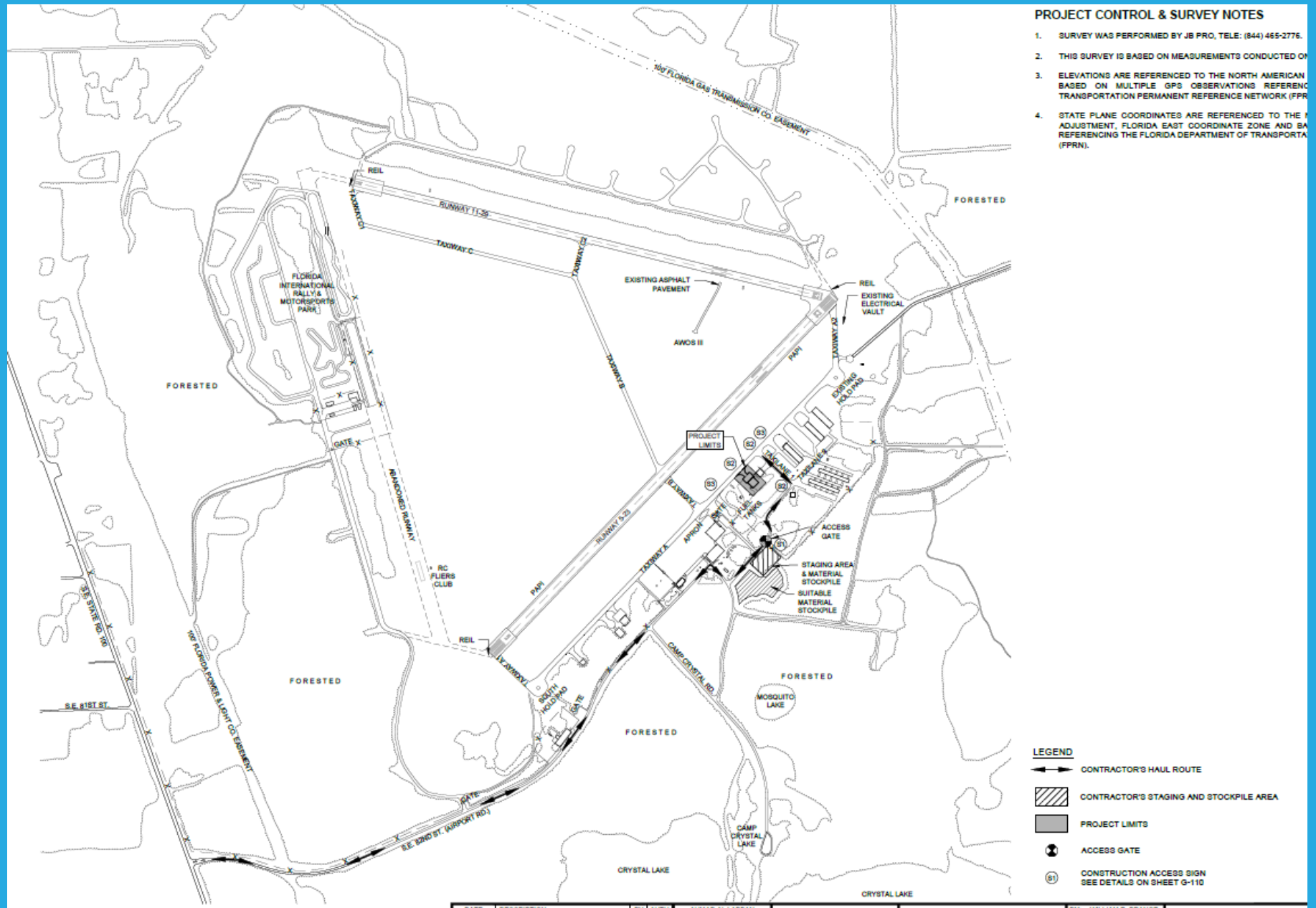
Rezoning: ZON 25-0033
from IS to IB



Existing Zoning
Rezoning: ZON 25-0033
from IS to IB



Proposed Zoning
Rezoning: ZON 25-0033
from IS to IB



PROJECT CONTROL & SURVEY NOTES

1. SURVEY WAS PERFORMED BY JB PRO, TELE: (844) 465-2776.
2. THIS SURVEY IS BASED ON MEASUREMENTS CONDUCTED ON
3. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN BASED ON MULTIPLE GPS OBSERVATIONS REFERENC TRANSPORTATION PERMANENT REFERENCE NETWORK (FPR
4. STATE PLANE COORDINATES ARE REFERENCED TO THE ADJUSTMENT, FLORIDA EAST COORDINATE ZONE AND BA REFERENCING THE FLORIDA DEPARTMENT OF TRANSPORTA (FPRN).

LEGEND

- CONTRACTOR'S HAUL ROUTE
- CONTRACTOR'S STAGING AND STOCKPILE AREA
- PROJECT LIMITS
- ACCESS GATE
- (S1) CONSTRUCTION ACCESS SIGN SEE DETAILS ON SHEET G-110

GRAPHIC SCALE IN FEET
500 0 500 1000

DATE	DESCRIPTION	BY	AUTH
OCT 2025	ISSUE FOR CONSTRUCTION	TSS	AA

AHMAD AL LABBAN

AECOM
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

KEYSTONE AIRPORT 42J HEIGHTS
"Honoring the Past, Embracing the Future"
KEYSTONE HEIGHTS AIRPORT
KEYSTONE HEIGHTS, FLORIDA

PM:	WILLIAM R. PRANGE
DWG. BY:	TSS
CHK. BY:	DGC
DSG. BY:	AA
SCALE:	AS NOTED
PROJECT NO.	60745329

BULK AIRCRA

SHEET TITLE
CONTRACT L

Recommendations

Planning Commission

The Planning Commission heard this item on December 2nd, 2025, and provided a recommendation of approval 7-0.

ZON 25-0033:

Based on the criteria in the Report, Staff finds that the request is consistent with the intent of the Land Development Code and the Clay County Comprehensive Plan and recommends approval of ZON 25-0033.

Questions?

Attachment
“D”
COMP-25-0013
Staff

Large Scale Comprehensive Plan Future Land Use Map Amendment:

COMP 25-0013

(Transmittal Hearing)

Board of County Commissioners
December 9, 2025

Application Information

Applicant: Kimley-Horn & Associates, Inc.

Location: SE corner of CR 315 and CR315A

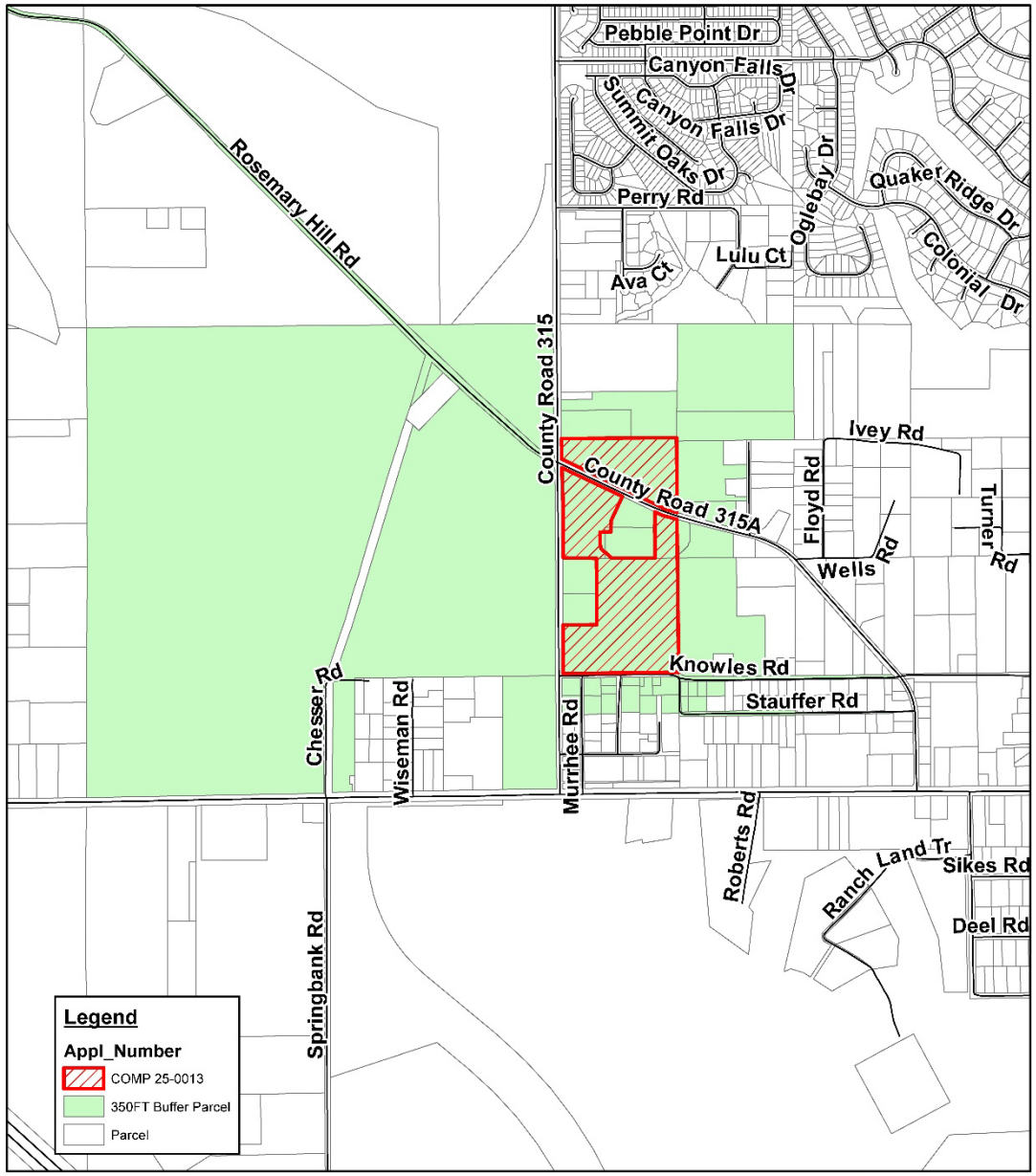
Planning District: Springs District

Commission District: 5 Commissioner Burke

Parcels: 08-06-26-015261-000-00, 08-06-26-015261-003-01, 08-06-26-015261-003-00, and 08-06-26-015261-004-01

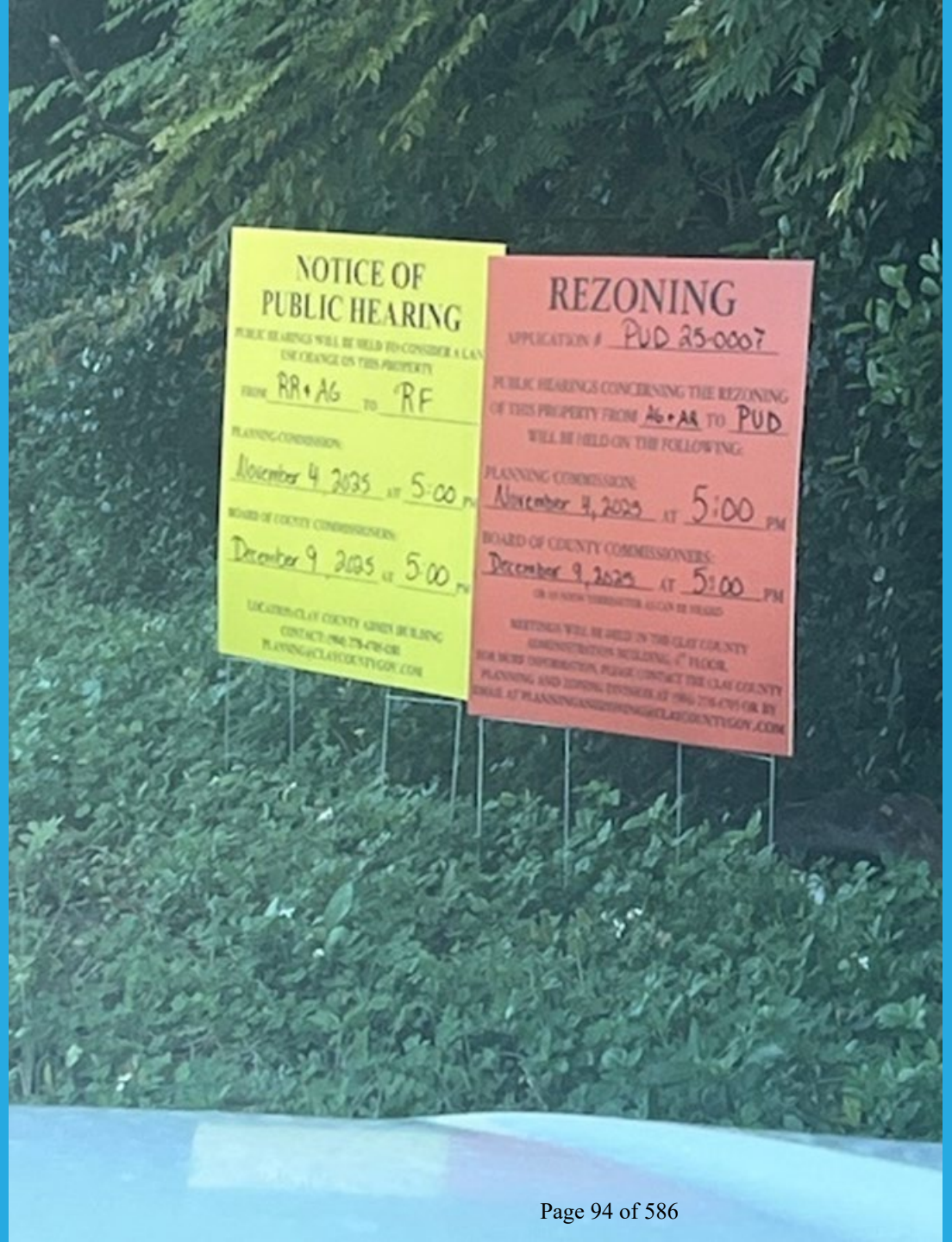
- COMP 25-0013 would change the Future Land Use (FLU) designation from Rural Residential (RR) and Agriculture (AG) to Rural Fringe (RF).

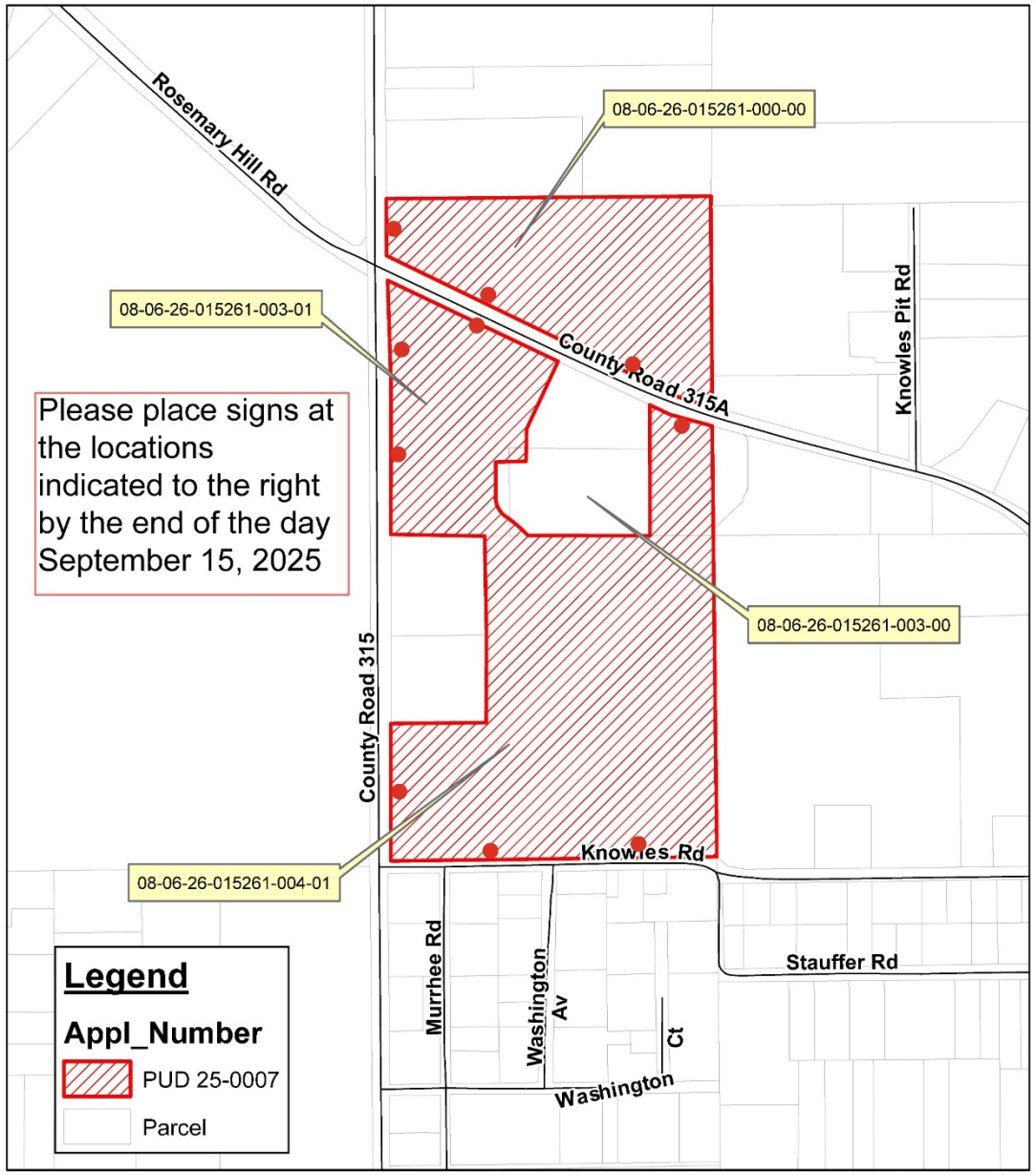
- A companion rezoning application (PUD 25-0007) will be presented with the adoption hearing for COMP 25-0013.



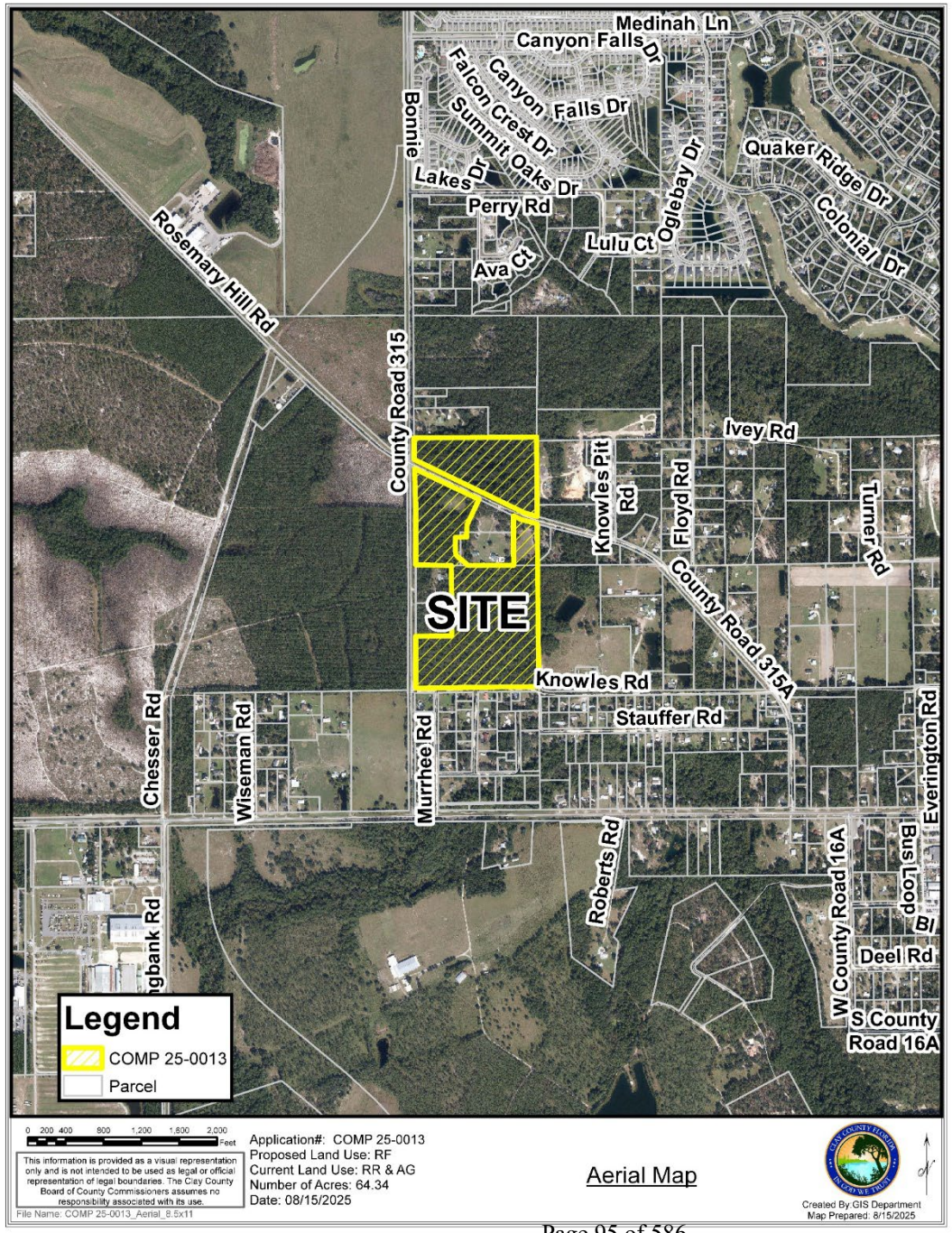
350' Parcel Notifications Map
COMP 25-0013

Feet
0 700 1,400 2,800

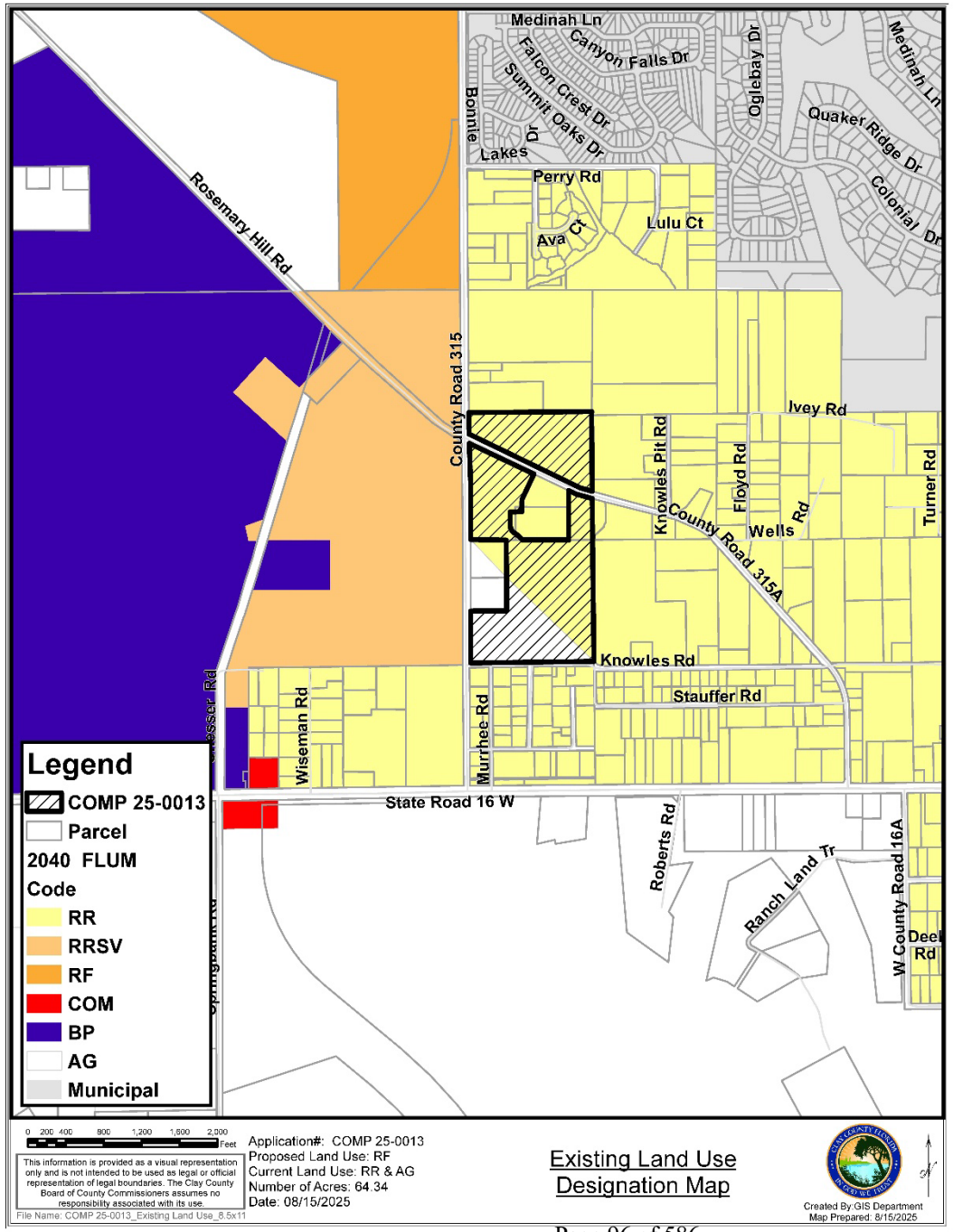


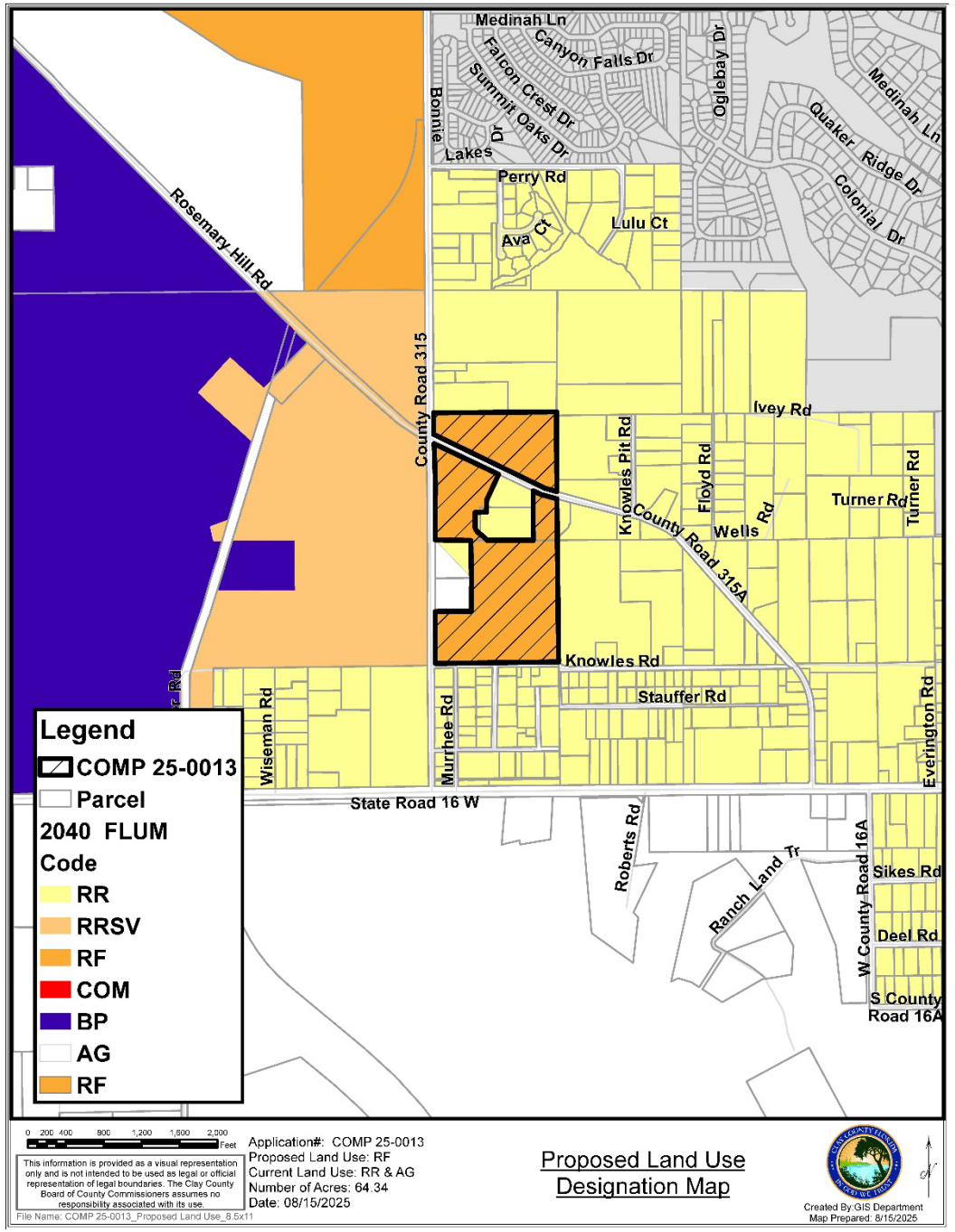


Parcel Location Map
PUD 25-0007


Medinah Ln
Canyon Falls Dr
Falcon Crest Dr
Canyon Falls Dr
Summit Oaks Dr
Lakes Dr
Perry Rd
Lulu Ct
Ava Ct
Oglebay Dr
Quaker Ridge Dr
Colonial Dr
Bonnie
Rosemary Hill Rd
County Road 315
Ivey Rd
Knowles Pit Rd
Floyd Rd
Turner Rd
SITE
County Road 315A
Knowles Rd
Stauffer Rd
Chesser Rd
Wiseman Rd
Murrhee Rd
Everington Rd
Roberts Rd
W County Road 16A
Bus Loop
Deel Rd
S County Road 16A
Legend
COMP 25-0013
Parcel
Application#: COMP 25-0013
Proposed Land Use: RF
Current Land Use: RR & AG
Number of Acres: 64.34
Date: 08/15/2025
Aerial Map
Created By GIS Department
Map Prepared: 8/15/2025


St Johns
Camp Chowenaw Park
Mahama Bluff Rd
County Road 209
River Rd
Cathedral Oak Pkwy
County Road 315
Rivers Rd
Shedd Rd
Wall Rd
Lawton Pl
Shinnecock Ln
Olympic Dr
Orion Rd
N Orange Av
St Johns Av
Oglebay Dr
Colonial Dr
Green Cove Springs
SITE
Rosemary Hill Rd
Ivey Rd
Wells Rd
Knowles Rd
Randall Rd
Paso Fino Rd
N State Road 23
Ron Rd
Kirk St
Forbes St
North St
Gum St
Walnut St
Bay St
S Orange Av
Julia St
Elsie St
Highland Av
Vermont Av
West St
Melrose Av
Cooks Ln
Deel Rd
S County Road 16A
Pearce Blvd
Wildlife Dr
Springbank Rd
North Rd
Rowell Rd
Audubon Av
Jersey Av
Highway 17 S
Kavie Ct
Eaton Rd
Legend
COMP 25-0013
Parks and Conservation Land
Type
State Park
Conservation
Regional Park
State Forest
Camp Blanding
Municipal Boundary
Application#: COMP 25-0013
Proposed Land Use: RF
Current Land Use: RR & AG
Number of Acres: 64.34
Date: 08/15/2025
Area Map
Created By GIS Department
Map Prepared: 8/15/2025


Medinah Ln
Canyon Falls Dr
Falcon Crest Dr
Summit Oaks Dr
Oglebay Dr
Quaker Ridge Dr
Colonial Dr
Bonnie Lakes Dr
Perry Rd
Ava Ct
Lulu Ct
Rosemary Hill Rd
County Road 315
Ivey Rd
Knowles Pit Rd
Floyd Rd
Wells Rd
Turner Rd
County Road 315A
Knowles Rd
Stauffer Rd
Wiseman Rd
Murrhee Rd
State Road 16 W
Roberts Rd
Ranch Land Tr
W County Road 16A
Deel Rd
Legend
COMP 25-0013
Parcel
2040 FLUM Code
RR
RRSV
RF
COM
BP
AG
Municipal
Application#: COMP 25-0013
Proposed Land Use: RF
Current Land Use: RR & AG
Number of Acres: 64.34
Date: 08/15/2025
Existing Land Use Designation Map
Created By:GIS Department
Map Prepared: 8/15/2025


Medinah Ln
Canyon Falls Dr
Falcon Crest Dr
Summit Oaks Dr
Oglebay Dr
Quaker Ridge Dr
Colonial Dr
Bonnie Lakes Dr
Perry Rd
Ava Ct
Lulu Ct
Rosemary Hill Rd
County Road 315
Ivey Rd
Knowles Pit Rd
Floyd Rd
Wells Rd
Turner Rd
County Road 315A
Knowles Rd
Stauffer Rd
Wiseman Rd
Murrhee Rd
State Road 16 W
Roberts Rd
Ranch Land Tr
W County Road 16A
Sikes Rd
Deel Rd
S County Road 16A
Everington Rd
Legend
COMP 25-0013
Parcel
2040 FLUM Code
RR
RRSV
RF
COM
BP
AG
RF
Application#: COMP 25-0013
Proposed Land Use: RF
Current Land Use: RR & AG
Number of Acres: 64.34
Date: 08/15/2025
Proposed Land Use Designation Map
Created By:GIS Department
Map Prepared: 8/15/2025

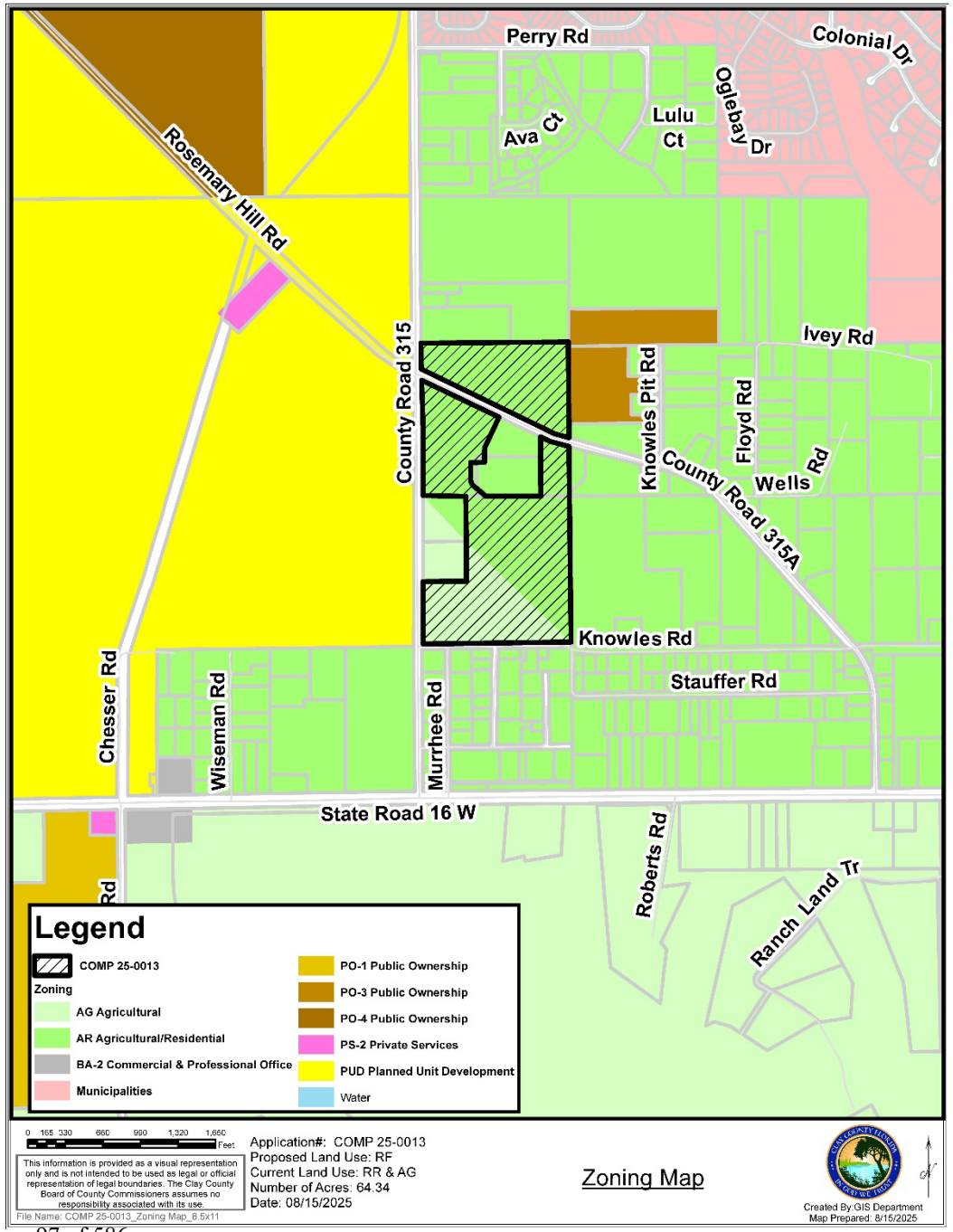
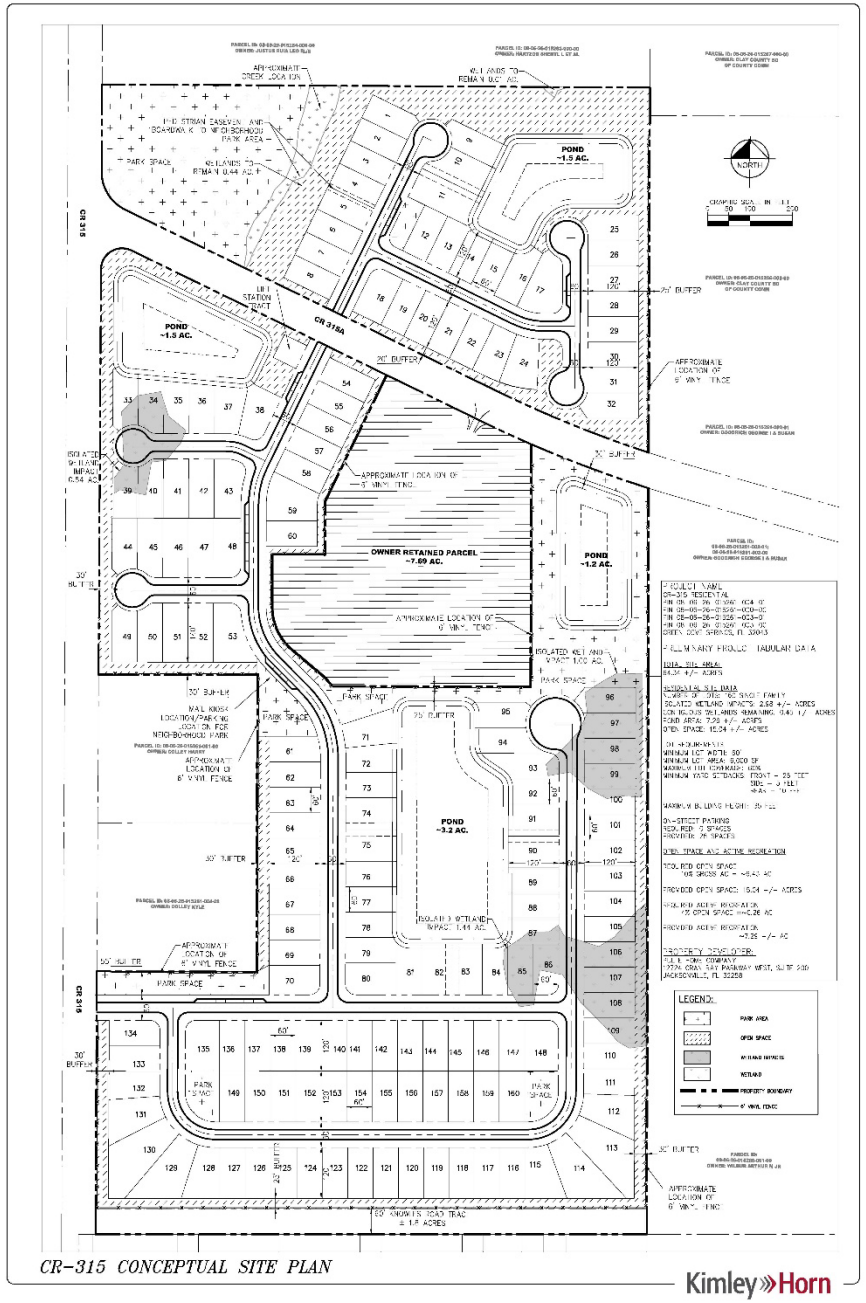

Perry Rd
Colonial Dr
Oglebay Dr
Lulu Ct
Ava Ct
Rosemary Hill Rd
Ivey Rd
County Road 315
Knowles Pit Rd
Floyd Rd
Wells Rd
County Road 315A
Knowles Rd
Stauffer Rd
Chesser Rd
Wiseman Rd
Murrhee Rd
State Road 16 W
Roberts Rd
Ranch Land Tr
Legend
COMP 25-0013
Zoning
AG Agricultural
AR Agricultural/Residential
BA-2 Commercial & Professional Office
Municipalities
PO-1 Public Ownership
PO-3 Public Ownership
PO-4 Public Ownership
PS-2 Private Services
PUD Planned Unit Development
Water
0 165 330 660 990 1,320 1,650
Feet
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.
File Name: COMP 25-0013_Zoning Map_8.5x11
Application#: COMP 25-0013
Proposed Land Use: RF
Current Land Use: RR & AG
Number of Acres: 64.34
Date: 08/15/2025
Zoning Map
Created By:GIS Department
Map Prepared: 8/15/2025

Exhibit "B-2"



CR-315 CONCEPTUAL SITE PLAN

Kimley»Horn

Proposed PUD

Proposed Use: 160 lot single-family home subdivision

Existing vs. Proposed regulations:	AR Zoning	PUD Zoning
Density Allowed	1 unit/acre	3 units/acre
Density Proposed		2.48 units/acre
Minimum Lot Width	100 feet	60 feet
Front Setback	30 feet	25 feet
Rear Setback	35 feet	10 feet

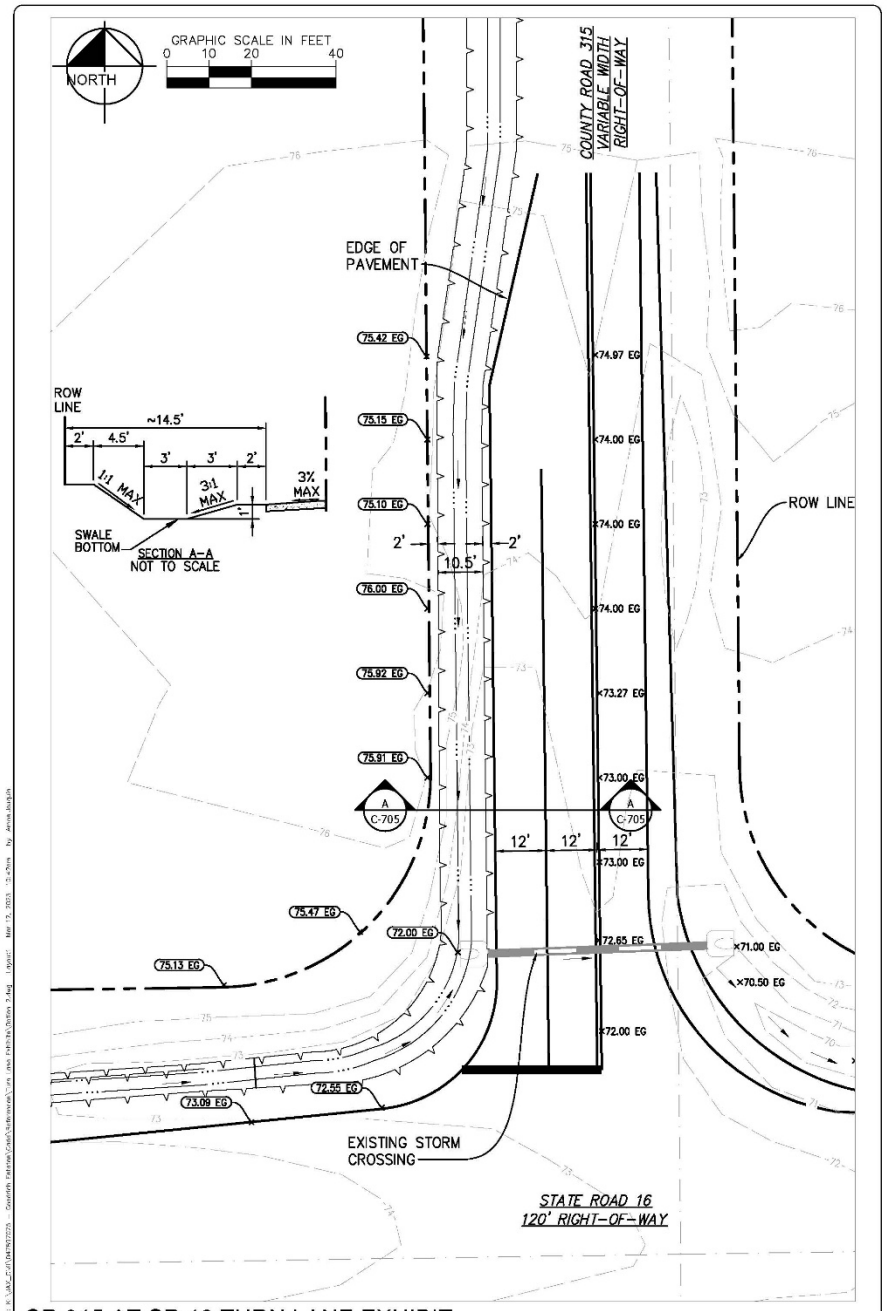
Proposed PUD

Additional improvements:

- The applicant proposes to deed a 60-foot-wide portion across the southern portion of the subject property to the County for the continued use of the dirt roadway known as Knowles Road. This is important as at present the portion of Knowles Road from CR 315 to Stauffer Road lies on the applicant's property.

• Visitor Parking	not required	28 spaces
• Perimeter Buffer (adjacent to residential)	not required	25-30 feet
• Right of Way Buffer	10 feet	20-30 feet
• Recreation/Open Space	6.4 acres	15 acres

- The applicant proposes to design and construct a southbound right turn lane on CR 315 for motorists turning west onto Highway 16. A separate exhibit is provided depicting this improvement.



CR 315 AT SR 16 TURN LANE EXHIBIT

Kimley»Horn

Prior Action

On October 8, 2025, the Springs CAC voted 6-0 to recommend denial of both items.

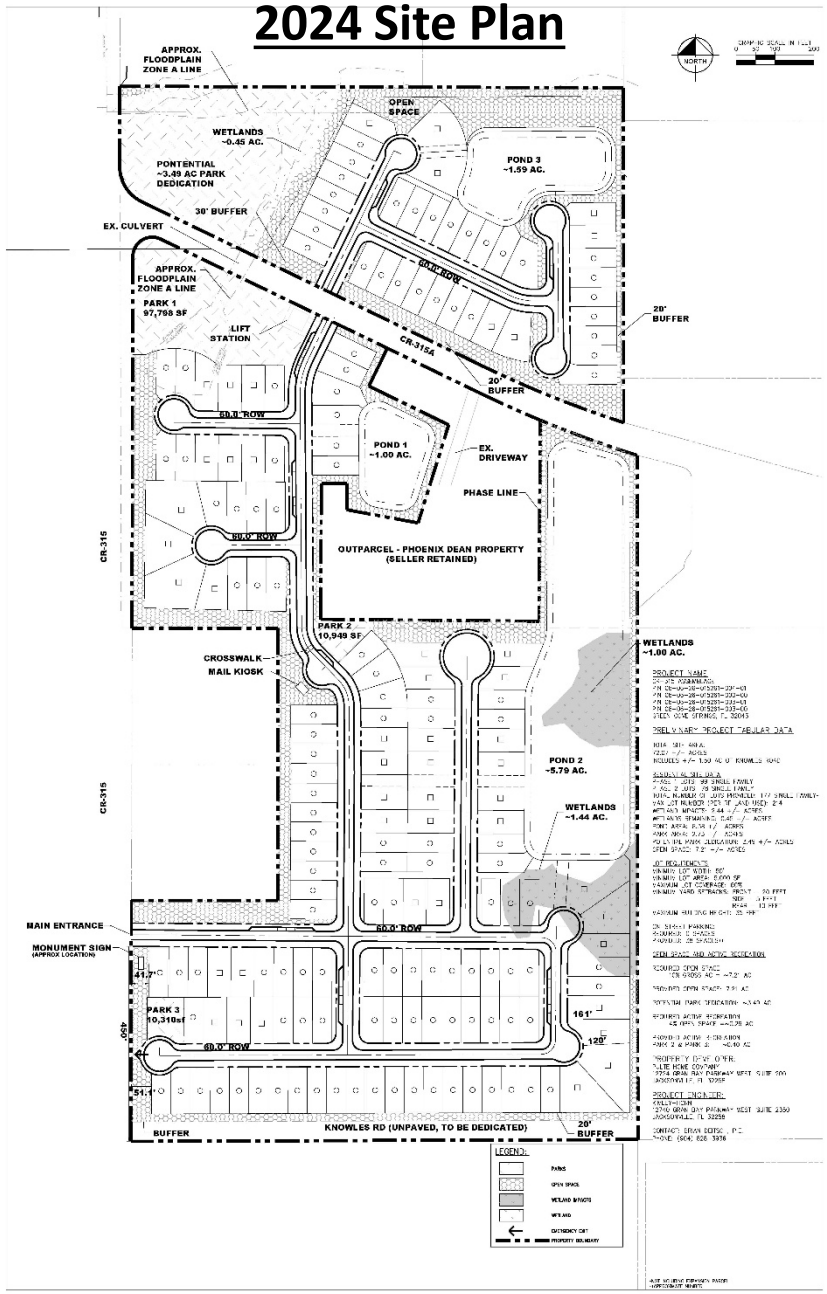
On November 4, 2025, the Planning Commission voted 5-3 to recommend approval of both items.

Recommendations

COMP 25-0013

Staff finds that the criteria for the Comprehensive Plan Amendment have been met and recommends for the Transmittal of COMP 25-0013.

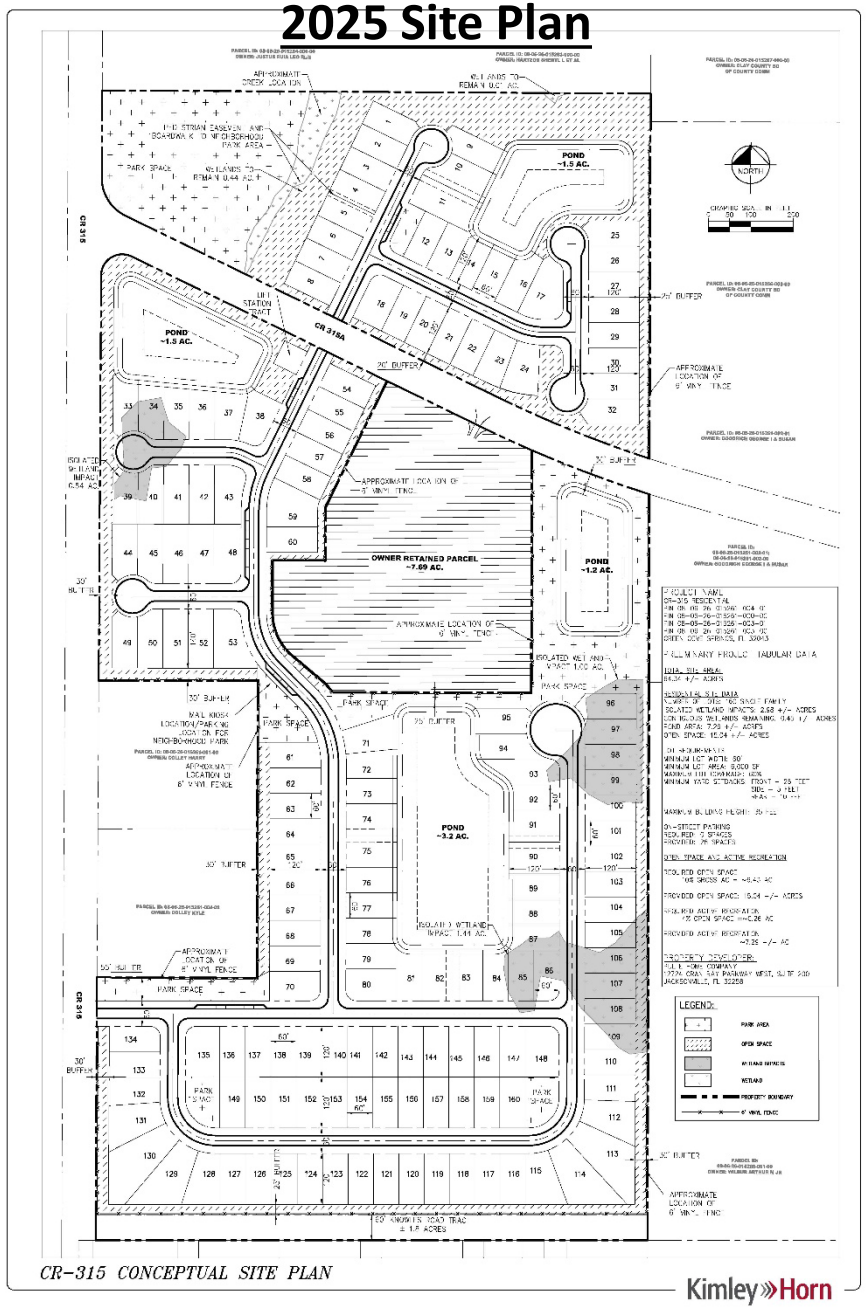
2024 Site Plan



Kimley»Horn

Exhibit "B-2"

2025 Site Plan



CR-315 CONCEPTUAL SITE PLAN

Kimley»Horn

Attachment
“E”
COMP-25-0013
Applicant









CR 315 Residential

(CPA 2025-0013)

Clay County BOCC
December 9, 2025

Project Team

Kimley Horn & Associates Planning	Kimley Horn & Associates Engineering/Transportation	Pulte Homes Project Builder
Mark Shelton, AICP Senior Urban Planner	**Bill Schilling, P.E.** Civil Engineer / Transportation Planner	**Garrett Queener** Land Planning & Entitlements Manager

Existing + Proposed Land Use

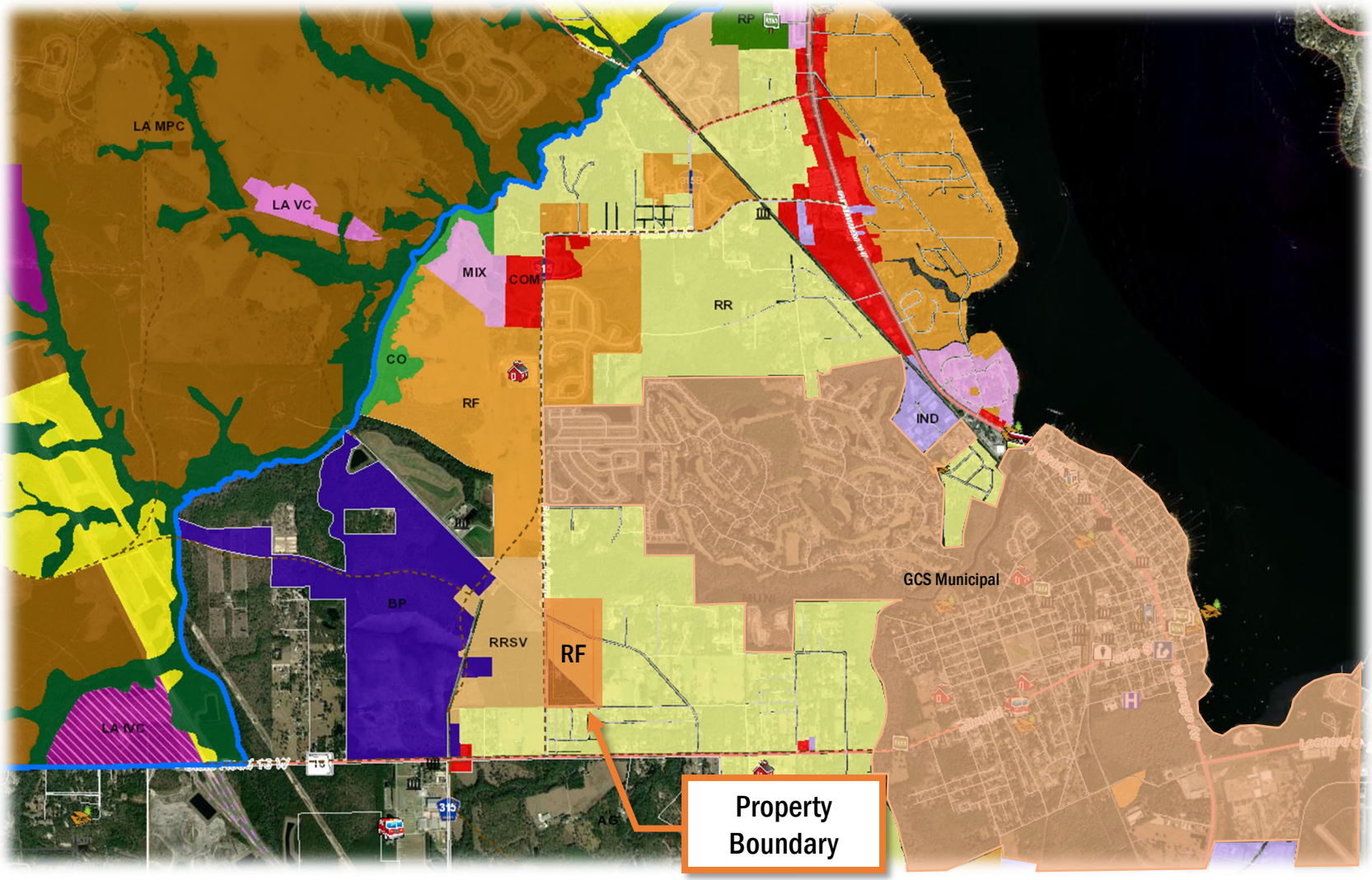
Property Size: +/- 64.3 acres

Existing Land Use Category:

- Rural Residential (RR) (48.4 ac)
- Agriculture (AG) (15.9 ac)

Proposed Land Use Category:

- Rural Fringe (RF)



Existing + Proposed Zoning

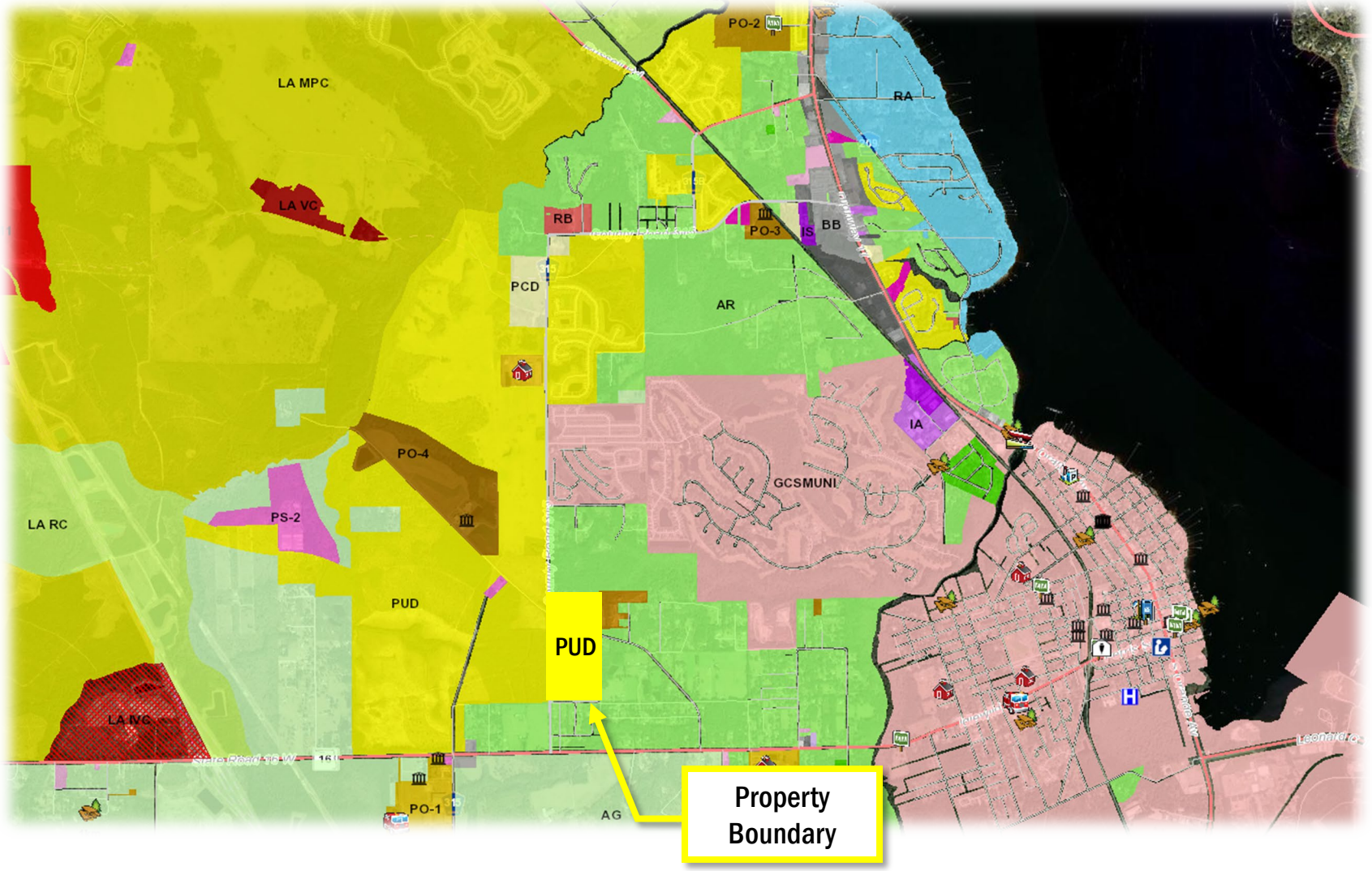
Property Size: +/- 64.3 acres

Existing Zoning Category:

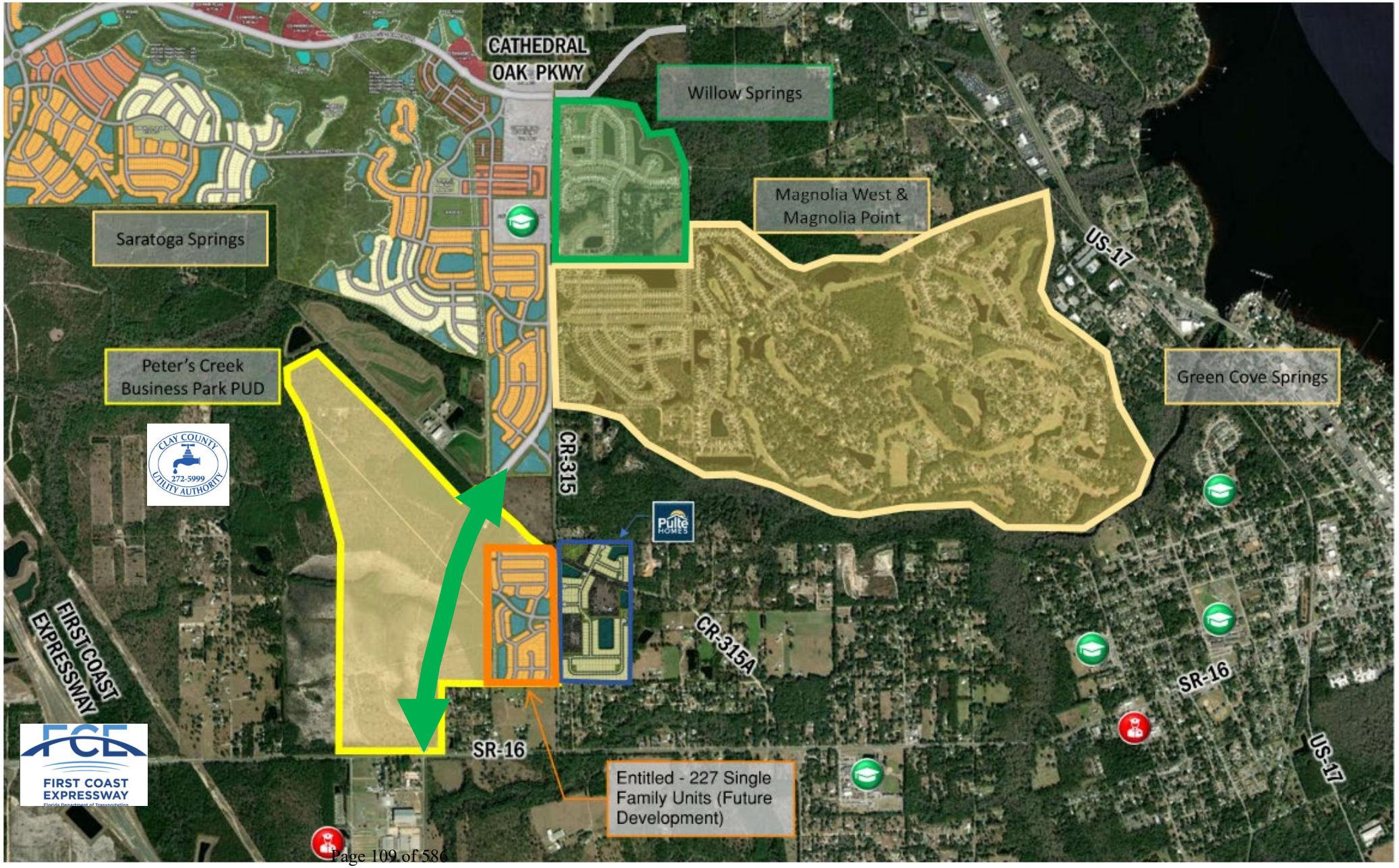
- Agriculture Res. (AR) (48.4 ac)
- Agriculture (AG) (15.9 ac)

Proposed Zoning Category:

- Planned Unit Dev. (PUD)



Site Location



Community Outreach

- Pulte Homes conducted extensive community outreach between March and June of 2025 prior to refiling applications.
- Communicated and requested feedback from neighbors via:
  - Email
  - Text
  - Phone
  - In person meetings
  - Community Open House
    - June 30, 2025





March 31, 2025

Dear Mr. and Mrs. Goodrich,

My name is Garrett Queener, and I am a project manager for Pulte Homes, and took over a project known as "Goodrich Estates" at the end of last year.

I understand that you own property located at **3776 County Road 315A** adjacent to the previously proposed development. I also understand as part of the previous zoning request; you may have offered commentary regarding the proposed development of the property which borders yours. Pulte maintains a desire to work with the neighboring property owners to allow them to sell their property, and for the property to be developed.

As part of my efforts in taking a fresh look at this project, I would appreciate the opportunity to meet you in person and discuss your comments, questions, and concerns associated with development near your property. I am happy to meet you at your property, or somewhere convenient for you to discuss these items and simply try to bring the decent humanity I was raised with to a situation that I recognize can be emotional for everyone involved. I do genuinely value the concerns folks have regarding new development and would sincerely appreciate the opportunity to review the details of this project together with you.

For convenience, I have delivered this same inquiry to the email address I obtained through public records from the previous zoning proposal. Please feel free to let me know what meeting times may be convenient for you and I will make myself available. You can reach me at garrett.queener@pulte.com, or at my cell phone [redacted] I look forward to speaking with you soon.

Sincerely,

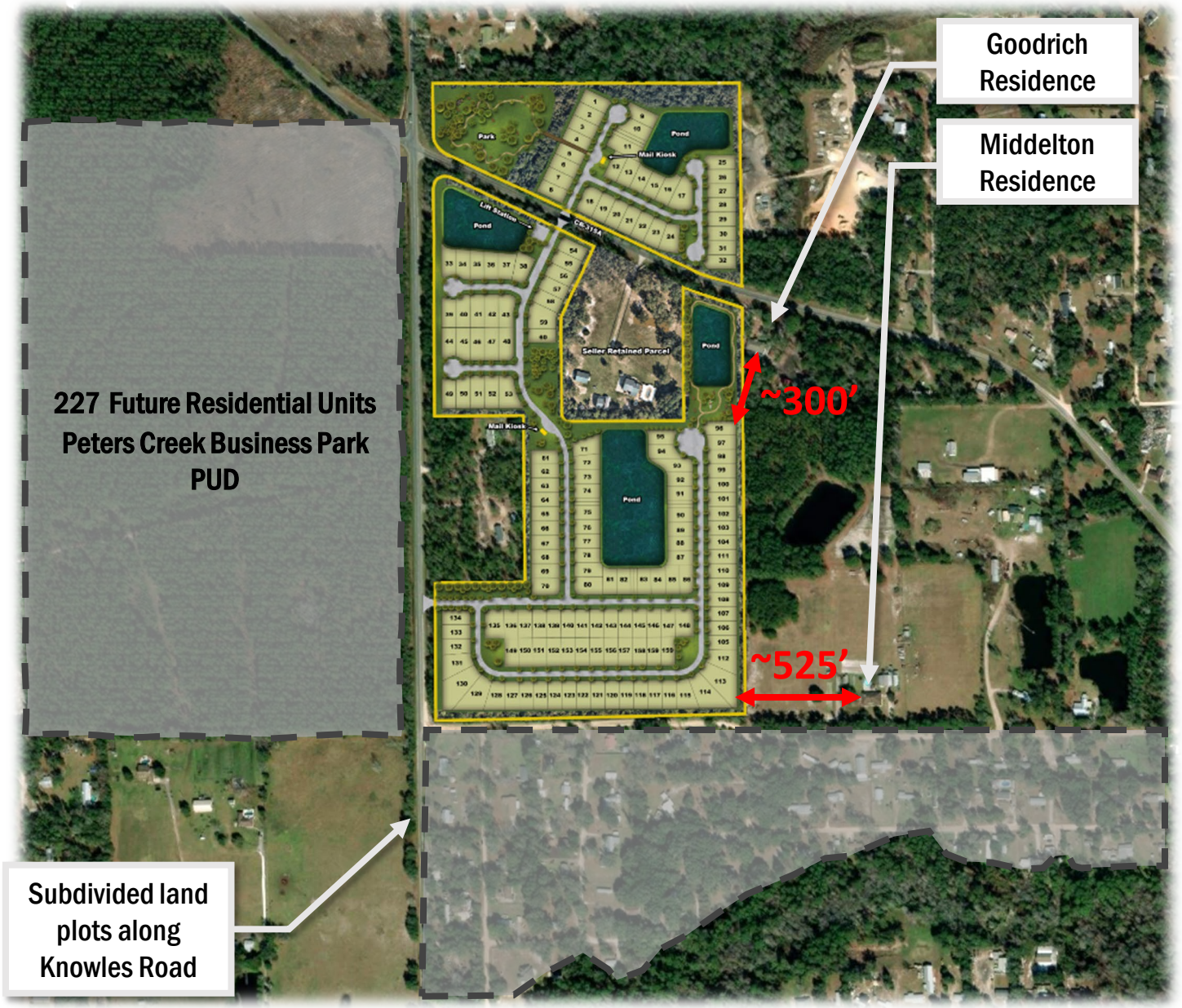
Garrett Queener
Manager of Land Planning and Entitlements
Pulte Homes – Northeast Florida

Site Plan and Compatibility

Plan Details
- Maximum 160 Homes (25% reduction)
- Lot Widths – Min. 60’ (was 50’)

Land Use + Density
- Rural Fringe max: **3 units/ac**
- Proposed: **2.5 units/ac**

Major Plan Changes
- **Added** 2 large community parks **(23%)**
- **Increased** buffers
- **Reduced** development size
- **Relocated** ponds off boundary
- **Constructing** right turn lane @ SR16



Infrastructure Improvements

1. **Cathedral Oaks Parkway:** 3.3-mile divided 2-lane road w/sidewalk and bike lanes, connects SR-17/Green Cove Springs to FCE **(~$43.2M)**

2. **First Coast Expressway:** 46-mile multilane expressway increases connectivity to Duval and St. Johns counties, adds major transportation capacity to the region, driving job and population growth. **(~$2B)**

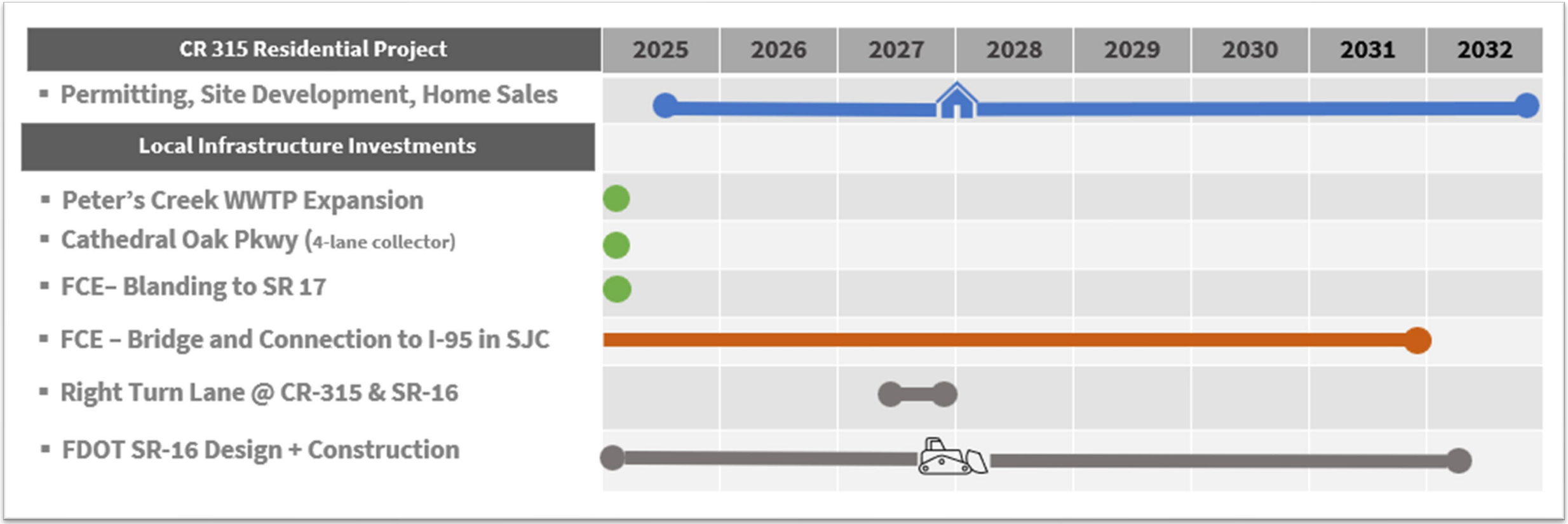
3. **CCUA Utility Improvements:** Peter's Creek Water Reclamation Facility, expanding wastewater-treatment capacity to 1.5 Million Gallons Per Day, to support future development within the area. **(~$55.1M)**

4. **SR-16 Widening:** Expanding SR-16 to a 4-lane section from FCE to Fairgrounds, currently in design as a priority project.

5. **Clay Dairy Pkwy (315 Realignment):** Green Cove Springs bypass to access current and future developments, significantly reducing traffic on CR 315 and SR-17.



Infrastructure Improvements



Construction of Turn Lane at CR 315 and SR 16

- FDOT recommends ***"The county consider constructing a right turn lane on SB CR 315 at SR 16."***

- Traffic counts collected by FDOT and Kimley-Horn identifies that **~70%+ of SB vehicles at the intersection take a right turn onto SR-16 westbound.**

- Traffic counts collected after opening of Cathedral Oaks Pkwy and First Coast Expressway already show a **significant reduction in SB traffic at intersection of 315 and 16**

- **Construction of turn lane significantly reduces delay** for majority of SB drivers on County Road 315.



SCRL Date 03/26/2024

Extended to March 25, 2028

SCHOOL BOARD CONCURRENCY RESERVATION LETTER (SCRL)

Project Name: Goodrich Estates (177 sf)
Property Address: Parcel: 015261-000-00, 015261-003-00, 015261-004-01,C3725 and 3750 CR 315 A, GCS, FL 32043
Owner/Developer: Kimley Horn and Associates, 12740 Gran Bay Pkwy, Ste. 2350 Jax, FL 32258
Blair Knighting
Clay County CRC number: SCRC # 2024000006

Dwelling Type	Dwelling units	Impact Fee	Impact Fee extended	Student Generation Rate: Ed Fac Plan 2023-2028			
Single Family	177	$7,913	$515,601	0.256	0.081	0.158	
Multi Family		$3,629	$1,324,585	0.105	0.021	0.063	

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) ANALYSIS

School	School Capacity (FISH)	LOS Capacity (110%)	Students Enrolled (Oct. 23)	Reserved Plus Contiguous Service Area	Available Capacity	Project's Impact	Seats to Mitigate	Bus required
Spring Park ES	859	945	673	616	N	46	46	Y
Green Cove JH	930	1023	790	281	N	15	15	Y
Clay HS	1935	2129	1709	706	N	28	28	Y

CONTIGUOUS SCHOOL CONCURRENCY SERVICE AREA (CSCSA)

School	School Capacity (FISH)	LOS Capacity (110%)	Students Enrolled (Oct. 23)	Reserved Plus Contiguous Service Area	Available Capacity	Project's Impact	Seats to Mitigate	Bus required
Paterson ES	1105	1216	688	60	Y	46	0	Y
Lake Asbury JH	1353	1488	994	435	Y	15	0	Y
Fleming Isl HS	2408	2649	1864	230	Y	28	0	Y

School Capacity is based on the School Concurrency Service Area (SCSA) or one or more Contiguous Concurrency Service Areas (CSCSA). No capacity is available in the SCSA. Capacity is available in the CSCSA. Capacity figures from the table above will be reflected in subsequent updates to each school Development Review Table. SCRC expiration terms- For single family uses, a preliminary plat has not been approved by the Planning Commission within six months (Sep 25, 2024) of CRC issuance or a final plat has not been approved by the Board and recorded in the public records within twenty-four months (March 25, 2026) of CRC issuance.

Lance Addison
Coordinator; Planning and Intergovernmental Relations
Facility Planning and Construction
Clay County District Schools
Ph: (904) 336-6852 e-mail: lance.addison@myoneclay.net

Extended to March 25, 2028
Section 252.363 - Hurricane Debby

Extended by Paul Bement
9/6/2024

School Concurrency Reservation

- **160 SF Units generate:**
  - 41 Elementary Students
  - 13 Junior High Students
  - 26 High School Students

Staff Findings

1. Land Use Amendment **recommended for approval by Staff**

2. "The **subject property is located in an area transitioning from rural to suburban character** and will be a similar density to that which has been approved on the parcel at the northwest corner of CR 315/CR 315A"

3. "Residential development on the subject parcel will be able to benefit from the recently completed Cathedral Oak roadway to the north and the adjoining commercial development that will follow."

4. "The Agriculture district boundary (on this site) is illogically drawn as it cuts across the subject parcel in a diagonal line which serves no apparent purpose"

5. "The **proposed rezoning is compatible** with the objectives and policies of the Rural Fringe Future Land Use proposed in the Comprehensive Plan Amendment"

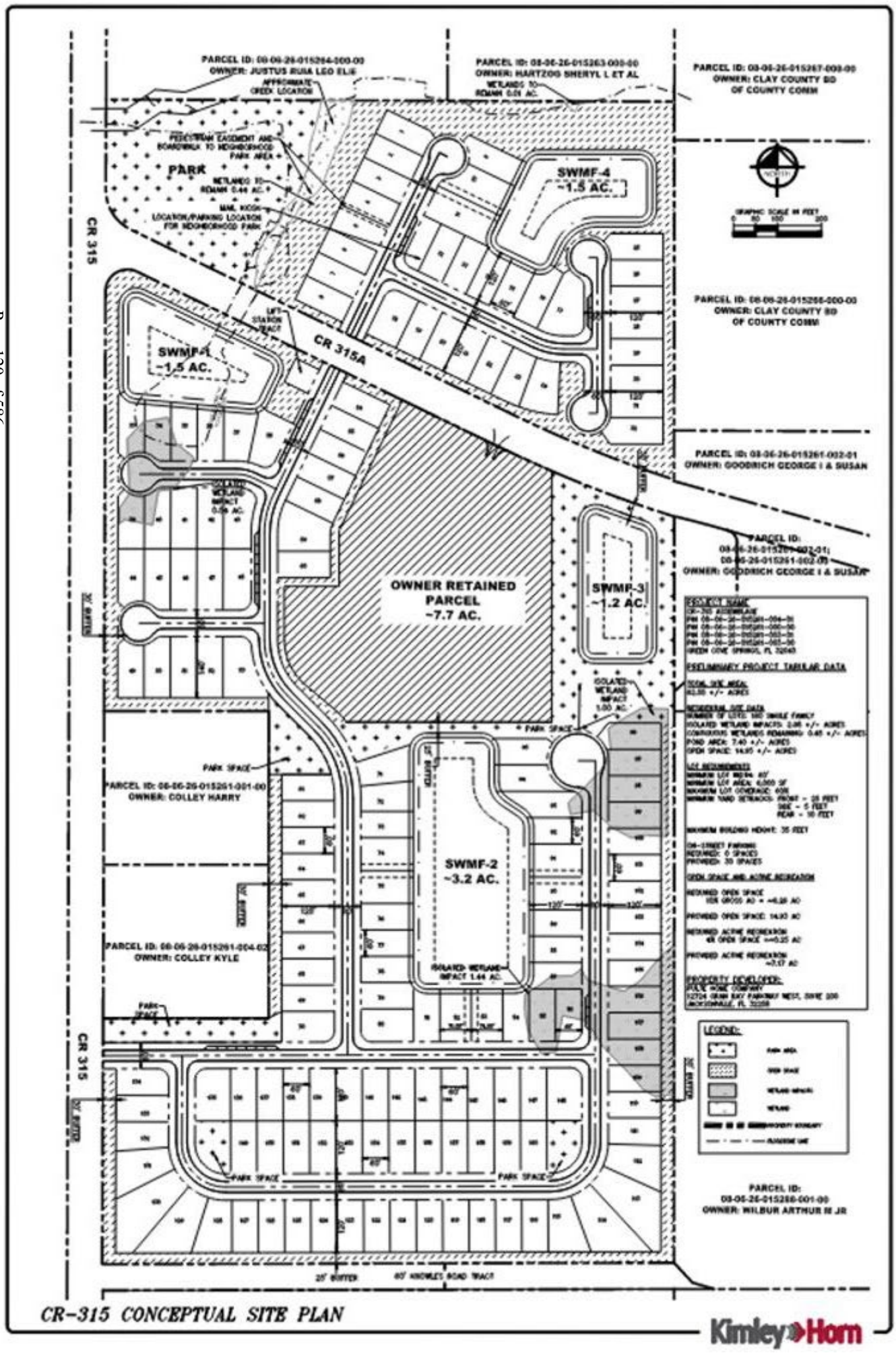
Summary

1. **Planning Commission recommended for approval 5-3**
2. **Project revised based on community feedback,** reduced and enhanced development proposal/density
3. **Project is compatible** with infrastructure timing and with existing and future residential in the immediate area
4. Proposes **funding and construction of a turn lane at CR 315/SR 16** in addition to $1.2M of Mobility Fees due
   - Mobility Fees are assessed to ensure new development "contributes its fair share" "mitigating effects of new growth."
5. **Traffic along CR 315 at SR-16 has already decreased** since the opening of FCE and Cathedral Oaks (Traffic counts show **~35% reduction in the AM, ~20% reduction in PM**)
6. **315 realignment will largely eliminate bypass traffic on 315,** and will revert to local residential road
7. **Project has School Concurrency reservation at all three levels**

Questions

Kimley Horn & Associates Planning	Kimley-Horn and Associates Civil Engineering/Transportation	Pulte Homes Project Builder
Mark Shelton, AICP Senior Urban Planner	**Bill Schilling, P.E.** Civil Engineer / Transportation Planner	**Garrett Queener** Land Planning & Entitlements Manager

Reference Only


PARCEL ID: 08-06-26-015264-000-00
OWNER: JUSTUS RUIA LEO ELIE
PARCEL ID: 08-06-26-015263-000-00
OWNER: HARTZOG SHERYL L ET AL
PARCEL ID: 08-06-26-015267-000-00
OWNER: CLAY COUNTY BD OF COUNTY COMM
PARCEL ID: 08-06-26-015266-000-00
OWNER: CLAY COUNTY BD OF COUNTY COMM
PARCEL ID: 08-06-26-015261-002-01
OWNER: GOODRICH GEORGE I & SUSAN
PARCEL ID: 08-06-26-015261-001-00
OWNER: COLLEY HARRY
PARCEL ID: 08-06-26-015261-004-02
OWNER: COLLEY KYLE
PARCEL ID: 08-06-26-015286-001-00
OWNER: WILBUR ARTHUR M JR
PARK
SWMF-1 ~1.5 AC.
SWMF-2 ~3.2 AC.
SWMF-3 ~1.2 AC.
SWMF-4 ~1.5 AC.
OWNER RETAINED PARCEL ~7.7 AC.
CR 315
CR 315A
PARK SPACE
25' BUFFER
60' KNOWLES ROAD TRACT
LEGEND:
CR-315 CONCEPTUAL SITE PLAN
Kimley»Horn

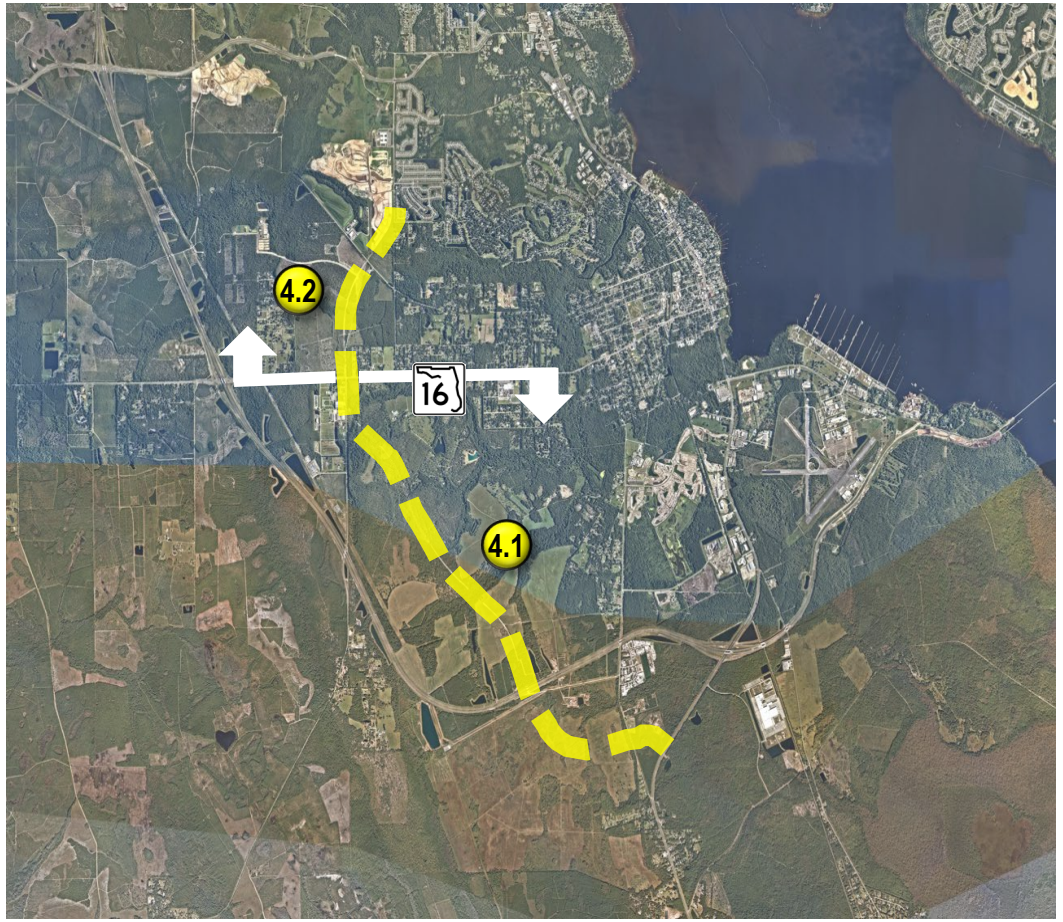
Clay Dairy Parkway (CR-315 Realignment)

South of SR-16 (Governors Park) (4.1)

- Portions of Right of Way already in place
- Permitting in process for portion from US-17 to FCE
- Utilities installed within future ROW areas
- Entire length required to be constructed no later than Phase III of Governors Park

North of SR-16 (Peters Creek Business Park) (4.2)

- Timing triggers in PUD allow Phase I of Business park to begin upon opening of FCE + Cathedral Oaks.
- Phase I allows for industrial, warehousing, residential, realignment of CR 315



Plan Revisions

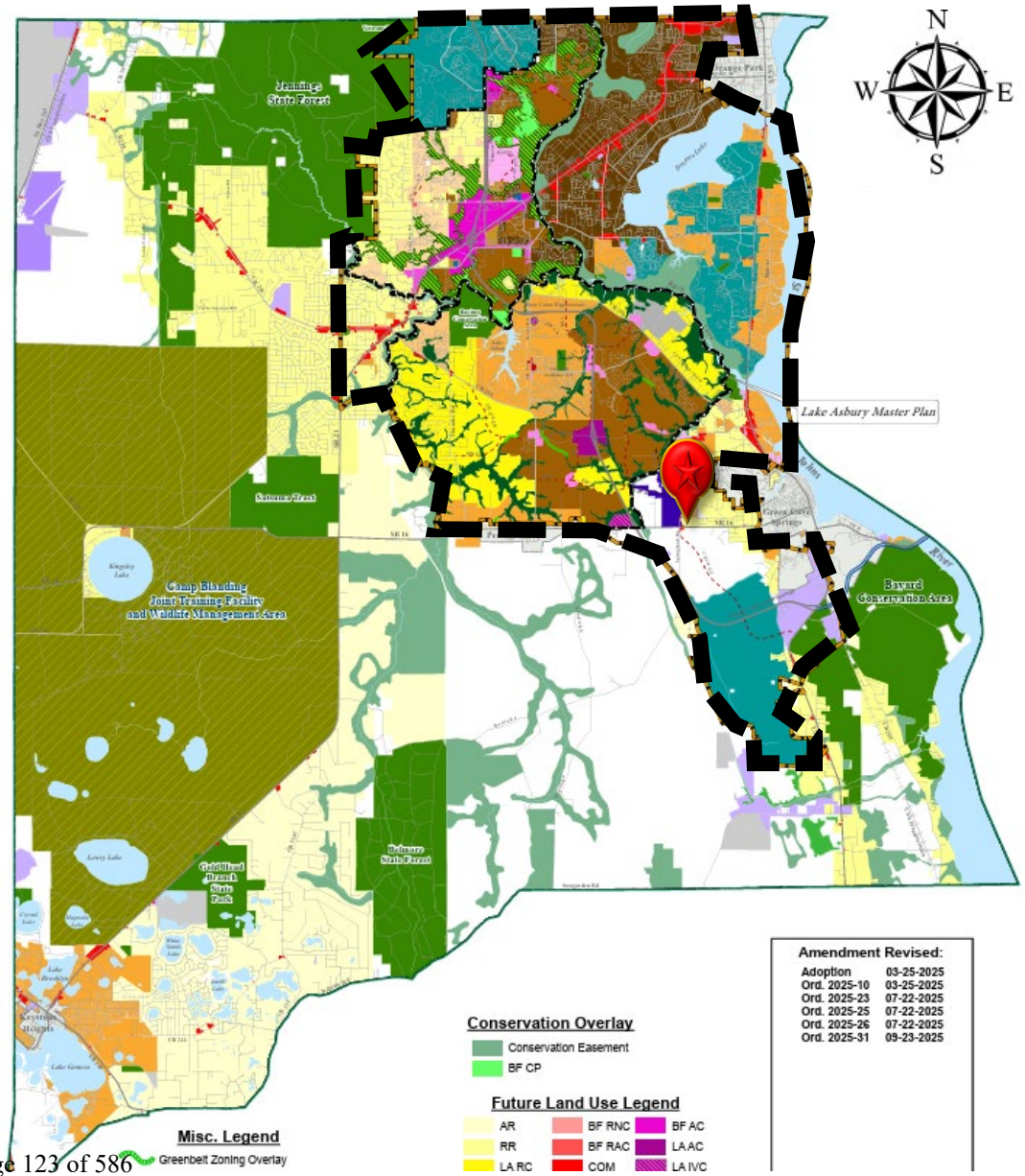
Old Plan



New Plan



Clay County


N
W
E
S
Jennings State Forest
Lake Asbury Master Plan
Camp Blanding Joint Training Facility and Wildlife Management Area
Goldhead Branch State Park
Belmore State Forest
Bayard Conservation Area
Amendment Revised:
Adoption 03-25-2025
Ord. 2025-10 03-25-2025
Ord. 2025-23 07-22-2025
Ord. 2025-25 07-22-2025
Ord. 2025-26 07-22-2025
Ord. 2025-31 09-23-2025
Conservation Overlay
Conservation Easement
BF CP
Future Land Use Legend
AR
RR
LA RC
BF RNC
BF RAC
COM
BF AC
LA AC
LA IVC
Misc. Legend
Greenbelt Zoning Overlay

Plan Revisions

Old Plan

Development/Property Size

- *Total Project Size:* ***72.1 Acres***
- *Open Space/Park Area:* ***7.2 Acres (10%)***
- *Active Recreation:* ***0.4 Acres***

Lot Count/Size

- *Max Lot Count:* ***214 Units (3.0 units/acre)***
- *Minimum Lot Width:* ***50'***

Buffers

- *Width:* ***10/20 feet***
- *Screening:* ***Minimum Plantings***

Offsite Infrastructure

- ***$300k cash funding*** *of right turn lane at CR 315/SR-16*

New Plan

Development/Property Size

- *Total Project Size:* ***64.3 Acres***
- *Open Space/Park Area:* ***15.0 Acres (23%)***
- *Active Recreation:* ***7.29 Acres***

Lot Count/Size

- *Max Lot Count:* ***160 Units (2.5 units/acre)***
- *Minimum Lot Width:* ***60'***

Buffers

- *Width:* ***20/30 feet***
- *Screening:* ***Fencing/Type A Screening***

Offsite Infrastructure

- ***Up front construction*** *of right turn lane at CR 315/SR-16*

CR 315 at SR 16 Intersection – AM Peak Hour

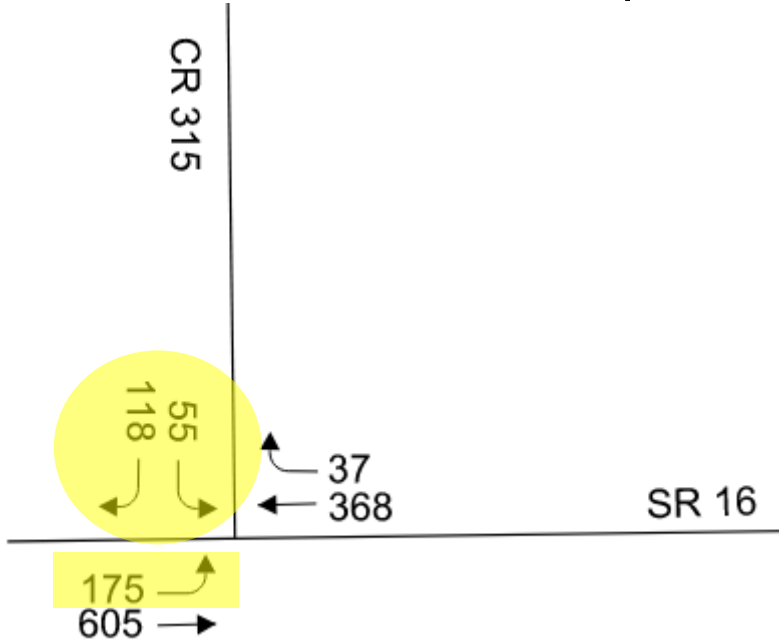
- Since opening of First Coast Expwy and Cathedral Oaks Pkwy, intersection has seen a significant trip reduction

- SB AM Peak hour trips have reduced by ~36%

- EB Left AM Peak Hour trips have reduced by ~57%

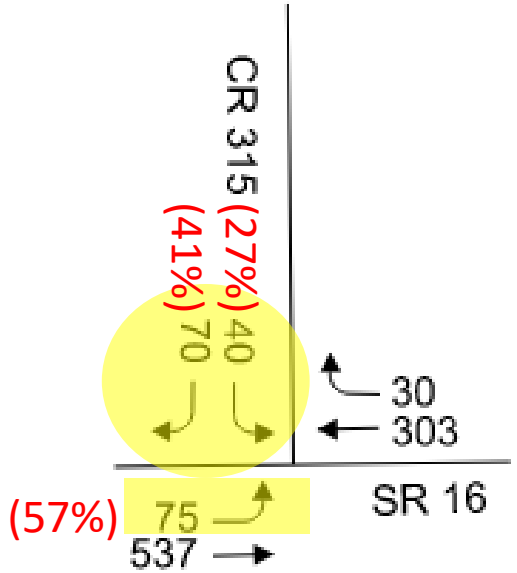
Fall 2024 Data

173 AM Peak Hour SB Trips



Fall 2025 Data

110 AM Peak Hour SB Trips

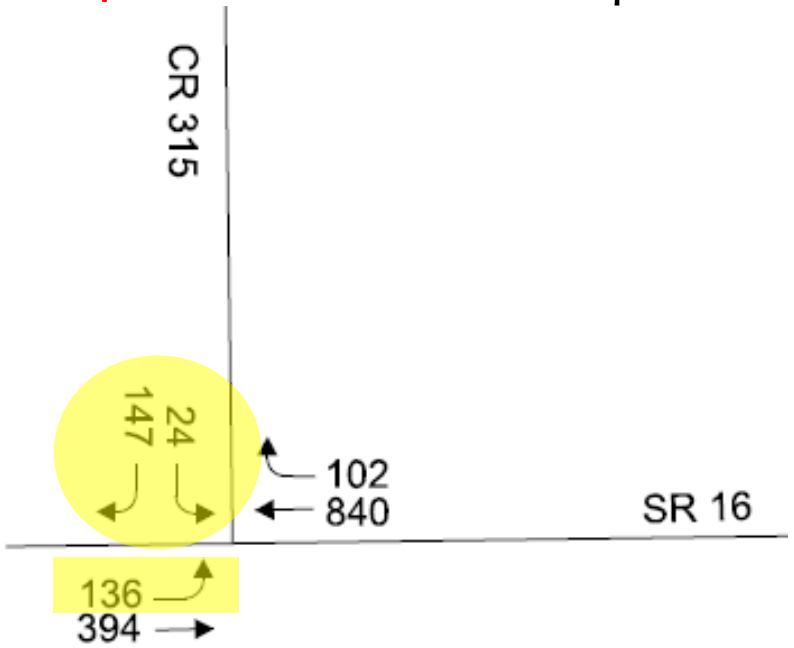


CR 315 at SR 16 Intersection – PM Peak Hour

- Since opening of First Coast Expwy and Cathedral Oaks Pkwy, intersection has seen a significant trip reduction
- SB PM Peak hour trips have reduced by ~19%
- EB Left PM Peak Hour trips have reduced by ~33%

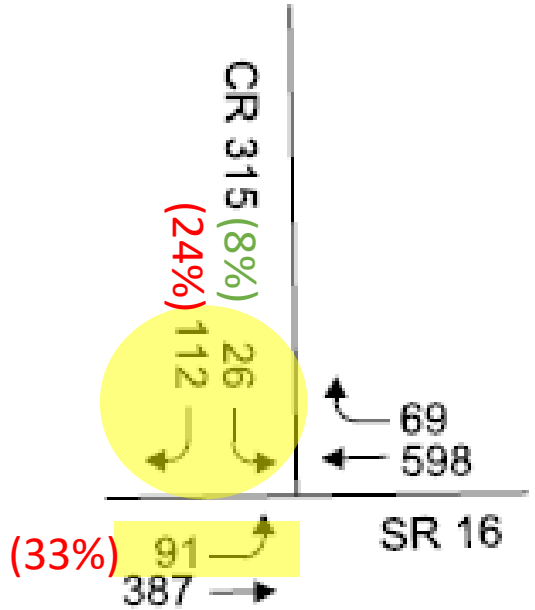
Fall 2024 Data

171 PM Peak Hour SB Trips



Fall 2025 Data

138 PM Peak Hour SB Trips



Attachment
“F”
List of Committees

2025 - 2026
BCC Chairman's Appointments

Affordable Housing Advisory Committee
- Commissioner Burke
- Meets as needed, at least twice a year

CareerSource Northeast Florida
- Commissioner Renninger

Chamber of Commerce Liaison (Chairman or Alternate)
- Commissioner Burke
- Commissioner Sgromolo (Alt)
- Meets Monthly

Green Cove Springs CRA
- Commissioner Burke 4 YR Term (December 1, 2024 to November 30, 2028)
- Commission Auditor, Heather Boucher 4 YR Term (November 2022 – November 2026)
- Meets Quarterly

Juvenile Justice Circuit Advisory Board, 4th Judicial Circuit
- TBD

North Florida Transportation Planning Organization
- Commissioner Burke
- Commissioner Condon
- Meets on 2nd Thursday of the month

Northeast Florida Regional Council
- Commissioner Renninger
- Commissioner Condon
- Meets 1st Thursday of the Month

Northeast Florida Community Action Agency
- Dr. Courtney L. Connor, Ph.D., J.D., M.S., CHEP, CHSP
- Meets at via Zoom at 4:00 p.m. on the last Thursday of each month except for November (no meeting) and December (Meet the 2nd Thursday in December)

Public Safety Coordinating Council
- Commissioner Sgromolo
- Commissioner Compere (Alt.)
- Meets Quarterly in the BCC Boardroom

Small County Coalition
- Commissioner Condon
- Commissioner Compere
- Meets Periodically

Tourist Development Council

- Commissioner Sgromolo
- Meets six times a year or as needed

Transportation Disadvantaged

- Commissioner Burke
- Meets four times a year or as needed
- Meets in the BCC Meeting Room

Value Adjustment Board

- Commissioner Renninger
- Commissioner Compere
- Meets as Needed

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 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	1/6/2026 - 10:37 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and
Contractual Services

SUBJECT:
Approval to post Notice of Intent to Award Bid No. 25/26-009, Agronomic Services for Clay County Parks to Agrow Pro, LLC at the Unit Prices listed. Specific treatment sites and the number of applications may vary, and payment shall only be made for services that have been satisfactorily completed. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:
General Fund - Grounds Maintenance - Repairs and Maintenance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
The awarded contractor shall provide comprehensive agronomic services, including fertilization, weed control, insect and disease management, and pre-emergent applications across various County-owned turf sites. The purpose of the Bid is to ensure sports fields are maintained at a high quality while providing a safe and playable environment for all. No quantities are guaranteed. The County may elect to self-perform any portion of the services listed in the Bid during the awarded contract period. County staff often consults with UF/IFAS on recommendations and site-specific concerns.

1017 Suppliers were notified
20 Suppliers downloaded the Request for Bids
2 Bids were received

Pursuant to Chapter 5, Section C of the Purchasing Policy, the County Manager is authorized to approve and execute the agreement on behalf of the Board following Board approval of the award.

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

Funding Source:
General Fund - Grounds Maintenance - Repairs and Maintenance

Account No.:
FD1000 - CC1206 - PRJ100529 - SC546100

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

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Bid Backup_Bid No. 2526-009	Backup Material	1/8/2026	Bid_Backup_Bid_No._2526-009.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	1/7/2026 - 3:58 PM	Item Pushed to Agenda

BID RECOMMENDATION FORM

TITLE: RFB No. 25/26-009, Agronomic Services for Clay County Parks

DATE OF RECOMMENDATION: January 6, 2026

BIDDER	BID TOTAL
Agrow Pro, LLC	To Be Determined
Pro Care Lawn and Pest	To Be Determined

FUNDING SOURCE: General Fund - Regional Sports Complex/Grounds Maintenance - Repairs and Maintenance - Mowing and Agronomics

RECOMMENDATION:

Award RFB No. 25/26-009, Agronomic Services for Clay County Parks to Agrow Pro LLC at the unit costs received.

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

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE: Eric Jones,Director of Grounds & Maintenance

SIGNATURE: Eric Jones (Jan 7, 2026 11:37:00 EST)

BID TABULATION FORM

RFB: **25/26-009** Date: December 16, 2025

Proj: **Agronomic Services for Clay County Parks** Time Open: 9:00 AM

Ad: Clay Today, October 30, 2025 Time Close: 9:01 AM

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

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

Bidder		Addendum	Total
1	Agrow Pro, LLC	Yes	To Be Determined
2	Pro Care Lawn and Shrub DBA Pro Care Lawn and Pest	Yes	To Be Determined

EVALUATION TABULATION

RFB No. 25/26-009

Agronomic Services for Clay County Parks

RESPONSE DEADLINE: December 15, 2025 at 4:00 pm

SELECTED VENDOR TOTALS

Vendor
Agrow Pro, LLC
Pro Care Lawn and Pest

ATHLETIC FIELD MAINTENANCE SCHEDULE

Athletic Field Maintenance Schedule					Agrow Pro, LLC		Pro Care Lawn and Pest	
Selected	Item No.	Service Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
January								
X	1	Blanket all fields with StriCore at 48 oz.per acre, 64 oz. Simazine per acre	135	Acre	$124.00	$16,740.00	$389.00	$52,515.00
X	2	Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed	135	Acre	$55.00	$7,425.00	$94.00	$12,690.00
February								
X	3	Spot treatments IPM as directed	135	Acre	$5.00	$675.00	$40.00	$5,400.00
March								
X	4	Blanket all fields with Dithiopyr at 32 oz. per acre, 32 oz 2-4D per acre, 1 oz. MSM per acre	135	Acre	$108.20	$14,607.00	$340.00	$45,900.00

Athletic Field Maintenance Schedule					Agrow Pro, LLC		Pro Care Lawn and Pest	
Selected	Item No.	Service Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	5	Apply all fields with granular fertilizer 25-3-15 100% Nutralene, SOP DAP at 200 pounds per acre	135	Acre	$146.12	$19,726.20	$680.00	$91,800.00
April								
X	6	Spray all fields with Sulfentrazone 4 oz per acre and Quinclorac 1 oz. per acre with MSO 1 oz. per acre for sedge control	135	Acre	$50.91	$6,872.85	$97.00	$13,095.00
May								
X	7	Apply all fields with Fipronil granular application at 87 pounds	135	Acre	$143.00	$19,305.00	$546.00	$73,710.00
X	8	Apply all fields with Imidicloprid insecticide at 65 pounds per acre	135	Acre	$115.00	$15,525.00	$476.00	$64,260.00
June								
X	9	Spray all fields with Sulfentrazone 4 oz per acre, Quinclorac 1 oz per acre, MSO 1 oz per acre, MSM 1 oz per acre, and 2-4D 32 oz per acre for weed control	135	Acre	$60.37	$8,149.95	$174.00	$23,490.00
July								
X	10	Apply all fields with 25-3-15 100% Nutralene, SOP,DAP at 200 pounds per acre	135	Acre	$146.12	$19,726.20	$680.00	$91,800.00
X	11	Spot treat weeds	135	Acre	$5.00	$675.00	$20.00	$2,700.00
August								

Athletic Field Maintenance Schedule					Agrow Pro, LLC		Pro Care Lawn and Pest	
Selected	Item No.	Service Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	12	Spray all fields with Sulfentrazone 4 oz per acre, Quinclorac 1 oz per acre, MSO 1 oz per acre, MSM 1 oz per acre, and 2-4D 32 oz per acre for weed control	135	Acre	$60.37	$8,149.95	$174.00	$23,490.00
September								
X	13	Apply all fields with Iron Maid 88 oz per acre, Largo 29 oz per acre, Propel 29 oz per acre	135	Acre	$56.00	$7,560.00	$480.00	$64,800.00
October								
X	14	Apply all fields with 25-3-15 100% Nutralene, SOP, DAP at 200 pounds per acre	135	Acre	$146.12	$19,726.20	$680.00	$91,800.00
November								
X	15	Blanket all fields with Prodiamine at 32 oz. per acre and Simazine at 64 oz per acre, 2-4D 32 oz per acre, MSM 1 oz per acre	135	Acre	$75.00	$10,125.00	$296.00	$39,960.00
X	16	Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed	135	Acre	$55.00	$7,425.00	$94.00	$12,690.00
December								
X	17	Spot treatments of IPM as directed	135	Acre	$5.00	$675.00	$40.00	$5,400.00
X	18	Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed	135	Acre	$55.00	$7,425.00	$94.00	$12,690.00

[AGROW PRO, LLC] RESPONSE DOCUMENT REPORT

RFB No. 25/26-009

Agronomic Services for Clay County Parks

RESPONSE DEADLINE: December 15, 2025 at 4:00 pm

Agrow Pro, LLC Response

CONTACT INFORMATION

Company:
Agrow Pro, LLC

Email:
kyle@agrowpro.com

Contact:
Kyle Hutchings

Address:
1339 Kavie Ct
Green Cove Spring, FL 32043

Phone:
N/A

Website:
N/A

Submission Date:
Dec 10, 2025 11:10 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Nov 19, 2025 7:04 PM by Kyle hutchings

Addendum #2
Confirmed Dec 10, 2025 10:52 AM by Kyle hutchings

PRICE TABLES

ATHLETIC FIELD MAINTENANCE SCHEDULE

Item No.	Service Description	Quantity	Unit of Measure	Unit Cost	Total
January					
1	Blanket all fields with StriCore at 48 oz.per acre, 64 oz. Simazine per acre	135	Acre	$124.00	$16,740.00
2	Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed	135	Acre	$55.00	$7,425.00
February					
3	Spot treatments IPM as directed	135	Acre	$5.00	$675.00
March					
4	Blanket all fields with Dithiopyr at 32 oz. per acre, 32 oz 2-4D per acre, 1 oz. MSM per acre	135	Acre	$108.20	$14,607.00
5	Apply all fields with granular fertilizer 25-3-15 100% Nutralene, SOP DAP at 200 pounds per acre	135	Acre	$146.12	$19,726.20

Item No.	Service Description	Quantity	Unit of Measure	Unit Cost	Total
April					
6	Spray all fields with Sulfentrazone 4 oz per acre and Quinclorac 1 oz. per acre with MSO 1 oz. per acre for sedge control	135	Acre	$50.91	$6,872.85
May					
7	Apply all fields with Fipronil granular application at 87 pounds	135	Acre	$143.00	$19,305.00
8	Apply all fields with Imidicloprid insecticide at 65 pounds per acre	135	Acre	$115.00	$15,525.00
June					
9	Spray all fields with Sulfentrazone 4 oz per acre, Quinclorac 1 oz per acre, MSO 1 oz per acre, MSM 1 oz per acre, and 2-4D 32 oz per acre for weed control	135	Acre	$60.37	$8,149.95
July					
10	Apply all fields with 25-3-15 100% Nutralene, SOP,DAP at 200 pounds per acre	135	Acre	$146.12	$19,726.20
11	Spot treat weeds	135	Acre	$5.00	$675.00
August					
12	Spray all fields with Sulfentrazone 4 oz per acre, Quinclorac 1 oz per acre, MSO 1 oz per acre, MSM 1 oz per acre, and 2-4D 32 oz per acre for weed control	135	Acre	$60.37	$8,149.95
September					
13	Apply all fields with Iron Maid 88 oz per acre, Largo 29 oz per acre, Propel 29 oz per acre	135	Acre	$56.00	$7,560.00

Item No.	Service Description	Quantity	Unit of Measure	Unit Cost	Total
October					
14	Apply all fields with 25-3-15 100% Nutralene, SOP, DAP at 200 pounds per acre	135	Acre	$146.12	$19,726.20
November					
15	Blanket all fields with Prodiamine at 32 oz. per acre and Simazine at 64 oz per acre, 2-4D 32 oz per acre, MSM 1 oz per acre	135	Acre	$75.00	$10,125.00
16	Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed	135	Acre	$55.00	$7,425.00
December					
17	Spot treatments of IPM as directed	135	Acre	$5.00	$675.00
18	Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed	135	Acre	$55.00	$7,425.00

[PRO CARE LAWN AND PEST] RESPONSE DOCUMENT REPORT

RFB No. 25/26-009

Agronomic Services for Clay County Parks

RESPONSE DEADLINE: December 15, 2025 at 4:00 pm

Pro Care Lawn and Pest Response

CONTACT INFORMATION

Company:
Pro Care Lawn and Pest

Email:
cody@procarelawnandshrub.com

Contact:
Cody Underwood

Address:
5429 Ramona Blvd.
Jacksonville, FL 32205

Phone:
(904) 352-9788

Website:
Procarelawnandpest.com

Submission Date:
Dec 15, 2025 8:26 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Nov 20, 2025 8:24 AM by Cody Underwood

Addendum #2
Confirmed Dec 11, 2025 8:48 AM by Cody Underwood

PRICE TABLES

ATHLETIC FIELD MAINTENANCE SCHEDULE

Item No.	Service Description	Quantity	Unit of Measure	Unit Cost	Total
January					
1	Blanket all fields with StriCore at 48 oz.per acre, 64 oz. Simazine per acre	135	Acre	$389.00	$52,515.00
2	Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed	135	Acre	$94.00	$12,690.00
February					
3	Spot treatments IPM as directed	135	Acre	$40.00	$5,400.00
March					
4	Blanket all fields with Dithiopyr at 32 oz. per acre, 32 oz 2-4D per acre, 1 oz. MSM per acre	135	Acre	$340.00	$45,900.00
5	Apply all fields with granular fertilizer 25-3-15 100% Nutralene, SOP DAP at 200 pounds per acre	135	Acre	$680.00	$91,800.00

Item No.	Service Description	Quantity	Unit of Measure	Unit Cost	Total
April					
6	Spray all fields with Sulfentrazone 4 oz per acre and Quinclorac 1 oz. per acre with MSO 1 oz. per acre for sedge control	135	Acre	$97.00	$13,095.00
May					
7	Apply all fields with Fipronil granular application at 87 pounds	135	Acre	$546.00	$73,710.00
8	Apply all fields with Imidicloprid insecticide at 65 pounds per acre	135	Acre	$476.00	$64,260.00
June					
9	Spray all fields with Sulfentrazone 4 oz per acre, Quinclorac 1 oz per acre, MSO 1 oz per acre, MSM 1 oz per acre, and 2-4D 32 oz per acre for weed control	135	Acre	$174.00	$23,490.00
July					
10	Apply all fields with 25-3-15 100% Nutralene, SOP,DAP at 200 pounds per acre	135	Acre	$680.00	$91,800.00
11	Spot treat weeds	135	Acre	$20.00	$2,700.00
August					
12	Spray all fields with Sulfentrazone 4 oz per acre, Quinclorac 1 oz per acre, MSO 1 oz per acre, MSM 1 oz per acre, and 2-4D 32 oz per acre for weed control	135	Acre	$174.00	$23,490.00
September					
13	Apply all fields with Iron Maid 88 oz per acre, Largo 29 oz per acre, Propel 29 oz per acre	135	Acre	$480.00	$64,800.00

Item No.	Service Description	Quantity	Unit of Measure	Unit Cost	Total
October					
14	Apply all fields with 25-3-15 100% Nutralene, SOP, DAP at 200 pounds per acre	135	Acre	$680.00	$91,800.00
November					
15	Blanket all fields with Prodiamine at 32 oz. per acre and Simazine at 64 oz per acre, 2-4D 32 oz per acre, MSM 1 oz per acre	135	Acre	$296.00	$39,960.00
16	Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed	135	Acre	$94.00	$12,690.00
December					
17	Spot treatments of IPM as directed	135	Acre	$40.00	$5,400.00
18	Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed	135	Acre	$94.00	$12,690.00

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting bids from qualified Contractors to provide comprehensive agronomic services, including fertilization, weed control, insect and disease management, and pre-emergent applications across various County-owned turf sites.

Contractors shall furnish all labor, equipment, and chemicals necessary to perform these services in accordance with schedules and specifications outlined in this RFB. Site locations may be added or removed throughout the contract term, and all work must meet performance standards established by the Grounds & Maintenance Director or designee. Contractors are required to provide detailed operational reports and maintain compliance with all applicable state and federal regulations.

The County, in partnership with UF/IFAS, has established a standard of care for its fields. The purpose of this RFB is to ensure fields are maintained at a high quality while providing a safe and playable environment for all.

3.2. Job Site Locations & Quantities

The Contractor shall fully understand that the items and respective acreage have been established to assist in deriving unit prices for the services for which may or may not be called for during the extent of the awarded contract. The County reserves the right to decrease or increase quantities with no change to the unit price established in the awarded contract.

Specific treatment sites and the number of applications may vary. No quantities are guaranteed. Payment shall only be made for services that have been satisfactorily completed.

The County may elect to self-perform any and all of the services listed in this RFB during the awarded contract period.

If the Grounds & Maintenance Director or designee request fertilization, pest control, weed control, disease control, or pre-emergent at additional sites, payment for those additional areas will be paid in accordance with the unit prices established in the awarded contract.

A list of identified sites is included below. Additional locations may be added to this list at any time during the term of the awarded contract. Sites on this list may be deleted at any time during the term of the awarded contract.

Park Name	Address	Estimated Acres
Heritage Park	1657 Farm Way, Orange Park, FL 32073	4.0

Pier Station	4160 Pier Station Rd., Penney Farms, FL 32079	1.0
Hunter Douglas	4393 Longmire Rd., Middleburg, FL 32068	2.0
Fox Meadows	1155 Foxmeadow Trail, Middleburg, FL 32068	5.5
Island Forest	6183 Bermuda Dr, Fleming Island, FL 32003	1.0
Ronnie VanZant	2760 Sandridge Rd, Green Cove Springs, FL 32043	4.5
W. E. Varnes	3593 Fortuna Drive, Orange Park, FL 32073	1.5
Fairgrounds	2497 FL-16, Green Cove Springs, FL 32043	16.0
Thunderbolt Park	5700 Hwy. 17, Fleming Island, FL 32003	6.0
Moody Park	3510 Moody Ave., Orange Park, FL 32065	5.0
Neptune Park	2070 Thunderbolt Rd., Fleming Island, FL 32003	4.5
Armstrong	2445 C.R. 220, Fleming Island, FL 32003	8.5
Little Lake Rain	6725 Little Rain Lake Rd., FL 32656	16.0
Twin Lakes	6065 Twin Lakes Rd. S., Keystone Heights, FL 32656	12.0
Omega	4317 C.R. 218, Middleburg, FL 32068	12.0
Carl Pugh	317 S. West St., Green Cove Springs, FL 32043	6.0
Oakleaf	3979 Plantation Oaks Blvd., Orange Park, FL 32065	8.5
Plantation Sports Complex	321 Old Hard Rd., Fleming Island, FL 32043	10.0
Tanglewood	1466 Gifford Ave., Orange Park, FL 32073	5.0
Regional Sports Complex	4790 Victory Lane, Middleburg, FL 32068	20
	Estimated Acres:	**149**

3.3. Timing of Applications

November

- Blanket all fields with Prodiamine at 32 oz. per acre and Simazine at 64 oz per acre, 2-4D 32 oz per acre, MSM 1 oz per acre
- Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed

December

- Spot treatments of IPM as directed
- Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed

January

- Blanket all fields with StriCore at 48 oz.per acre, 64 oz. Simazine per acre
- Liquid Overseed Chemicals, Iron Maid 88 oz. per acre, Endurant TE 16 oz. per acre as directed

February

- Spot treatments IPM as directed

March

- Blanket all fields with Dithiopyr at 32 oz. per acre, 32 oz 2-4D per acre, 1 oz. MSM per acre
- Apply all fields with granular fertilizer 25-3-15 100% Nutralene, SOP DAP at 200 pounds per acre

April

- Spray all fields with Sulfentrazone 4 oz per acre and Quinclorac 1 oz. per acre with MSO 1 oz. per acre for sedge control

May

- Apply all fields with Fipronil granular application at 87 pounds
- Apply all fields with Imidicloprid insecticide at 65 pounds per acre

June

- Spray all fields with Sulfentrazone 4 oz per acre, Quinclorac 1 oz per acre, MSO 1 oz per acre, MSM 1 oz per acre, and 2-4D 32 oz per acre for weed control

July

- Apply all fields with 25-3-15 100% Nutralene, SOP,DAP at 200 pounds per acre
- Spot treat weeds

August

- Spray all fields with Sulfentrazone 4 oz per acre, Quinclorac 1 oz per acre, MSO 1 oz per acre, MSM 1 oz per acre, and 2-4D 32 oz per acre for weed control

September

- Apply all fields with Iron Maid 88 oz per acre, Largo 29 oz per acre, Propel 29 oz per acre

October

- Apply all fields with 25-3-15 100% Nutralene, SOP, DAP at 200 pounds per acre

3.4. Scope of Work

APPLICATION:

The term **"APPLICATION"**, as used in this RFB, refers to fertilization, insect control, weed control, pre-emergent treatment, or any combination of these services.

LIMITATION OF OPERATION:

No equipment shall be left on the job site overnight unless approved by the Grounds & Maintenance Director or designee.

All service and supply operations shall be conducted at a location that does not interfere with vehicle or pedestrian traffic. No supply vehicles shall enter a play surface except to repair or remove inoperable equipment and then only when such repair or removal necessitates a service vehicle.

METHOD OF APPLICATION:

Granular applications shall be applied using a rotary type spreader, which is calibrated to apply the appropriate amount of nitrogen per one hundred square feet (100 sf) as listed in Section 3.3 - Timing of Applications.

Liquid applications shall not be applied:

- When forecast is calling for rain within twenty-four (24) hours of application;
- During periods of high wind (over ten (10) mph).

FERTILIZATION OF IDENTIFIED SITES:

The Contractor shall furnish all labor, equipment, and chemicals to successfully treat the turf sites listed in Section 3.2 - Job Site Locations & Quantities to provide adequate nutrition that promotes turf density and in turn improves field safety and playing conditions. The Contractor shall be responsible for applications of fertilizer to all sites listed in Section 3.2 - Job Site Locations & Quantities. Section 3.3 - Timing of Applications, shall be adhered to for the timing of applications, rate of nitrogen per application and the different types of fertilizer to be used. The Contractor shall supply the formulations of fertilizer listed in Section 3.3 - Timing of Applications for each application. The County can choose to change fertilizer type and formulation listed in Section 3.3 - Timing of Applications at any time during term of the awarded contract.

Fertilizer shall be applied to the total acreage of each site. All sites shall be fertilized between the first day and the last day of the appropriate month.

Damage to turf due to fertilization operations shall be the responsibility of the Contractor. Any turf damaged by operations must be replaced with turf of the same species as that damaged at the Contractor's expense.

Fertilizer shall be applied uniformly to the turf area to prevent "streaking" or "spotty" turf color. If the Grounds & Maintenance Director or designee determines that turf color does not appear to be uniform after a monthly application at a site, the Contractor shall be required to re-apply fertilizer until uniformity in color is determined adequate by the Grounds & Maintenance Director or designee at no additional charge to the County.

Fertilizer applications shall follow the schedule listed in Section 3.3 - Timing of Applications unless as ordered by the Grounds & Maintenance Director or designee.

PRE-EMERGENT OF IDENTIFIED SITES:

The Contractor shall be responsible for application of pre-emergent to all sites. Section 3.3 - Timing of Applications shall be adhered to for the timing of applications.

WEED, DISEASE AND INSECT CONTROL:

The Contractor shall furnish all labor, equipment and chemicals to successfully provide weed, disease and insect treatments to turf sites listed in Section 3.2 - Job Site Locations & Quantities.

Adequacy/completeness/effectiveness of insecticide/herbicide/fungicide spraying shall be based on results as determined by the Grounds & Maintenance Director or designee. If the application is determined to be ineffective by a single application, the Contractor shall return and re-apply regardless of the number of applications until effective control of the pest or weed is achieved as determined by the Grounds & Maintenance Director or designee. Each additional site spraying to achieve control shall be done at no additional cost to the County.

SCHEDULE OF WORK:

The Contractor shall be responsible for establishing an application schedule per Section 3.3 - Timing of Applications, which shall be approved by the Grounds & Maintenance Director or designee prior to beginning services. Once the schedule has been established and approved, no changes shall be made without prior approval by the Grounds & Maintenance Director or designee.

The County may elect to self-perform any and all of the services listed in this RFB during the awarded contract period.

OTHER REQUIREMENTS:

The Contractor shall neither use nor recommend the use of chemicals, application methods or practices that do not comply with state and/or federal regulations.

In addition to routine applications of fertilizer, the Contractor shall respond in a timely manner to a request for an additional application(s) of fertilizer and/or pest and weed control applications if the Grounds & Maintenance Director or designee deems it necessary.

INGRESS/EGRESS:

The County shall arrange for and designate ingress/egress points to service areas and the Contractor shall use only these points.

REPORTS:

The Contractor shall provide the County with a report of operations including location, acreage of treatments and any other related information or recommendations requested by the Grounds & Maintenance Director or designee that may be of importance to the County in planning future weed control. The report shall be supplied to the Grounds & Maintenance Director or designee within ten (10) calendar days after each monthly treatment has been applied. In addition, the Contractor shall be responsible for submitting reports required to any and all state regulatory agencies, if required.

A 'Daily Project Report' shall be authorized by the Contractor and submitted to the Grounds & Maintenance Director or designee for each day that services are performed. This report shall be in Microsoft Office Word, Excel or pdf format and emailed to the Grounds & Maintenance Director or designee. At a minimum, the report shall include site(s) serviced by date, task worked on and/or completed that day. It should also include weather, number of personnel, equipment used, and any problems encountered.

EQUIPMENT:

The Contractor shall have adequate equipment to apply fertilizer, pest, disease and weed control products as required to meet job specifications. A list of equipment shall be submitted on the form provided at the time of bid opening to be considered for this bid.

PERSONNEL:

A list of all personnel that will be servicing on this project shall be submitted on the form provided to be considered for this bid. Included on the list will be personnel responsible for application of all chemicals with copies of their appropriate licensing from the State of Florida Department of Agriculture. All required licensing shall be kept in an active status for the duration of the contract. Any needed increase in labor and/or equipment or revision of this list, as determined by the County, will not be considered justifiable cause for an adjustment of the unit prices under this contract.

3.5. Site Inspections

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

3.6. Work Hours

All services shall be performed during daylight hours. For special operations, night work may be allowed if authorized in advance by the Grounds & Maintenance Coordinator. No services shall be performed when weather conditions limit visibility to less than five hundred feet (500').

No services shall be rendered on Saturdays, Sundays or County holidays. Exceptions to this rule shall be made only by written permission of the Grounds Maintenance Director or designee.

3.7. Clean up & Restoration of Site

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

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

3.8. Workmanship

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

3.9. Self-Performed Work

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

3.10. Subcontractors and Major Material Suppliers

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

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

3.11. Damage to Public or Private Property

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

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

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damages which occur as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

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

3.12. Compliance with Occupation Safety and Health Act

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

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

3.13. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Contractor. This shall be immediately rectified by the Contractor at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Contractor until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

3.14. Payment

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

Contractors shall submit a monthly invoice detailing the following:

- Bid Item Number
- Site Location
- Actual Acres
- Unit Price
- Extended Price.

The Contractor shall only be paid for services that have been satisfactorily completed, approved, and accepted, by the Grounds & Maintenance Director or designee.

Payment for the services performed shall be made at the unit price set forth in the proposal. Each unit price shall include the furnishing of all material, equipment, tools, labor, and supervision to complete the services as planned.

The Contractor shall obtain prior approval from the Grounds & Maintenance Director or designee before performing any and all services outside the limits of the bid items listed in the awarded contract.

3.15. Term

The bid shall remain in effect for one (1) year from the date of award by the Board of County Commissioners, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the successful Contractor. Any adjustment must be agreed upon by the County.

3.16. Performance Evaluation

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

3.17. Cancellation of Contract

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

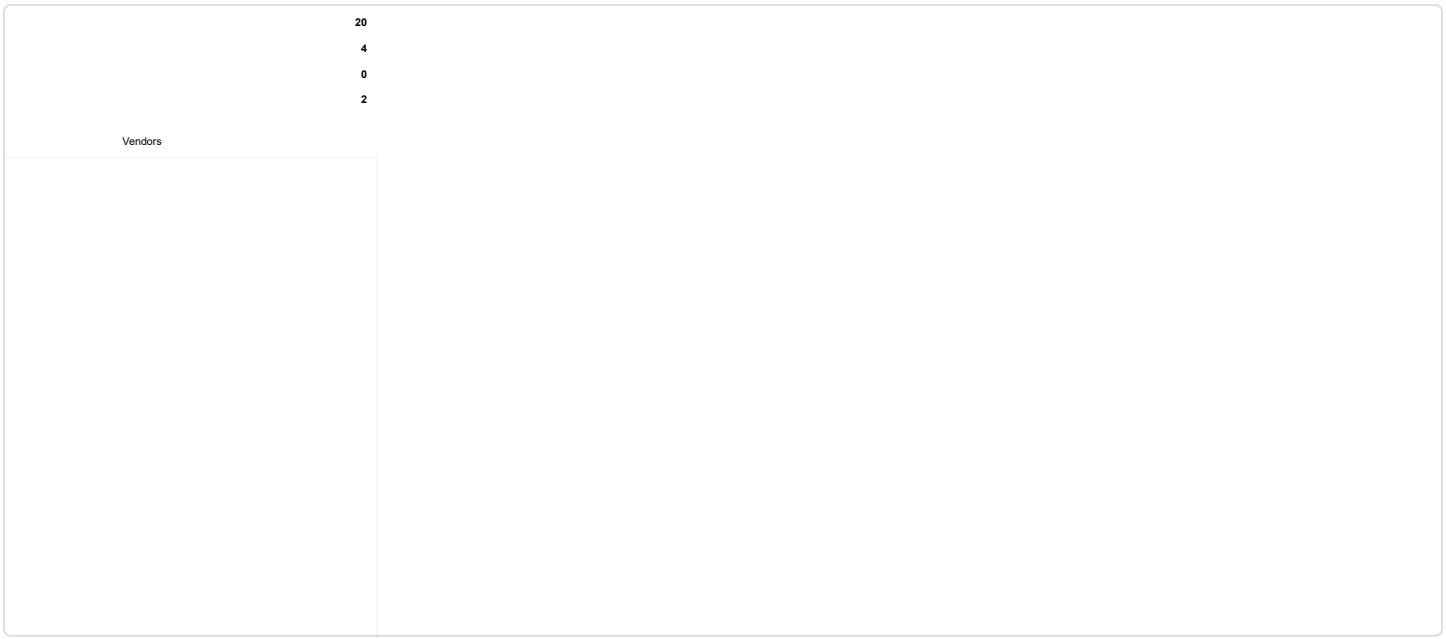
3.18. Value Engineering

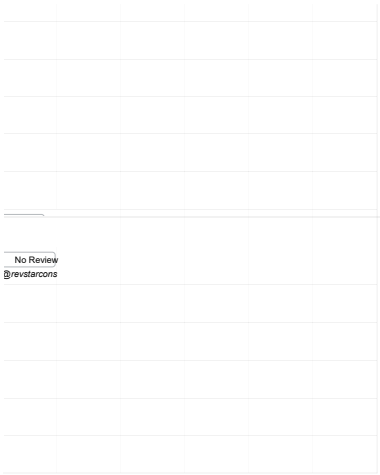
The County reserves the right to engage in value engineering discussions prior to the award of the RFB.

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.

3.19. Additional Services

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


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Vendors


No Review
@revstarcons

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and
Contractual Services

SUBJECT:
Approval of the Agreement with Revive Ecosystems, LLC for Conservation and Land Management Services beginning on the effective date for a period of three (3) years with the option of renewing for two (2) additional one-year terms. Services will be provided through the issuance of Task Orders and paid based on the hourly rates listed herein.
Funding Source:
Various

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
RFP 24/25-070 was issued to solicit proposals from qualified consultants with expertise in conservation planning, mitigation banking, habitat restoration, resource management, and sustainable land use practices. At the November 10, 2025 BCC meeting, the board approved the award to Revive Ecosystems, LLC to provide services such as land use assessments, land management plan, mitigation banking implementation, gopher tortoise site development management, and project management planning.

Is Funding Required (Yes/No):
Yes

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

Funding Source:
Various

Sole Source (Yes\No): Advanced Payment

No (Yes\No):
No

ATTACHMENTS:

Description	Type	Upload Date	File Name
Contracts_Revive	Agreement/Contract	1/6/2026	Conservation_Land_Management_Services-Revive.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	12/3/2025 - 3:43 PM	Item Pushed to Agenda

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

AGREEMENT FOR CONSERVATION AND LAND MANAGEMENT SERVICES

This Agreement for Conservation and Land Management Services ("Agreement") is entered into this 13th day of January, 2026 ("Effective Date"), and is between Revive Ecosystems, LLC, a Florida Limited Liability Company ("Consultant"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued Request for Proposal, RFP No. 24/25-070 ("RFP") to solicit proposals from qualified consultants/firms with expertise in conservation planning, mitigation banking, habitat restoration, resource management, and sustainable land use practices; and

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

WHEREAS, County staff evaluated and ranked the submitted proposals, and on November 10, 2025, the Board of County Commissioners of Clay County, Florida (the "Board") awarded the RFP to the Consultant; and

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

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

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

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

SECTION 1. THE SERVICES

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

(b) The Consultant shall furnish and provide all materials, equipment, labor, and professional services necessary to perform (i) Phase I—Comprehensive Long-Term Land Management Plan and (ii) Phase II—Mitigation Banking Implementation and Gopher Tortoise Site Development

(collectively, the "Services"), on an as-assigned basis, in accordance with this Agreement.

(c) Task Orders. The County will authorize and assign Services under Phase I and/or Phase II only by written Task Orders issued pursuant to this Agreement ("Task Orders"). As applicable, each Task Order shall specify the scope of work, deliverables, estimated hours (if used), schedule, compensation type (lump sum or not-to-exceed), and any special conditions applicable to the assigned Services. Upon execution by the County and the Consultant, each Task Order is incorporated into and made a part of this Agreement and is subject to its terms and conditions. Task Orders may be executed by the County Manager on behalf of the County. If a Task Order conflicts with this Agreement, this Agreement shall control unless the Task Order expressly states that it supersedes a specific provision of this Agreement. The Consultant shall not commence any Services until the applicable Task Order has been fully executed by the County Manager and the Consultant.

(d) The Consultant shall perform the Services in accordance with (i) the RFP Scope of Services attached as **Attachment A** and incorporated by reference, (ii) the Consultant's response to the RFP, incorporated by reference, and (iii) the applicable fully executed Task Order.

(e) Phase I and Phase II may be performed concurrently, and Services under each phase may overlap as necessary. The phased scope of work includes, but is not limited to, the following:

1. *Phase I – Comprehensive Long-Term Land Management Plan:*

    i. Phase I involves a detailed assessment of the County-owned parcels identified in the list attached hereto as **Attachment B**. The Consultant will evaluate these parcels to determine optimal land use strategies, develop tailored management solutions, and assist in classifying and/or prioritizing the parcels. The Consultant is not expected to assess the County's entire parcel inventory.

    ii. As part of this assessment, the Consultant will examine natural resources, habitat conditions, historic and archaeological features, opportunities for recreation or public use, hydrologic and hydraulic factors, and potential sustainable revenue opportunities. The objective is to produce actionable deliverables—such as operational plans, long-term land stewardship and habitat restoration plans, and implementation frameworks—that incorporate management practices across the County's real estate portfolio.

    iii. The resulting plans will outline key focus areas and identify parcels suited for ecological restoration, species and habitat management, invasive species control, and the protection of natural, historical, and cultural resources, while integrating considerations for public access, fiscal sustainability, and regulatory compliance.

    iv. The Consultant will also develop a comprehensive, long-term land management plan to guide the long-term care and management of the County's properties. This plan will be informed by a robust parcel analysis and categorization process, providing a clear understanding of each property's existing conditions,

opportunities, challenges, ecological value, management needs, and strategic potential.

2. *Phase II – Mitigation Banking Implementation and Gopher Tortoise Site Development:*

   i. Phase II builds upon the recommendations and parcel evaluations completed in Phase I by advancing selected County-owned parcels through the permitting, establishment, and operation of wetland mitigation banks and gopher tortoise recipient sites. These efforts support the protection and restoration of ecologically valuable land while generating financial return through credit sales and offsetting impacts associated with regional development.

   ii. Under this phase, the Consultant will perform the tasks necessary to develop fully permitted mitigation banks and gopher tortoise recipient sites, including site design, regulatory coordination, preparation of required documents and technical studies, and implementation of management and restoration actions. The work completed in Phase II will further the County's long-term conservation strategy by enhancing ecological function, restoring natural systems, and creating sustainable compensatory mitigation and wildlife conservation opportunities.

   iii. If the Florida Fish and Wildlife Conservation Commission ("FWC") releases any approved gopher tortoise recipient sites, the Consultant may be authorized by the County through a Task Order to perform annual monitoring, as required, to evaluate habitat conditions, tortoise activity, regulatory compliance, and overall site performance. Monitoring results will be used to inform adaptive management recommendations intended to support long-term site success.

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

1. Be familiar with the Services, deadlines, requirements, and the conditions under which the Services are to be completed;
2. Adhere to ASTM standards and U.S. Fish and Wildlife Service (USFWS)/FWC standard survey protocols to ensure accurate and legally defensible documents;
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.

(g) Project Management Plan. After execution of this Agreement, the Consultant shall develop, in coordination with the County's Project Manager, a Project Management Plan. The Project Management Plan shall include a communications plan and describe the format, frequency, and content of progress reports the Consultant will provide to the County. The Project Management Plan will function as a working guide for project administration and shall identify key tasks, responsible parties, sequencing and schedule/timeline, and expectations for

performance and implementation.

(h) Coordination and meetings. The Consultant shall maintain regular communication with the County's Project Manager and shall meet as reasonably requested to review the status of the Services, upcoming tasks, schedule, overall performance, and to incorporate County direction and feedback. Assistant County Managers, Department Directors, and other County personnel may participate as needed.

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

(j) The Consultant represents and warrants to the County that: (1) Consultant has sufficient skill and experience to perform the Services; (2) the Services shall be performed in a timely, efficient, workmanlike, and cost-effective manner that comports with all applicable professional industry standards; (3) Consultant owns all right, title and interest in and to, or has full and sufficient authority to use, all materials or data furnished or used by Consultant in performance of Services; (4) the Services do not and will not infringe any patent, copyright, trademark, trade secret, or other intellectual property rights of any party, contractual, employment or confidentiality right of a third party, or constitute libel, slander, defamation, invasion of privacy, or violation of any right of publicity or any other third party rights; (5) Consultant has or will secure all necessary consents, licenses, permissions, clearances, authorizations and waivers necessary for the Services; and (6) the Services will conform to all specifications defined by County and/or as set forth in any applicable Task Order.

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

(l) In performance of the Services, the Consultant 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 Consultant as outlined herein.

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

(n) Right to Reduce or Eliminate Scope of Services. The County may, at any time and for any reason, reduce or eliminate all or part of the Services or any specific task. Any such change will take effect upon the Consultant's receipt of written notice from the County Manager or Project Manager identifying the nature and extent of the reduction or elimination. If the County issues such a notice, the Consultant shall be paid for: (1) all Services performed up to the date of the written notice; and (2) any remaining Services that are unaffected by the reduction or elimination. The Consultant is not entitled to payment for any Services that are removed from the scope and not performed. The Consultant may not recover lost profits, anticipated revenues, or any other consequential damages resulting from a reduction or elimination in scope.

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

(p) 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.

(q) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Caleb Risinger, Real Estate and Land Conservation Manager, or designee.

SECTION 2. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional services to be provided by the Consultant that are not included under this Agreement but would be beneficial to the County, the scope, timing, and fees for such services must be mutually agreed upon by the County and the Consultant. Any such additional services shall not proceed unless they are authorized in writing by the County and incorporated into this Agreement through an amendment to the Agreement.

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 Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement.

(b) Term. 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.

(c) Notwithstanding the expiration of this Agreement or any renewal terms, any Task Orders issued under this Agreement that are pending at the time of such expiration shall remain in effect and be subject to the terms and conditions of this Agreement, as it may be renewed or amended, until such Task Orders are fully completed and delivered. Both parties agree to continue to fulfill their respective obligations under the terms of this Agreement, as it may be renewed or amended, with respect to any such pending Task Orders, including but not limited to payment terms, quality of work, and timelines, until the completion of those Task Orders.

SECTION 4. PAYMENT

(a) Compensation for Services performed under Phase I and Phase II shall be only as authorized in an applicable, fully executed Task Order. Unless otherwise stated in the Task Order, compensation shall be based on the Consultant's hourly rates and costs set forth in **Attachment C**, incorporated herein by reference. Any costs not included in **Attachment C** must be negotiated in good faith, approved in advance, and expressly included in the applicable Task Order in writing.

(b) Except as expressly authorized in a fully executed Task Order, the County shall not be responsible for, and shall not separately reimburse, any costs or expenses incurred by the Consultant or its subcontractors in performing the Services, including, without limitation, materials, equipment, supplies, travel or per diem, courier service, telephone, facsimile, copying, postage, other out-of-pocket expenses, fees, overhead, and profit. All such costs and expenses shall be deemed included in the hourly rates and costs in **Attachment C**.

(c) No increases in hourly rates shall be permitted during the first year of the Agreement. Thereafter, hourly rates may be adjusted once annually by a maximum of three percent (3%).

(d) The Consultant shall submit Invoices monthly in accordance with Section 5. The County shall make payment in accordance with Section 5 upon receipt and approval of a Proper Invoice.

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 Consultant 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 Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of Proper Invoice.

(b) The Consultant shall submit invoices to the Paying Agent no more than once per month for Services authorized under an applicable Task Order. Each Invoice shall reflect the value of the Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Task Order, less any amounts previously billed and/or paid. Unless the Task Order provides otherwise, the County shall have no obligation to pay for Services not yet performed.

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

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

2) The Invoice number and date.

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

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

5) The total amount of payment requested, the total amount previously requested, and the total amount paid to date under the applicable Task Order.

6) Supporting documentation of Services rendered such as a record of hours worked/timesheets or other documentation as agreed to by the parties.

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

8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

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

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

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

(g) Prior to submitting an Invoice, the Consultant shall certify, in the form prescribed by the County, that all subcontractors and suppliers performing Services or providing materials associated with the applicable Task Order have been paid their pro rata share of all previous periodic payments received by the Consultant for Services completed and materials supplied. The Consultant shall, within ten (10) days of receiving any progress payment from the County, pay each subcontractor and supplier its respective pro rata share of the payment for Services performed and materials supplied. For purposes of this Agreement, the term "subcontractor" includes: (i) any person or firm that contracts directly with the Consultant to perform a portion of the Services under a Task Order; and (ii) any person or firm that supplies materials or equipment incorporated into the Services or performs work under an equipment rental agreement for which partial payment has been made by the County.

(h) Final Payment for each Task Order. Acceptance by the Consultant, including its successors and assigns, of final payment for a Task Order shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Task Order, unless the Consultant has properly and timely filed a claim prior to such payment.

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

SECTION 6. CHANGE ORDERS

(a) As used herein, a "Change Order" means a written change, amendment, or modification to this Agreement that must be approved in writing by the County. Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the schedule, or address unforeseen conditions.

(b) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals and negotiate in good faith with any affected subcontractors. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement or Task Order. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Task Order, as appropriate, and must be executed by both parties.

(c) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

(d) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

SECTION 7. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law, the Consultant 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, to the extent caused by the negligence,

recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

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

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

SECTION 8. INSURANCE

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

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

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

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

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation Statutory limits
   - Employers Liability $100,000 Each Accident

$500,000 Disease Policy
$100,000 Disease-Each Employee

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9. PATENTS/TRADEMARKS/COPYRIGHTS

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

(b) The Consultant, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, trademarked, patented, or unpatented invention, process, or intellectual property that is manufactured, created, used, or supplied by the Consultant under this Agreement. In the event of any claim against the County of copyright, trademark, patent, or intellectual property infringement, the County will provide written notification to the Consultant. If such a claim is made, the Consultant shall take all provisional measures to protect and preserve the County's interests. Such provisional measures shall include using its best efforts to promptly purchase for the County any infringing products or services or procure a license at no cost to the County which will allow continued use of the intellectual property. If none of the alternatives are reasonably available, the County agrees to return the article or discontinue use of the work, product, logo, or phrase, etc. on request to the Consultant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

SECTION 10. DOCUMENTS, OWNERSHIP, AND USE

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

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

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

SECTION 11. DEFAULT AND TERMINATION

(a) Default. If the Consultant breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement or Task Order; fails to make progress so as to endanger performance under the terms and conditions of the Agreement or Task Order; fails to perform on time or in accordance with the schedule; provides false or inaccurate information; fails to make payment to subcontractors or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Consultant and the subcontractors or suppliers; fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written notice of default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Consultant shall have 10 calendar days after receipt of the notice of

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

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

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

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

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

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

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

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

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

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

SECTION 12. FINANCIAL CONSEQUENCES

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

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

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's

costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

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

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

SECTION 13. 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 14. APPROPRIATED FUNDS

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

SECTION 15. PUBLIC RECORDS

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

1. Keep and maintain public records required by the County to perform the Services required under the Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
2. If the Consultant does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

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

SECTION 16. AUDIT

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

SECTION 17. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 18. E-VERIFY REQUIREMENT

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

SECTION 19. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, the Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 20. PUBLIC ENTITIES CRIMES

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

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

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

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

SECTION 21. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

(a) The Consultant agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 22. SUSPENSION AND DEBARMENT

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

SECTION 23. 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 24. NO ASSIGNMENT

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

SECTION 25. SUBCONTRACTORS

(a) The County authorizes the Consultant to utilize the subcontractor(s) identified in the Consultant's Response. The Consultant shall obtain prior written authorization from the County before engaging any additional subcontractors for the Services to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. Any approval required shall be provided on a reasonable basis.

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

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

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

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

SECTION 26. 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 27. CONFLICT OF INTEREST

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

SECTION 28. AMENDMENT OR MODIFICATION OF AGREEMENT

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

SECTION 29. 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 30. 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 31. 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 32. 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 33. 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 Consultant:	If to the County:
Revive Ecosystems, LLC 770 SE Indian St. Stuart, FL 34997 Attention: Kasey Okolichany, PMP | Owner	Clay County P.O. Box 1366 477 Houston Street Green Cove Springs, FL 32043 Attention: County Manager Copy to: Project Manager via email at caleb.risinger@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 34. 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 35. 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 36. 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 37. 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 38. 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 39. 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 40. AUTHORITY

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

[Signatures appear on the following page.]

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

REVIVE ECOSYSTEMS, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

F:\Contract\Real Estate\Conservation Land Management Services-Revive.doc

ATTACHMENT A

REQUEST FOR PROPOSAL

24/25-070

CONSERVATION AND LAND MANAGEMENT SERVICES

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: May 29, 2025

LAST DATE FOR INQUIRIES: June 25, 2025, 4:30 pm

BID DUE: July 7, 2025, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/claycounty

1. Scope of Work

1.1. Purpose

Clay County is seeking proposals from qualified land management consultants, teams, or firms with expertise in conservation, sustainable land use, and resource management. They will have to demonstrate expertise in conservation planning, mitigation banking, habitat restoration, and sustainable land use practices. The selected consultant will work collaboratively with County staff to develop and implement a comprehensive, long-term land management plan for the County's diverse property portfolio.

1.2. Scope- Land Management, Mitigation Banking, and Gopher Tortoise Mitigation

PHASE I - Comprehensive Long-Term Land Management Plan

A. Long-Term Land Management - Develop an analysis framework/process to assess current status, opportunities, challenges, and potential of natural resources, habitat, and attributes and features of identified County owned properties. The analysis framework/process should include but is not limited to field surveys and inventories of endangered and threatened plant and animal species, population estimates and recommend strategies for habitat and species enhancement, assessed natural resources (timber, water, or minerals on a given property), identification of any historic or archaeological significance, any development opportunities, and feasible public uses for each identified property within the real estate portfolio. Delineate a framework/process for the procurement and implementation of management services which might include but are not limited to:

1. Prescribed burns
2. Site maintenance
3. Invasive Species Control
4. Mowing and debris removal
5. Application of approved herbicides and pesticides
6. Timber management and harvesting
7. Wetland restoration and watershed management
8. Habitat preservation, conservation, and reforestation

B. Develop comprehensive management plans and operational plans, which may require collection of data, maps, surveys, or other pertinent information, deemed necessary in order to incorporate all aspects of an ecosystem-based land management program. The management and operational plans may include but not limited to:

    1. Land use, management, and maintenance
    2. Natural resources
    3. Resource management including timber, endangered and exotic species and wildlife management
    4. Resource restoration
    5. Historic and archaeological resources
    6. Recreation and visitor use
    7. Revenue generation
    8. Statutory and administrative requirements
    9. Plan implementation
    10. Financial and budgetary coordination

C. Conduct an assessment of County-owned properties to determine optimal land use strategies.

D. Develop a long-term Land Management Plan that balances recreation, conservation, and sustainable resource utilization (e.g., timber production and harvesting).

E. Identify Best Management Practices (BMPs) for habitat restoration, wildlife protection, and invasive species control.

F. Establish clear conservation and sustainability benchmarks/metrics for county lands.

    1. Provide support to the Clay County Forests and Farms Conservation Lands Program.
        a. Develop site assessment reports for properties nominated for inclusion in the program.
        b. Develop land stewardship plans for properties acquired under the program.
        c. Provide land stewardship and ecological management services for properties acquired under the program.

d. Conduct annual site monitoring and provide an annual monitoring report for properties and conservation easements acquired under the program.

2. Implement strategies to maintain and restore native ecosystems while promoting responsible land use.

3. Support conservation easements and public-private partnerships to enhance land protection efforts.

G. Habitat Restoration & Environmental Stewardship

1. Develop and execute conservation strategies for wetland restoration, watershed management, and reforestation.

2. Implement prescribed burning and vegetation management programs to maintain ecosystem health.

3. Establish strategies for soil conservation, erosion control, and wildlife habitat improvement.

H. Historic Preservation

1. In concert with appropriate local, state, and federal agencies and entities work to develop a strategy for preserving any historic and/or archaeological sites identified on County owned properties.

PHASE II - (A) Mitigation Banking Implementation and (B) Gopher Tortoise Recipient Site Development

A. Mitigation Banking Implementation -The Consultant shall outline and execute a comprehensive plan for creating and managing a Mitigation Bank and Gopher Tortoise Recipient Sites on existing and future County-owned lands. Anticipated services for this phase include conducting ecological assessments, developing management and operation plans, identifying suitable sites, preparing and submitting required permits and documentation, and coordinating with state and federal regulatory agencies. The Consultant will also provide detailed estimated costs and potential revenue from mitigation credits and recipient site operations.

1. Prepare and submit necessary permits and documentation for state and federal regulatory approvals.

a. Consultant shall provide documentation for location details, ecological details, management plans, and financial assurances.

b. Adhere to Federal Guidelines.

2. Establishing and managing a Mitigation Bank on current and future eligible County-owned properties through possible structured Public-Private Partnership (P3).
    a. Assess the feasibility of establishing a Mitigation Bank at Veterans Park and other County-owned properties.
    b. Ensure compliance with all state and federal regulations and maintain a cooperative relationship with the St. Johns Water Management District (SJWMD).
    c. Tailor Best Management Practices (BMPs) to the specific needs of sites identified.
3. Develop a mitigation banking framework, including monitoring, credit allocation, and compliance strategies.
    a. Align with:
        i. The Florida Department of Environmental Protection (FDEP).
        ii. St. Johns River Water Management District (SJRWMD): Clay County is under the jurisdiction of the SJRWMD. Proposals must meet criteria established in the Applicant's Handbook: Management and Storage of Surface Waters.
    b. Long-Term Monitoring: Implement a monitoring plan with periodic assessments to evaluate ecological indicators such as vegetation cover and water quality.
    c. Adaptive Management: Develop strategies to address any deficiencies identified during monitoring.
    d. Credit allocation. Uniform Mitigation Assessment Method (UMAM): Florida utilizes UMAM to assess ecological lift and determine credit generation.
        i. Define the bank's service area in alignment with SJRWMD guidelines to ensure credits are applied within ecologically relevant regions.
    e. Stakeholders Transparent Reporting: Maintain open communication with regulatory agencies and the public regarding the bank's status and credit availability.
4. Oversee and manage the long-term success of the mitigation bank, ensuring adherence to conservation objectives.

A. Gopher Tortoise Recipient Site Development - Coordinate with the Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Program Coordinator to establish and permit Gopher Tortoise Recipient Sites on County-owned properties. This process will include identifying suitable sites, collaborating with FWC and other regulatory agencies, and outlining key steps, benchmarks, and an overall timeline along with associated costs and potential revenue for the County. Anticipated services include:

1. Identify, permit, and manage Gopher Tortoise Recipient Sites on County property in compliance with Florida Fish and Wildlife Conservation Commission (FWC) regulations.

    a. Conduct site assessments to determine suitable habitats on County property that meet FWC's criteria for a recipient site, including soil type, vegetation, and space availability.

    b. Obtain FWC permitting by submitting applications that outline site conditions, capacity, and long-term management plans.

    c. Implement habitat management practices, such as controlled burns, removal of invasive species, and planting of native vegetation to maintain a sustainable environment for the relocated gopher tortoises.

    d. Establish long-term management protocols to ensure compliance with Florida Fish and Wildlife Conservation Commission (FWC) regulations, including periodic site inspections and conservation practices.

2. Develop a structured accounting and financial management approach.

    a. Help develop financial tracking mechanisms to ensure proper documentation, compliance with regulatory requirements.

    b. Implement strategies for reinvestment of funds into ongoing conservation and land management efforts.

3. Develop relocation and habitat management strategies to support gopher tortoise conservation efforts.

    a. Ensure all relocations follow the FWC's guidelines, including proper surveying, humane trapping, and transport methods.

b. Implement habitat enhancements such as creating burrow-friendly conditions, maintaining appropriate vegetation cover, and ensuring a long-term food source for the tortoises.

c. Plan for potential challenges such as predator control, habitat degradation, and public engagement to promote coexistence between park visitors and the protected species.

4. Monitor and report on the effectiveness of established recipient sites.

   a. Conduct regular surveys to assess the health, survival, and adaptation of relocated tortoises.

   b. Develop site sustainability by using GPS tracking, burrow inspections, and population density assessments to evaluate.

   c. Prepare and submit annual reports to the FWC and other stakeholders (as deemed necessary), detailing habitat conditions, population trends, and any necessary adjustments to conservation efforts.

   d. Engage in ongoing habitat improvements based on monitoring data, ensuring that the site remains suitable for long-term conservation.

5. Secure necessary permits and collaborate with the Florida Fish and Wildlife Conservation Commission (FWC) and other regulatory agencies.

   a. Work closely with FWC, U.S. Fish and Wildlife Service, and local environmental agencies to ensure all required permits are in place before any tortoise relocations occur.

   b. Maintain compliance throughout the entirety of agreement.

All services and associated fees for both Phase I and Phase II are subject to final negotiations, with Phase II associated fees subject to timing and prevailing market rates.

1.3. Term

Phase I (Comprehensive Long-Term Land Management Plan) -The County anticipates a long-term partnership with the awarded Consultant, this RFP may result in multiple contract awards. Phase II (Mitigation Banking Implementation and Gopher Tortoise Recipient Site Development): The initial term will be established through negotiations and may include options for renewal based on the Consultant's performance and the availability of funding.

1.4. Additional Services

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

1.5. Performance Evaluation

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

1.6. 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 Bidders that are determined to be best qualified based upon the evaluation of the Bids.

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

1.7. Payment

The Consultant 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.

1.8. Cancellation of Contract

If the awarded Consultant 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 Consultant.

ATTACHMENT B

	Parcel Id	Address	City	Name	Vacant	Improved	Use	Acres	# of Buildings	Finished SF	Gross SF
1	01-06-24-006799-001-00	4060 LIGHTNING Ln	Middleburg	FEMA Lot / Potential Park	Vacant		Recreation/Park	4.3120			
2	02-04-24-005526-000-00	OAKLEAF PLANTATION	Middleburg	Veterans Park	Vacant		Recreation/Park	372.0000			
3	02-05-25-008827-132-00	County Road 220	Middleburg	Four Silos Park	Vacant		Recreation/Park	6.3000			
4	02-05-25-008871-000-00	2445 County Road 220	Middleburg	Paul C. Armstrong Park		Improved	Recreation/Park	16.1250	3	3444	3834
5	02-05-25-008874-001-00	SLEEPY HOLLOW	Middleburg	Paul C. Armstrong Park	Vacant		Recreation/Park	1.1300			
6	03-04-24-005528-000-00	OAKLEAF PLANTATION PKY	Middleburg	Veterans Park	Vacant		Recreation/Park	268.0000			
7	04-04-25-007867-002-57	DEERFIELD POINTE Dr	Orange Park	Deerfield Point Park	Vacant		Recreation/Park	1.8110			
8	04-05-25-009003-001-51	3016 CHIEF RIDAUGHT Trl	Middleburg	Ridaught Landing Park	Vacant		Recreation/Park	0.4330			
9	04-05-25-009003-001-52	3018 CHIEF RIDAUGHT Trl	Middleburg	Ridaught Landing Park	Vacant		Recreation/Park	0.4000			
10	04-05-26-014175-000-00	5700 US HIGHWAY 17	Fleming Island	Thunderbolt Park		Improved	Recreation/Park	9.1900	1	525	675
11	04-05-26-014266-000-12	Town Center Blvd	Fleming Island	Thunderbolt Park	Vacant		Recreation/Park	1.7830			
12	05-05-26-014266-022-00	321 Old Hard Rd	Fleming Island	Plantation Sports Complex		Improved	Recreation/Park	26.0300	1	1188	1440
13	06-04-26-010695-000-00	450 Parkwood Dr	Orange Park	Walter Odum Park		Improved	Recreation/Park	10.7300	3	5240	5415
14	06-04-26-010697-000-00	WOODSIDE Dr	Orange Park	Walter Odum Park	Vacant		Recreation/Park	2.2700			
15	06-06-24-006814-000-00	3829 Sergeant Bradley Crose Rd	Middleburg	Clay County Outdoor Complex		Improved	Recreation/Park	158.2680	3	724	7746
16	07-04-26-011767-000-00	OFF WOODSIDE BORROW PIT Dr	Orange Park	Walter Odum Park	Vacant		Recreation/Park	1.2620			
17	07-04-26-012198-000-00	SIGSBEE	Orange Park	Walter Odum Park	Vacant		Recreation/Park	0.3630			
18	07-04-26-012199-000-00	SIGSBEE	Orange Park	Walter Odum Park	Vacant		Recreation/Park	0.4440			
19	07-05-26-014264-001-00	Shade Tree Dr	Fleming Island	Wildlife Corridor		Improved	Recreation/Park	7.0000			
20	08-04-25-007871-000-00	3979 Plantation Oaks Blvd	Orange Park	Oakleaf Community Park		Improved	Recreation/Park	82.2600	2	1920	1920
21	08-05-26-014265-001-00	SUMMIT RIDGE	Fleming Island	Neptune Park	Vacant		Recreation/Park	20.0000			
22	08-05-26-014265-002-00	WOODGROVE	Fleming Island	Widlife Corridor / Park	Vacant		Recreation/Park	18.8300			
23	08-05-26-014266-002-00	ROSEBERRY Ct	Fleming Island	Neptune Park	Vacant		Recreation/Park	24.8100			
24	08-07-27-016082-000-00	120 WILLIAMS PARK	Green Cove Springs	Williams Park	Vacant		Recreation/Park	1.4340			
25	09-05-25-009118-000-00	2231 OLD FERRY	Green Cove Springs	Old Ferry Boat Ramp		Improved	Recreation/Park	0.6880			
26	10-06-24-006820-001-00	BLANDING Blvd	Green Cove Springs	Clay County Regional Sports Complex		Improved	Recreation/Park	251.2300			
27	10-08-23-001063-002-01	6725 LITTLE RAIN LAKE	Keystone Heights	Little Rail Lake Park		Improved	Recreation/Park	34.1400			
28	12-05-24-006222-000-00	3788 MAIN St	Middleburg	MSGT John E. Hayes Memorial Park & Boat Ramp		Improved	Recreation/Park	4.4960	1	240	240
29	12-05-24-006228-000-00	3791 MAIN St	Middleburg	MSGT John E. Hayes Memorial Park (Expansion)		Improved	Recreation/Park	0.5020			
30	13-05-24-006322-000-00	MARKUS Ln	Middleburg	Lot B (Weigel Park)	Vacant		Recreation/Park	2.3700			
31	14-04-25-020327-304-00	FOXRIDGE	Orange Park	Foxridge Park	Vacant		Recreation/Park	1.5970			
32	14-04-25-020327-397-81	BOTTOMRIDGE Dr	Orange Park	Foxridge Park		Improved	Recreation/Park	1.2560			
33	14-06-25-010506-000-00	4160 E PIER STATION	Green Cove Springs	Pier Station Park		Improved	Recreation/Park	1.5000	1	552	616
34	16-04-23-000116-003-68	COUNTY ROAD 217	Jacksonville	Antler's Run Park	Vacant		Recreation/Park	6.0850			
35	17-05-26-014279-000-00	US HIGHWAY 17	Fleming Island	Dupont Fleming Island	Vacant		Recreation/Park	96.1500			
36	17-05-26-014279-001-00	YELLOW JASMINE Ln	Fleming Island	Conservation / Park	Vacant		Recreation/Park	29.1700			
37	18-06-26-015602-001-00	2463 W STATE ROAD 16	Green Cove Springs	Clay County Fairgrounds		Improved	Recreation/Park	70.7700	22	231572	241691
38	18-08-23-022765-000-00	7165 KING St	Keystone Heights	Lake Brooklyn Boat Ramp	Vacant		Recreation/Park	2.5700			
39	22-05-24-006521-000-00	4227 LONGMIRE	Middleburg	Hunter Douglas Park		Improved	Recreation/Park	10.0000			
40	22-05-25-010096-001-00	2760 Sandridge Rd	Green Cove Springs	Ronnie Van Zant Park		Improved	Recreation/Park	90.0000	2	992	1280
41	23-04-25-020400-002-00	3510 MOODY Ave	Orange Park	Moody Avenue Park		Improved	Recreation/Park	14.9660	1	864	1404
42	26-04-24-005606-286-00	1155 FOXMEADOW Trl	Middleburg	Fox Meadow Recretional Park		Improved	Recreation/Park	18.4670			
43	26-05-24-006634-001-00	2970 BLACK CREEK Dr	Middleburg	FEMA Lot / Potential Park	Vacant		Recreation/Park	5.3380			
44	27-05-26-014296-000-00	3194 CAMP CHOWENWAW	Green Cove Springs	Camp Chowenwaw Park		Improved	Recreation/Park	163.5000	37	25348	31842
45	27-08-23-004657-004-00	6065 S TWIN LAKES	Keystone Heights	Twin Lakes Park		Improved	Recreation/Park	50.1600			
46	28-04-26-013158-000-00	4393 RAGGEDY POINT	Fleming Island	Moccasin Slough		Improved	Recreation/Park	259.4000			
47	28-05-26-014300-000-00	1472 River Ln	Green Cove Springs	Knights Boat Ramp		Improved	Recreation/Park	2.5280	2	973	1123
48	28-05-26-014308-000-00	1477 River Ln	Green Cove Springs	Knights Boat Ramp		Improved	Recreation/Park	1.9020			
49	28-08-23-021845-000-00	5TH Ave	Keystone Heights	Lake Geneva Boat Ramp	Vacant		Recreation/Park	0.1600			
50	29-04-26-013165-001-00	4300 E LAKESHORE Dr	Fleming Island	Lakeshore Boat Ramp		Improved	Recreation/Park	6.4220	1	525	675
51	30-08-23-022421-001-00	STATE ROAD 21	Keystone Heights	Lake Geneva Park	Vacant		Recreation/Park	2.0660			
52	31-04-26-021249-000-00	2399 LAKESHORE Dr	Fleming Island	Doctors Lake Park	Vacant		Recreation/Park	0.4050			
53	31-04-26-021250-000-00	LAKESHORE Dr	Fleming Island	Doctors Lake Park	Vacant		Recreation/Park	0.4790			
54	32-04-26-013192-002-00	4387 LAKESHORE Dr	Fleming Island	Eagle Harbor Soccer Complex		Improved	Recreation/Park	28.9600	1	2367	4324
55	32-04-26-021262-051-00	EAGLE HARBOR Pkwy	Fleming Island	Eagle Harbor Park		Improved	Recreation/Park	7.3200			
56	32-05-26-020983-000-00	FELLOWSHIP Blvd	Green Cove Springs	Potential Park (by Deadication)	Vacant		Recreation/Park	5.0000			
57	33-04-26-013196-001-60	1760 CASTILLE Dr	Fleming Island	Oak Creek Park		Improved	Recreation/Park	0.5890			
58	34-04-25-008153-304-00	EVERGREEN Ln	Middleburg	Greenwood Park		Improved	Recreation/Park	1.0670			
59	35-05-24-006699-213-00	4317 COUNTY ROAD 218	Middleburg	Omega Park and Playground		Improved	Recreation/Park	21.0600			
60	35-05-24-006699-231-00	4388 ANGORA St	Middleburg	Omega Park and Playground	Vacant		Recreation/Park	3.1400			
61	35-05-24-006699-232-00	4396 ANGORA St	Middleburg	Omega Park and Playground	Vacant		Recreation/Park	0.2600			
62	35-05-24-006699-255-00	2271 CHERVIL Ct	Middleburg	Omega Park and Playground	Vacant		Recreation/Park	1.2780			
63	37-05-24-006795-001-00	BLANDING Blvd	Middleburg	Potential Boat Ramp	Vacant		Recreation/Park	0.9780			

64	37-05-26-014609-213-00	BERMUDA Dr	Fleming Island	Island Forest Park		Improved	Recreation/Park	2.7390				
65	38-05-26-014775-000-00	7890 HIGHWAY 17	Fleming Island	Black Creek Park and Trail		Improved	Recreation/Park	53.4600	1	270	360	
66	38-05-26-014776-000-00	US HIGHWAY 17	Fleming Island	Conservation Easement	Vacant		Recreation/Park	214.0000				
67	38-06-26-016896-000-00	SUNSET Ave	Green Cove Springs	Boyd Educational National Park	Vacant		Recreation/Park	25.9600				
68	38-06-26-017134-000-00	LINDENHURST Ave	Green Cove Springs	Idlewilde Park Tennis Courts		Improved	Recreation/Park	0.4010				
69	38-06-26-017145-000-00	301 West St	Green Cove Springs	Carl Pugh Park		Improved	Recreation/Park	7.4600				
70	40-04-25-020696-000-00	3593 FORTUNA	Orange Park	W.E. Varnes Park		Improved	Recreation/Park	2.0000				
71	40-04-25-020896-001-00	1466 GIFFORD Ave	Orange Park	Tanglewood Park		Improved	Recreation/Park	4.0300	2	1026	1161	
72	40-04-25-020896-120-00	1466 GIFFORD Ave	Orange Park	Tanglewood Park		Improved	Recreation/Park	8.7300	2	1023	1274	
73	05-04-25-007868-001-05	BRANAN FIELD	Orange Park	Brannan Field - Regional Park	Vacant		Recreation/Park	23.0200				
74	04-05-26-014190-006-00	1895 Town Center Blvd	Fleming Island	Fleming Island Library		Improved	Civic/Administrative	5.0000	1	27121	30357	
75	05-04-25-007868-021-29	PLANTATION OAKS LIBRARY Blvd	Orange Park	Oakleaf Library	Vacant		Civic/Administrative	0.4650				
76	12-05-24-006169-000-00	2102 PALMETTO St	Middleburg	Civic Center Site/Middleburg Museum		Improved	Civic/Administrative	1.1750	2	3264	3584	
77	12-05-24-006170-001-00	3916 SECTION St	Middleburg	Middleburg Community Center		Improved	Civic/Administrative	0.4990	1	5421	6089	
78	20-08-23-002189-007-04	125 COMMERCIAL Cir	Keystone Heights	Senior Citizen Center		Improved	Civic/Administrative	0.6880				
79	27-04-23-000271-002-00	COUNTY ROAD 218	Jacksonville	Clay Hill Health Center		Improved	Civic/Administrative	1.0000	1	1729	2368	
80	28-04-25-008040-002-00	3229 BEAR RUN Blvd	Orange Park	Bear Run Health Clinic/Auto Registration		Improved	Civic/Administrative	2.0000	3	13738	14602	
81	32-05-26-021022-000-00	1650 RIVERS	Green Cove Springs	Quigley House		Improved	Civic/Administrative	1.7300	1	11056	12038	
82	35-05-24-006699-445-00	2245 ASTER Ave	Middleburg	Middleburg Library		Improved	Civic/Administrative	1.1270				
83	37-06-26-015725-000-00	HAVEN Ave	Green Cove Springs	Magnolia Cemetery	Vacant		Civic/Administrative	1.0000				
84	38-06-26-017180-000-00	915 Walnut St	Green Cove Springs	Archives & Museum Old Courthouse		Improved	Civic/Administrative	2.7850	3	22192	22488	
85	38-06-26-017298-000-00	403 FERRIS St	Green Cove Springs	GCS Library		Improved	Civic/Administrative	0.6240				
86	38-06-26-017342-000-00	604 Walnut St	Green Cove Springs	Council on Aging / Senior Center		Improved	Civic/Administrative	1.2210				
87	38-06-26-017620-000-00	825 N ORANGE Ave	Green Cove Springs	Judge William A. Wilkes Judicial Complex		Improved	Civic/Administrative	3.2850				
88	38-06-26-017621-000-00	477 HOUSTON St	Green Cove Springs	County Administration Bldg		Improved	Civic/Administrative	3.3740				
89	38-06-26-017628-000-00	633 N ORANGE Ave	Green Cove Springs	Building Site		Improved	Civic/Administrative	1.4580				
90	38-06-26-017683-000-00	N PALMETTO Ave	Green Cove Springs	Admin Bldg Parking Area		Improved	Civic/Administrative	2.2630				
91	38-06-26-017678-000-00	N Pine Ave	Green Cove Springs	Admin Bldg Parking Area	Vacant		Civic/Administrative	0.1400				
92	38-06-26-017692-000-00	N PALMETTO Ave	Green Cove Springs	Courthouse/Jail Parking		Improved	Civic/Administrative	1.4910				
93	41-04-26-018923-000-00	414 STOWE Ave	Orange Park	Orange Park Senior Center		Improved	Civic/Administrative	1.4460	1	6264	7274	
94	41-04-26-019409-001-00	2054 PLAINFIELD Ave	Orange Park	Orange Park Library		Improved	Civic/Administrative	1.1470				
95	41-04-26-019409-003-00	2054 PLAINFIELD Ave	Orange Park	Orange Park Library		Improved	Civic/Administrative	1.8300				
96	05-04-25-007868-021-26	OAKLEAF VILLAGE Pkwy	Orange Park	Oakleaf Library	Vacant		Civic/Administrative	0.5680				
97	01-05-24-005924-001-00	1611 LONG BAY	Middleburg	Longbay Radio Tower Property	Vacant		Facilities/Maintenance	4.4345				
98	02-05-25-008976-000-00	2511 County Road 220	Middleburg	Black Creek Park-N-Ride / Future Animal Shelter		Improved	Facilities/Maintenance	29.7400				
99	08-06-26-015266-000-00	3809 KNOWLES PIT	Green Cove Springs	Knowles Pit	Vacant		Facilities/Maintenance	9.5900				
100	08-06-26-015267-000-00	3809 KNOWLES PIT	Green Cove Springs	Knowles Pit	Vacant		Facilities/Maintenance	10.0000				
101	13-06-24-006827-000-00	3984 W STATE ROAD 16	Green Cove Springs	Animal Care and Control		Improved	Facilities/Maintenance	10.142				
102	16-05-24-005955-697-00	2385 MASTERS	Middleburg	Masters Pit	Vacant		Facilities/Maintenance	9.2197				
103	24-08-23-007800-011-00	5530 County Road 214	Keystone Heights	Keystone ECC Expansion (Vacant)	Vacant		Facilities/Maintenance	2.4640				
104	24-08-23-007800-026-00	7662 MONONGAHELA Ave	Keystone Heights	Keystone ECC Expansion (Vacant)	Vacant		Facilities/Maintenance	10.628				
105	28-08-23-021904-000-00	6TH St	Keystone Heights	Lake Geneva Old Borrow Pit	Vacant		Facilities/Maintenance	3.3450				
106	28-08-23-021905-000-00	6TH St	Keystone Heights	Lake Geneva Old Borrow Pit	Vacant		Facilities/Maintenance	0.5000				
107	28-08-23-021906-000-00	County Road 214	Keystone Heights	Lake Geneva Old Borrow Pit	Vacant		Facilities/Maintenance	0.1430				
108	28-08-23-021907-000-00	County Road 214	Keystone Heights	Lake Geneva Old Borrow Pit	Vacant		Facilities/Maintenance	1.1430				
109	28-08-23-021908-000-00	CYPRESS St	Keystone Heights	Lake Geneva Old Borrow Pit	Vacant		Facilities/Maintenance	2.1430				
110	32-05-26-020982-000-00	1565 County Road 315	Green Cove Springs	County Maintenance Yard	Vacant		Facilities/Maintenance	22.8900				
111	33-04-25-008134-003-00	2913 County Road 220	Middleburg	Safe Animal Shelter		Improved	Facilities/Maintenance	27.5900				
112	33-08-23-004921-000-00	GUSTAFSON	Keystone Heights	Closed Gustafson Rd Landfill	Vacant		Facilities/Maintenance	4.3655				
113	34-08-23-005165-000-00	County Line Rd	Melrose	**Vacant Residential (Borrow Pit ?)**	Vacant		Facilities/Maintenance	5				
114	34-08-23-005165-002-00	6070 S TWIN LAKES	Melrose	Twin Lakes Borrow Pit		Improved	Facilities/Maintenance	43.0				
115	34-08-23-005250-002-00	OFF COUNTY LINE	Melrose	Twin Lakes Borrow Pit	Vacant		Facilities/Maintenance	19.9800				
116	38-06-26-018199-000-00	5 ESPLANADE Ave	Green Cove Springs	Public Works		Improved	Facilities/Maintenance	17.7652	5	17603	20390	
117	05-05-24-005932-006-00	BLUEJAY Dr	Middleburg	Borrow Pit	Vacant		Facilities/Maintenance	0.9380				
118	20-06-23-000690-000-00	6343 SEMINOLE St	Starke	Former Fire Station - Storage		Improved	Facilities/Maintenance	0.2640	1	2520	2520	
119	01-04-24-007869-107-00	Plantation Oaks Blvd	Orange Park	Right-of-Way		Improved	Infrastructure	0.9130				
120	01-04-25-011758-255-99	Aquarius Concourse	Orange Park	Right-of-Way / Easements		Improved	Infrastructure	10.0000				
121	01-08-23-000758-001-00	COUNTY ROAD 352	Keystone Heights	ROW Leftover	Vacant		Infrastructure	4.9700				
122	02-05-25-008823-010-56	8600 BRECKENRIDGE Blvd	Middleburg	Retention Pond	Vacant		Infrastructure	9.5000				
123	03-04-25-007864-017-37	SPENCER PLANTATION Blvd	Orange Park	Right-of-Way	Vacant		Infrastructure	3.6710				

124	03-04-25-007864-017-40	ACCESS	Orange Park	Retention Location/ Infrastructure	Vacant		Infrastructure	0.5370
125	03-04-25-007864-017-41	Cheswick Oak Ave	Orange Park	Retention Location/ Infrastructure	Vacant		Infrastructure	0.2690
126	03-09-23-021931-000-00	County Line Rd	Melrose	Right-of-Way	Vacant		Infrastructure	0.1600
127	03-09-23-021975-001-00	OFF STATE ROAD 100	Melrose	Right-of-Way	Vacant		Infrastructure	0.9350
128	04-04-25-007866-007-56	Cheswick Oak Ave	Orange Park	Right-of-Way	Vacant		Infrastructure	1.8200
129	04-05-25-008998-001-02	APALACHICOLA Blvd	Middleburg	Right-of-Way	Vacant		Infrastructure	0.3120
130	04-05-25-009007-004-00	RUSSELL	Middleburg	Right-of-Way / Easement	Vacant		Infrastructure	0.1080
131	04-05-26-014173-004-96	US HIGHWAY 17	Fleming Island	Right-of-Way	Vacant		Infrastructure	6.5000
132	05-04-26-010670-001-01	WELLS	Orange Park	Right-of-Way	Vacant		Infrastructure	5.4530
133	05-04-26-010670-002-01	WELLS	Orange Park	Right-of-Way	Vacant		Infrastructure	3.0000
134	05-04-26-019824-003-00	CORPORATE Way	Orange Park	Right-of-Way	Vacant		Infrastructure	5.8290
135	05-04-26-019825-001-55	WELLS	Orange Park	Retention Pond	Vacant		Infrastructure	1.8000
136	05-04-26-019825-184-00	WELLS	Orange Park	Right-of-Way	Vacant		Infrastructure	1.7210
137	05-04-26-019828-001-01	BARTLETT Ave	Orange Park	Drainage off park	Vacant		Infrastructure	2.6980
138	05-04-26-019828-129-00	KEVIN Dr	Orange Park	Utility Easement	Vacant		Infrastructure	0.0470
139	05-04-26-020136-000-99	GROVE PARK Ln	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	5.0000
140	05-05-25-009016-003-99	HOLLARS Pl	Middleburg	Drainage	Vacant		Infrastructure	1.2300
141	05-05-25-009016-004-16	County Road 220	Middleburg	Right-of-Way	Vacant		Infrastructure	0.0470
142	05-05-25-009020-001-02	County Road 220	Middleburg	Right-of-Way	Vacant		Infrastructure	0.0300
143	05-05-25-009022-001-01	County Road 220	Middleburg	Future Retention Pond	Vacant		Infrastructure	7.1800
144	05-06-26-015234-006-82	County Road 315	Green Cove Springs	Right-of-Way		Improved	Infrastructure	0.4600
145	06-04-26-010687-135-01	CEDAR BEND Dr	Orange Park	Drainage & Utility Easement		Improved	Infrastructure	0.2470
146	06-05-26-014263-000-00	County Road 220	Fleming Island	Right-of-Way	Vacant		Infrastructure	2.0000
147	06-06-26-014455-007-00	County Road 315	Green Cove Springs	Future Retention Ponds	Vacant		Infrastructure	0.2600
148	06-06-26-015248-001-00	COUNTY ROAD 315A	Green Cove Springs	Retention Pond	Vacant		Infrastructure	9.8000
149	06-06-26-015249-002-00	COUNTY ROAD 315A	Green Cove Springs	Future Road Right-of-Way	Vacant		Infrastructure	14.4000
150	07-04-25-007869-001-07	Oakleaf Plantation Pkwy	Orange Park	Right-of-way piece	Vacant		Infrastructure	0.0100
151	07-04-25-007869-042-53	SOUTHWOOD	Orange Park	Road	Vacant		Infrastructure	1.1480
152	07-04-26-011914-000-99	EDSON Dr	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	5.0000
153	07-04-26-012157-001-00	GANO Ct	Orange Park	Easement to School	Vacant		Infrastructure	0.0400
154	07-04-26-012930-000-00	S FOXWOOD	Orange Park	Right-of-Way	Vacant		Infrastructure	0.1900
155	07-04-26-012943-001-00	FOXWOOD Ct	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	0.3480
156	07-04-26-012964-001-00	FOXWOOD Dr	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	0.9600
157	07-04-26-013013-001-01	FOXWOOD	Orange Park	Easement	Vacant		Infrastructure	0.3050
158	07-04-26-013066-004-00	359 Blanding Blvd	Orange Park	Easement	Vacant		Infrastructure	2.2800
159	07-04-26-013075-004-00	PROFSNL CTR Dr	Orange Park	Right-of-Way	Vacant		Infrastructure	1.0000
160	07-08-23-000898-008-00	6773 SPANISH MOSS Dr	Keystone Heights	Retention Pond	Vacant		Infrastructure	1.1200
161	08-06-26-015321-000-00	Stauffer Rd	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	3.7500
162	09-04-25-007878-001-00	Cheswick Oak Ave	Orange Park	Right-of-Way	Vacant		Infrastructure	11.9900
163	09-05-24-005953-104-00	4466 COUNTY ROAD 218	Middleburg	Future Retention Pond	Vacant		Infrastructure	1.1100
164	09-05-24-005953-105-00	4460 COUNTY ROAD 218	Middleburg	Future Retention Pond	Vacant		Infrastructure	1.1000
165	09-05-24-005953-108-00	4442 COUNTY ROAD 218	Middleburg	Future Retention Pond	Vacant		Infrastructure	1.0300
166	09-05-24-005953-109-00	4436 COUNTY ROAD 218	Middleburg	Future Retention Pond	Vacant		Infrastructure	1.0300
167	09-05-24-005954-123-01	COUNTY ROAD 218	Middleburg	Right-of-Way	Vacant		Infrastructure	17.1580
168	09-05-25-009111-001-01	MCRAE LANDING	Middleburg	Right-of-Way	Vacant		Infrastructure	0.1330
169	09-06-26-015231-001-04	TURNER	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.8700
170	10-05-25-009205-031-00	W HIDDEN WATERS Dr	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	10.0223
171	12-04-25-012908-000-99	BOWIE Blvd	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	1.0000
172	12-04-25-020303-001-01	8600 BURWICK Ave	Orange Park	Right-of-Way	Vacant		Infrastructure	0.5500
173	12-06-25-010433-000-00	W STATE ROAD 16	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	1.0000
174	13-04-25-020304-333-99	GEORGE WYTHE	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	2.2200
175	13-04-25-020304-339-00	CHARLES PICKNEY St	Orange Park	Drainage Right-of-Way	Vacant		Infrastructure	2.3200
176	13-04-25-020336-001-74	STONEBRIDGE Dr	Orange Park	Retention Pond	Vacant		Infrastructure	3.5000
177	13-05-24-006316-001-00	Laura St	Middleburg	Right-of-Way	Vacant		Infrastructure	0.0230
178	14-04-25-007938-001-87	WICKLOW Ct	Orange Park	Retention Pond	Vacant		Infrastructure	5.2260
179	14-04-25-007938-001-88	CAMP JOHNSON	Orange Park	Right-of-Way	Vacant		Infrastructure	0.6210
180	14-04-25-007938-001-89	NEWCASTLE Dr	Orange Park	Conservation Easement / Retention	Vacant		Infrastructure	0.3330
181	14-04-25-007938-001-90	NEWCASTLE Dr	Orange Park	Conservation Easement / Retention	Vacant		Infrastructure	0.6170
182	14-04-25-020327-252-00	CAMP FRANCIS JOHNSON	Orange Park	Right-of-Way	Vacant		Infrastructure	8.8000
183	14-04-25-020327-306-01	FOXRIDGE	Orange Park	Right-of-Way	Vacant		Infrastructure	0.2110
184	14-04-25-020327-397-82	MARBLERIDGE Dr	Orange Park	Right-of-Way	Vacant		Infrastructure	0.5650
185	14-04-25-020327-397-83	SCOUTRIDGE Ct	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	0.1170
186	14-04-25-020388-147-01	RIDGECREST Ave	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	1.0730

187	14-04-25-020388-147-02	RIDGECREST Ave	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.2600
188	14-05-24-006323-003-02	Parsonage St	Middleburg	Right-of-Way	Vacant	Infrastructure	1.2640
189	14-05-24-006401-000-99	COUNTY ROAD 218	Middleburg	Drainage Easement	Vacant	Infrastructure	2.0000
190	14-05-25-020388-479-43	GARFIELD Ave	Orange Park	Retention Pond	Vacant	Infrastructure	0.4870
191	15-04-25-007941-002-01	HICKORY GLEN Dr	Orange Park	Right-of-Way	Vacant	Infrastructure	2.7180
192	15-04-25-007941-003-52	Washington Ave	Orange Park	Right-of-Way	Vacant	Infrastructure	0.3800
193	15-04-25-007941-005-43	BURGANDY BRANCH Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.1510
194	15-04-25-007941-005-44	BURGANDY BRANCH Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.1290
195	15-04-25-007941-006-20	BURGANDY BRANCH Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.1990
196	15-04-25-007941-006-21	BURGANDY BRANCH Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.1420
197	15-04-25-020327-396-00	BOTTOMRIDGE Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.1100
198	15-04-26-020327-397-00	BOTTOMRIDGE Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	1.3200
199	15-08-23-001437-861-99	HOOSIER Ave	Keystone Heights	Utility Easement	Vacant	Infrastructure	20.0000
200	16-05-24-005954-140-00	4455 COUNTY ROAD 218	Middleburg	Right-of-Way	Vacant	Infrastructure	1.1850
201	16-05-24-005954-656-00	4746 CATTAIL St	Middleburg	Right-of-Way	Vacant	Infrastructure	1.6520
202	16-05-25-009339-005-02	VERBENA Pkwy	Green Cove Springs	Right-of-Way	Vacant	Infrastructure	0.8300
203	16-05-26-014176-012-01	EAGLE CREST Dr	Fleming Island	Right-of-Way	Vacant	Infrastructure	0.6100
204	16-08-23-001566-000-00	SMITH St	Keystone Heights	Retention Pond	Vacant	Infrastructure	4.4000
205	17-04-25-007876-003-00	Kindlewood Dr	Middleburg	Right-of-Way	Vacant	Infrastructure	2.5200
206	17-04-25-007949-051-07	Kindlewood Dr	Middleburg	Right-of-Way	Vacant	Infrastructure	0.4600
207	17-04-25-007950-050-02	GREEN OAKS Ln	Middleburg	Drainage & Utility Easement	Vacant	Infrastructure	2.0000
208	18-04-25-007953-001-27	TYNES Blvd	Orange Park	Right-of-Way	Vacant	Infrastructure	5.4800
209	18-04-25-007953-051-01	TYNES Blvd	Middleburg	Right-of-Way	Vacant	Infrastructure	12.4000
210	18-04-26-013013-001-03	FOXWOOD	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.5250
211	18-04-26-013013-009-00	FOXWOOD	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.3560
212	18-04-26-013014-026-01	FOXWOOD	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.5430
213	18-04-26-013086-074-00	PEMBRIDGE Ct	Orange Park	Retention Pond	Vacant	Infrastructure	1.4780
214	18-04-26-013787-025-01	2470 OAKDALE Dr	Orange Park	Right-of-Way	Vacant	Infrastructure	0.1500
215	18-04-26-020264-062-99	6 PREAKNESS PLZ	Orange Park	Right-of-Way	Vacant	Infrastructure	0.8800
216	18-04-26-020264-259-00	DERBY Ct	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.6530
217	20-05-25-010079-000-00	8600 BRANSCOMB	Green Cove Springs	Right-of-Way	Vacant	Infrastructure	0.1400
218	21-04-25-007969-093-90	OFF BEE N St	Orange Park	Retention Pond	Vacant	Infrastructure	1.6600
219	21-04-25-007969-093-91	OFF BEE N St	Orange Park	Retention Pond	Vacant	Infrastructure	0.4100
220	21-04-25-007969-093-92	OFF BEE N St	Orange Park	Retention Pond	Vacant	Infrastructure	0.5200
221	21-04-25-007969-095-01	RUSHING Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.0750
222	21-04-25-020940-000-00	Washington Ave	Orange Park	Likely Right-of-Way	Vacant	Infrastructure	2.2100
223	21-05-25-010094-001-01	2901 Sandridge Rd	Green Cove Springs	Right-of-Way	Vacant	Infrastructure	0.8000
224	21-05-25-010110-001-01	Henley Rd	Green Cove Springs	Retention Pond	Vacant	Infrastructure	3.5740
225	21-06-23-021610-001-00	SEMINOLE St	Starke	Retention Pond	Vacant	Infrastructure	0.0690
226	21-08-23-002278-000-00	ALLIANCE Ave	Keystone Heights	Retention Pond	Vacant	Infrastructure	14.7700
227	22-04-25-020485-000-99	Washington Ave	Orange Park	Drainage Right-of-Way	Vacant	Infrastructure	2.0000
228	22-05-25-009337-001-00	Sandridge Rd	Green Cove Springs	Future Retention Pond	Vacant	Infrastructure	2.0800
229	22-05-25-010109-100-00	Sandridge Rd	Green Cove Springs	Right-of-Way	Vacant	Infrastructure	0.0700
230	22-08-23-004618-000-00	FURMAN Ave	Keystone Heights	Retention Pond	Vacant	Infrastructure	1.5000
231	23-04-25-020756-004-00	CALVADOS Ave	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	1.2700
232	23-04-25-020757-067-00	CALVADOS Ave	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	1.4390
233	23-05-25-010101-015-06	Sandridge Rd	Green Cove Springs	Right-of-Way	Vacant	Infrastructure	0.5100
234	24-04-25-020404-120-00	MEADOW Dr	Orange Park	Retention Pond	Vacant	Infrastructure	2.1990
235	24-04-25-020404-120-01	MEADOW Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	2.9500
236	24-04-25-020404-121-00	MOODY Ave	Orange Park	Retention Pond	Vacant	Infrastructure	1.7760
237	24-04-25-020404-324-00	MEADOW Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	9.9090
238	24-05-25-010105-001-01	Sandridge Rd	Green Cove Springs	Drainage & Utility Easement	Vacant	Infrastructure	0.0400
239	24-07-26-015966-000-01	CREWS	Green Cove Springs	Right-of-Way	Vacant	Infrastructure	3.1000
240	25-04-23-000250-001-00	Nolan Rd	Middleburg	Right-of-Way	Vacant	Infrastructure	0.0600
241	25-05-24-006601-000-00	Maggie Ln	Middleburg	Right-of-Way	Vacant	Infrastructure	4.6240
242	26-04-24-005606-103-00	FOXMEADOW Trl	Middleburg	Right-of-Way	Vacant	Infrastructure	1.5360
243	26-04-24-005606-154-00	LIVE OAK Ln	Middleburg	Right-of-Way	Vacant	Infrastructure	9.4980
244	26-05-25-010101-100-00	Sandridge Rd	Green Cove Springs	Right-of-Way	Vacant	Infrastructure	3.8700
245	27-04-24-005626-001-40	Junction Dr	Middleburg	Drainage & Utility Easement	Vacant	Infrastructure	3.6600
246	27-04-24-005626-004-00	COUNTY ROAD 220A	Middleburg	Road Extension / Right-of-Way	Vacant	Infrastructure	0.9820
247	27-04-25-008012-001-01	OAK Ln	Orange Park	Right-of-Way	Vacant	Infrastructure	1.0860
248	27-04-25-020963-163-01	TANGLEWOOD Blvd	Orange Park	Retention Pond	Vacant	Infrastructure	4.4800
249	27-04-25-020963-163-02	PIONEER Dr	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	0.1460
250	27-04-25-020963-163-03	TANGLEWOOD Blvd	Orange Park	Drainage & Utility Easement	Vacant	Infrastructure	1.3080

251	27-04-25-020963-299-00	Old Jennings Rd	Orange Park	Retention Pond	Vacant		Infrastructure	4.8200				
252	27-04-25-020963-300-01	MESQUITE Ave	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	0.2880				
253	27-04-25-020963-365-00	OFF MESQUITE Ave	Orange Park	Drainage	Vacant		Infrastructure	0.0360				
254	28-04-25-007969-093-87	1301 N BEE St	Orange Park	Retention Pond	Vacant		Infrastructure	1.3190				
255	28-04-25-007969-093-88	1275 N BEE St	Orange Park	Retention Pond	Vacant		Infrastructure	0.3880				
256	28-04-25-007969-093-89	1229 N BEE St	Orange Park	Retention Pond	Vacant		Infrastructure	1.0000				
257	28-04-25-008050-001-00	NEIGHBORS COVE	Orange Park	Retention Pond	Vacant		Infrastructure	0.6290				
258	28-04-25-008053-003-00	BLANDING Blvd	Orange Park	Retention Pond	Vacant		Infrastructure	3.2100				
259	28-04-25-008053-005-00	BEAR RUN Blvd	Orange Park	Drainage	Vacant		Infrastructure	0.0850				
260	28-04-25-008063-001-01	KNIGHT BOXX	Orange Park	Right-of-Way	Vacant		Infrastructure	1.3000				
261	28-05-25-010094-006-94	VINEWOOD Pl	Green Cove Springs	Walkway to Junior High / Easement	Vacant		Infrastructure	0.0480				
262	28-05-25-010094-006-95	PLAINWOOD Pl	Green Cove Springs	Walkway to Junior High / Easement	Vacant		Infrastructure	0.0490				
263	28-05-25-010110-007-02	COUNTY ROAD 218	Green Cove Springs	Retention Pond	Vacant		Infrastructure	2.8100				
264	28-05-26-014297-001-91	BALL	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.0210				
265	28-05-26-014297-001-92	BALL	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.2610				
266	28-05-26-014297-001-93	BALL	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.0300				
267	28-05-26-014366-001-00	REVELS	Green Cove Springs	Right-of-Way ?	Vacant		Infrastructure	0.0400				
268	28-05-26-014367-000-00	1508 RUSSELL	Green Cove Springs	Retention Pond	Vacant		Infrastructure	2.7300				
269	28-05-26-014368-001-00	RUSSELL	Green Cove Springs	Right-of-Way ?	Vacant		Infrastructure	0.1300				
270	28-05-26-014376-003-00	DOTHAN	Green Cove Springs	Right-of-Way ?	Vacant		Infrastructure	0.0040				
271	28-05-26-014382-001-00	RUSSELL	Green Cove Springs	Right-of-Way ?	Vacant		Infrastructure	0.0040				
272	28-05-26-014404-001-00	RUSSELL	Green Cove Springs	Right-of-Way ?	Vacant		Infrastructure	0.1700				
273	28-08-23-004665-000-00	TWIN LAKES	Keystone Heights	Right-of-Way	Vacant		Infrastructure	1.0190				
274	28-08-23-021802-000-00	State Road 100	Keystone Heights	Right-of-Way	Vacant		Infrastructure	0.1150				
275	29-04-25-008064-001-01	BRANNAN MILL Blvd	Middleburg	Right-of-Way	Vacant		Infrastructure	17.7000				
276	29-04-25-008065-003-08	Old Jennings Rd	Middleburg	Retention Pond	Vacant		Infrastructure	0.0780				
277	29-04-25-008065-003-09	Old Jennings Rd	Middleburg	Right-of-Way	Vacant		Infrastructure	0.1620				
278	29-04-25-008068-001-95	Old Jennings Rd	Middleburg	Right-of-Way	Vacant		Infrastructure	0.0640				
279	29-04-25-008068-001-96	Old Jennings Rd	Middleburg	Right-of-Way	Vacant		Infrastructure	0.2120				
280	29-05-26-014448-004-00	County Road 209	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	4.8500				
281	30-04-24-005629-001-20	1560 OLD DINEFIELD	Middleburg	Nolan's Pit / Sheriff Tower Site		Improved	Infrastructure	25.3700	1	187	187	
282	30-08-23-022389-002-00	FAIRWAY Ave	Keystone Heights	Retention Pond	Vacant		Infrastructure	0.3460				
283	31-05-26-014455-006-00	County Road 315	Green Cove Springs	Cathedral Oaks Phase 2	Vacant		Infrastructure	42.5000				
284	31-05-26-014455-008-00	3385 County Road 315	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.1400				
285	31-08-23-004814-000-00	Alderman Rd	Melrose	Right-of-Way	Vacant		Infrastructure	0.1030				
286	32-04-25-008101-039-69	Penzance Pkwy	Middleburg	Right-of-Way	Vacant		Infrastructure	0.9120				
287	32-04-25-008101-039-70	Penzance Pkwy	Middleburg	Right-of-Way	Vacant		Infrastructure	0.4670				
288	32-04-25-008102-007-00	Old Jennings Rd	Middleburg	Retention Pond	Vacant		Infrastructure	1.4960				
289	32-05-24-006698-200-01	2854 CAMEL Cir	Middleburg	Right-of-Way	Vacant		Infrastructure	0.4660				
290	32-05-26-014462-998-00	County Road 315	Green Cove Springs	Willow Springs Phase 2	Vacant		Infrastructure	7.0400				
291	32-05-26-020981-001-18	RIVERS	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.0300				
292	32-05-26-021233-001-00	1647 RIVERS	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.2100				
293	33-04-25-008123-002-85	COUNTY ROAD 209	Middleburg	Right-of-Way	Vacant		Infrastructure	3.3700				
294	33-04-26-013196-001-61	DENMARK Dr	Fleming Island	Right-of-Way	Vacant		Infrastructure	0.0990				
295	33-04-26-013196-001-63	CASTILLE Dr	Fleming Island	Right-of-Way	Vacant		Infrastructure	6.0240				
296	33-05-25-010556-002-00	Cathedral Oak Pkwy	Green Cove Springs	Cathedral Oaks Phase 3	Vacant		Infrastructure	29.6300				
297	33-05-25-010556-003-00	Cathedral Oak Pkwy	Green Cove Springs	Cathedral Oaks Phase 3	Vacant		Infrastructure	5.2000				
298	34-04-25-008153-999-00	KNIGHT BOXX	Middleburg	Drainage & Utility Easement	Vacant		Infrastructure	11.1750				
299	34-04-25-008154-006-68	Wavering Ln	Middleburg	Right-of-Way	Vacant		Infrastructure	0.6000				
300	34-04-25-008154-008-51	ANNE Dr	Middleburg	Right-of-Way	Vacant		Infrastructure	0.5000				
301	35-04-25-008190-074-00	SANDY HOLLOW LOOP	Middleburg	Drainage & Utility Easement	Vacant		Infrastructure	2.7490				
302	35-04-25-008223-006-02	College Dr	Middleburg	Retention Pond	Vacant		Infrastructure	16.4850				
303	35-04-25-008251-001-36	1810 SOUTHLAKE Dr	Middleburg	Right-of-Way	Vacant		Infrastructure	0.2930				
304	35-04-25-008251-001-66	HIDEAWAY HILL Ct	Middleburg	Right-of-Way	Vacant		Infrastructure	0.1600				
305	35-04-25-008253-001-00	8600 County Road 220	Middleburg	Right-of-Way	Vacant		Infrastructure	0.4300				
306	35-04-25-008254-008-00	8600 COASTLINE RAILROAD	Middleburg	Right-of-Way	Vacant		Infrastructure	6.1810				
307	35-05-24-006699-378-00	4240 ANGORA St	Middleburg	Future Pond	Vacant		Infrastructure	1.1700				
308	35-05-24-006699-379-00	4248 ANGORA St	Middleburg	Future Pond	Vacant		Infrastructure	1.1470				
309	35-05-25-010146-001-00	5600 COUNTY ROAD 218	Green Cove Springs	Cathedral Oaks Phase 1	Vacant		Infrastructure	15.0143				
310	35-05-25-010146-001-01	5600 COUNTY ROAD 218	Green Cove Springs	Cathedral Oaks Phase 1 (Replat ?)	Vacant		Infrastructure	0.0000				
311	35-05-25-010146-001-02	5600 COUNTY ROAD 218	Green Cove Springs	Cathedral Oaks Phase 1	Vacant		Infrastructure	0.0000				
312	37-05-26-014609-097-00	BERMUDA Dr	Fleming Island	Retention Pond	Vacant		Infrastructure	0.2830				
313	37-06-26-015722-003-11	VIRGILS Way	Green Cove Springs	Retention Pond/Right-of-Way/Conservation Easement	Vacant		Infrastructure	2.1700				

314	38-04-25-013787-337-01	RICHARDS	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	6.8700			
315	38-05-25-009416-001-00	COKESBURY Ct	Green Cove Springs	Drainage	Vacant		Infrastructure	0.0560			
316	38-06-26-016515-005-00	County Road 15A	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.2660			
317	38-06-26-016518-003-00	S US HIGHWAY 17	Green Cove Springs	Water Plant		Improved	Infrastructure	1.6500			
318	38-06-26-016582-000-00	HALL PARK	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	1.5080			
319	39-04-25-013787-000-01	E RAINEY Ave	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	1.4770			
320	40-04-25-020673-047-00	JEFFERSON Ave	Orange Park	Right-of-Way	Vacant		Infrastructure	0.0310			
321	40-04-25-020673-048-00	JEFFERSON Ave	Orange Park	Right-of-Way	Vacant		Infrastructure	0.0350			
322	40-04-25-020756-002-00	LOANGO	Orange Park	Drainage & Utility Easement	Vacant		Infrastructure	0.1320			
323	40-04-25-020756-003-00	CALVADOS Ave	Orange Park	Right-of-Way	Vacant		Infrastructure	1.1670			
324	40-04-25-020963-714-24	JEFFERSON Ave	Orange Park	Right-of-Way	Vacant		Infrastructure	0.1170			
325	40-05-26-010206-000-33	BIG OAK Dr	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.1670			
326	40-05-26-010206-000-34	BIG OAK Dr	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.1300			
327	41-04-25-008317-001-41	CAPTIVA Dr	Middleburg	Retention Pond	Vacant		Infrastructure	3.5600			
328	41-04-25-008317-001-42	CAPTIVA Dr	Middleburg	Right-of-Way	Vacant		Infrastructure	0.0700			
329	41-04-25-008317-001-43	CAPTIVA Dr	Middleburg	Right-of-Way	Vacant		Infrastructure	0.2900			
330	41-04-25-008317-001-44	CAPTIVA Dr	Middleburg	Right-of-Way	Vacant		Infrastructure	0.1000			
331	41-04-25-008317-001-46	County Road 220	Middleburg	Right-of-Way	Vacant		Infrastructure	0.4200			
332	41-04-26-013064-001-00	MOODY Ave	Orange Park	Right-of-Way	Vacant		Infrastructure	2.0580			
333	41-05-25-008823-004-03	8600 ASHTON St	Middleburg	Drainage & Utility Easement	Vacant		Infrastructure	13.0000			
334	41-05-25-008823-004-59	AVILA Way	Middleburg	Drainage & Utility Easement	Vacant		Infrastructure	3.9460			
335	41-05-25-008827-130-99	FARM Way	Middleburg	Drainage & Utility Easement	Vacant		Infrastructure	1.0500			
336	42-04-25-008814-002-00	LOCH RANE Blvd	Orange Park	Retention Pond	Vacant		Infrastructure	9.2100			
337	42-04-26-013218-000-99	ROBINETTE Dr	Orange Park	Right-of-Way	Vacant		Infrastructure	0.0900			
338	42-04-26-013324-000-00	HOLLY RIDGE Dr	Orange Park	Right-of-Way	Vacant		Infrastructure	0.1720			
339	42-04-26-013864-000-00	BIRCHWOOD Dr	Orange Park	Right-of-Way	Vacant		Infrastructure	0.1680			
340	42-05-26-015210-001-00	County Road 220	Fleming Island	Retention Pond	Vacant		Infrastructure	1.0000			
341	46-05-26-010208-001-00	2299 Sandridge Rd	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.1000			
342	46-05-26-010214-004-01	RUSSELL	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.0200			
343	46-05-26-010226-004-00	3101 RUSSELL	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.0100			
344	46-05-26-010230-001-00	RUSSELL	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.0200			
345	46-05-26-010279-000-99	OAK GROVE Dr	Green Cove Springs	Drainage & Utility Easement	Vacant		Infrastructure	3.0000			
346	46-05-26-010301-009-92	COUNTY ROAD 209	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	5.1700			
347	46-05-26-010301-100-00	COUNTY ROAD 209	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	4.7600			
348	46-05-26-010321-002-01	2991 WATKINS	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.2900			
349	46-05-26-010324-002-09	RUSSELL	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.0500			
350	46-05-26-010324-002-10	3475 RUSSELL	Green Cove Springs	Right-of-Way	Vacant		Infrastructure	0.0200			
351	04-05-25-009001-002-99	KILLARN Cir	Middleburg	Drainage	Vacant		Infrastructure	0.1200			
352	17-05-24-006409-001-02	COUNTY ROAD 218	Middleburg	**Likely Retention Pond?**	Vacant		Infrastructure	2.0000			
353	29-05-26-014441-001-00	RUSSELL	Green Cove Springs	ROW	Vacant		Infrastructure	0.1000			
354	29-05-26-014451-001-00	COUNTY ROAD 315 B	Green Cove Springs	ROW	Vacant		Infrastructure	0.1600			
355	34-04-25-008153-170-00	MANGO Dr	Middleburg	Drainage / **Maybe Buildable**	Vacant		Infrastructure	0.9080			
356	34-04-25-008153-455-00	2638 E PINEWOOD Blvd	Middleburg	Drainage	Vacant		Infrastructure	0.1790			
357	37-05-26-014609-107-00	BERMUDA Dr	Fleming Island	Retention Pond	Vacant		Infrastructure	0.2740			
358	38-05-26-014761-001-00	LIVE OAK Ln	Fleming Island	Creek & Wetland	Vacant		Infrastructure	3.0760			
359	41-04-25-008317-001-45	CAPTIVA Dr	Middleburg	Drainage System -Station	Vacant		Infrastructure	0.0840			
360	46-05-26-010214-003-03	HUMMINGBIRD Ln	Green Cove Springs	Future Road Right-of-Way	Vacant		Infrastructure	0.3530			
361	46-05-26-010214-006-01	RUSSELL	Green Cove Springs	Future Road Right-of-Way	Vacant		Infrastructure	0.8200			
362	46-05-26-010222-001-00	RUSSELL	Green Cove Springs	Future Road Right-of-Way	Vacant		Infrastructure	0.4700			
363	28-05-26-014367-001-00	1512 RUSSELL	Green Cove Springs	Retention Pond	Vacant		Infrastrucure	2.4300	1	1755	2043
364	32-05-26-021023-001-00	1680 County Road 315	Green Cove Springs		Vacant		Infrastrucure	0.6200			
365	20-08-23-002189-007-03	115 NE COMMERCIAL Cir	Keystone Heights	Health Center		Improved	Public Health	0.4590	1	1729	2368
366	38-06-26-017150-000-00	1343 IDLEWILD Ave	Green Cove Springs	Ambulance Billing / Storage	(actually 3 buildings)	Improved	Public Health	1.3330	2	5840	6411
367	11-05-24-006051-000-00	4265 LAZY ACRES	Middleburg	FEMA Lot	Vacant		Disaster Recovery Program	1.6800			
368	11-05-24-006109-000-00	4202 Scenic Dr.	Middleburg	FEMA Lot	Vacant		Disaster Recovery Program	0.5630			
369	11-05-24-006146-001-00	4043 Scenic Dr	Middleburg	FEMA Lot	Vacant		Disaster Recovery Program	1.3300			
370	13-05-24-006265-000-00	3795 Forest Dr	Middleburg	FEMA Lot	Vacant		Disaster Recovery Program	0.3090			
371	13-05-24-006270-000-00	3781 Forest Dr	Middleburg	FEMA Lot	Vacant		Disaster Recovery Program	0.6060			
372	13-05-24-006283-000-00	2157 Hill	Middleburg	FEMA Lot	Vacant		Disaster Recovery Program	0.9450			
373	14-05-24-006394-004-00	2309 Halperns Way	Middleburg	FEMA Lot	Vacant		Disaster Recovery Program	1.2190			
374	38-06-26-017770-000-00	Wall St	Green Cove Springs	Vacant Residential	Vacant		Disaster Recovery Program	0.1800			
375	42-04-25-008814-243-70	744 Arran Ct	Orange Park	FEMA Lot	Vacant		Disaster Recovery Program	0.4720			
376	43-04-26-014046-001-00	781 CREIGHTON Rd	Fleming Island	FEMA Lot	Vacant		Disaster Recovery Program	0.7940			

377	01-05-24-005925-002-00	1589 LONG BAY	Middleburg	Long Bay Landfill ECC	Vacant		Waste Management	26.9173	1	120	120
378	06-06-26-015249-000-00	3545 ROSEMARY HILL	Green Cove Springs	Landfill		Improved	Waste Management	140.5705	6	54538	58955
379	11-05-25-009331-001-00	SLEEPY HOLLOW	Middleburg	DRS Inlet Transfer Site	Vacant		Waste Management	53.9800			
380	24-08-23-004643-000-00	5505 County Road 214	Keystone Heights	Keystone Heights Landfill	Vacant		Waste Management	10.0000			
381	27-04-23-000283-001-00	Louie Carter Rd	Jacksonville	Clay Hill ECC (Transfer Site)	Vacant		Waste Management	0.58			
382	01-04-24-005524-001-02	4030 IVORY Xing	Orange Park	Fire Station 26		Improved	Public Safety	1.1000	1	7034	7203
383	03-07-26-015781-001-00	5105 SWEAT	Green Cove Springs	Fire Station 24		Improved	Public Safety	1.5360	2	3810	4290
384	03-07-26-015782-001-00	1055 COUNTY ROAD 226	Green Cove Springs	New Fire Station 24	Vacant		Public Safety	5.5300			
385	05-05-26-014190-000-01	1845 Town Center Blvd	Fleming Island	CCSO & Public Health Complex		Improved	Public Safety	5.5690	3	24286	51351
386	06-04-26-010683-005-04	212 Blanding Blvd	Orange Park	CCSO O.P. Ops		Improved	Public Safety	3.1040	1	17770	17948
387	06-04-26-010704-000-00	207 Blanding Blvd	Orange Park	Fire Station 18		Improved	Public Safety	0.6540	1	2310	2585
388	08-08-24-006934-003-61	6837 CR 315C	Keystone Heights	Fire Station 23		Improved	Public Safety	1.0300	1	4756	5380
389	09-05-26-014267-001-00	5995 Pine Ave	Fleming Island	Fire Station 22		Improved	Public Safety	1.0500	1	2379	4449
390	14-05-24-021382-000-00	4003 EVERETT Ave	Middleburg	Fire Station 14		Improved	Public Safety	1.7490	1	9038	9226
391	14-05-24-021383-000-00	EVERETT Ave	Middleburg	Fire Station 14		Improved	Public Safety				
392	16-06-25-021733-001-03	3421 W STATE ROAD 16	Green Cove Springs	Future Fire Station Site	Vacant		Public Safety	1.6420			
393	18-06-26-015602-002-01	2497 W STATE ROAD 16	Green Cove Springs	Training Building		Improved	Public Safety	1.1400	1	1900	2124
394	18-06-26-015602-005-00	2519 W STATE ROAD 16	Green Cove Springs	Emergency Services Complex		Improved	Public Safety	9.9700	1	26388	26557
395	20-05-25-010092-002-00	290 BRANSCOMB	Green Cove Springs	Fire Station 15 (Lake Asbury)		Improved	Public Safety	1.0000	1	4776	4776
396	26-04-25-008628-000-00	3394 Peoria Rd	Orange Park	Fire Station 17		Improved	Public Safety	0.5170	1	3780	3860
397	31-04-25-008095-000-00	3799 IRVIN Ct	Middleburg	Sheriff Substation		Improved	Public Safety	1.6190	2	9464	9701
398	31-04-26-013185-001-00	1575 ARENA	Fleming Island	Future Fire Station Site	Vacant		Public Safety	1.7300			
399	36-04-23-000533-009-00	5283 COUNTY ROAD 218	Middleburg	Fire Station 13		Improved	Public Safety	1.2500	1	4160	4160
400	38-06-26-016888-001-00	303 S OAKRIDGE Ave	Green Cove Springs	Fire Station 20		Improved	Public Safety	0.3470	1	3268	3813
401	38-06-26-017143-000-00	1305 IDLEWILD Ave	Green Cove Springs	New Fire Station 20		Improved	Public Safety	1.3330			
402	38-06-26-017507-000-00	1 DOCTORS Dr	Green Cove Springs	Old EOC / Sheriff's Use		Improved	Public Safety	1.0240	1	7220	7220
403	38-06-26-018020-000-00	ORANGE Ave	Green Cove Springs	CCSO/Jail		Improved	Public Safety	2.3960	3	46506	56640
404	38-06-26-018026-000-00	500 GROVE St	Green Cove Springs	CCSO/Jail Parking		Improved	Public Safety	0.7010			
405	38-06-26-018035-000-00	821 N PALMETTO Ave	Green Cove Springs	CCSO/Jail Parking		Improved	Public Safety	0.8620			
406	38-06-26-018214-000-00	1000 Center St	Green Cove Springs	CCSO Fleet Maint		Improved	Public Safety	0.8740	1	6585	10425
407	05-05-24-005932-004-00	CRESTVIEW Ct	Middleburg	Residential Lot	Vacant		Surplus	0.9680			
408	14-07-26-015904-000-00	5668 S US HIGHWAY 17	Green Cove Springs	Narrow Strip (Unknown)	Vacant		Surplus	1.1200	1	650	650
409	15-06-23-021645-000-00	6026 KINGSLEY LAKE Dr	Starke	Yacht Club Lease (LE Stop-in Station)		Improved	Surplus	0.11	1	456	546
410	23-07-26-015952-000-00	S US HIGHWAY 17	Green Cove Springs	Residential Lot	Vacant		Surplus	1.0000			
411	29-05-24-006729-000-00	BUCKHEAD	Middleburg	Buckhead Rd	Vacant		Surplus	10.0000			
412	32-04-25-009016-012-22	N ALBERTA Ct	Middleburg	Encroaches Near Residence (Needs Survey)	Vacant		Surplus	0.0220			
413	38-06-26-017770-000-00	WALL St	Green Cove Springs	"Phantom Parcel"	Vacant			0.1830			
414	38-06-26-017826-000-00	CYPRESS Ave	Green Cove Springs	no Access - Residential Lot	Vacant		Surplus	0.0940			
415	38-06-26-017853-000-00	OFF WALBURG St	Green Cove Springs	no Access - Residential Lot	Vacant		Surplus	0.2290			
416	39-05-25-010199-001-02	8600 COUNTY ROAD 209	Green Cove Springs	no Access - Residential Lot	Vacant		Surplus	1.6930			
417	41-04-26-019245-000-00	ASH St	Orange Park	Potential Residential Build	Vacant		Surplus	0.3400			
418	41-04-26-019385-000-00	662 ALLEN Ln	Orange Park	Unknown (OP Interest)	Vacant		Surplus	0.1140			
419	42-04-26-013831-042-00	DOCTORS LAKE Dr	Orange Park	Potential Residential Build	Vacant		Surplus	0.2430			
						Totals:		3721.25	143.00	640406.00	731718.00

Total Real Estate Portfolio as of December 31, 2024

Category of Uses	Parcels	Acres	% of Total Acreage	Buildings	Total Finished Square Footage
Facilities/Maintenance	22	166.51	4.47	6	20123
Recreation/Park	73	2574.95	69.20	86	278793
Infrastructure	246	638.38	17.15	1	187
Waste Management	5	231.47	6.22	7	54658
Surplus	-407	16.01	0.43	2	1106
Civic/Administrative	23	36.32	0.98	13	90785
Disaster Recovery Program	10	8.10	0.22	0	0
Public Safety	25	47.73	1.28	22	151170
Public Health	2	1.79	0.05	5	41829

Date of Update

6/2/2025

Totals	-1	3721.25		142	638651

**** "Phantom" parcel to be addressed with appraiser's office.**

ATTACHMENT C

The following loaded rates have been updated per Clay County's request:

- Project Manager / Program Lead: $250
- Conservation / Land Management Planner: $185
- Wildlife Biologist / Ecologist: $135
- Forester / Vegetation Specialist: $125
- Environmental Permitting Specialist: $150
- GIS Analyst / Cartographer: $110
- Field Technician: $85

*Third-party expenses and subcontractors have a 15% mark up

*Mileage: $0.85/mile

*Hourly Rates are subject to a 3% annual escalation

*Specialized Equipment if needed: to be quoted

* Pricing depends on site-specific conditions; these Hourly Rates will be used to develop specific pricing

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Megan Covey, Grants Director

SUBJECT:
A) Approval of the Fixed Capital Outlay (FCO) Program Grant Agreement with the Florida Department of Elder Affairs for the improvement of safety at the Orange Park Senior Center in the amount of $500,000.00, for a term beginning on July 1, 2025 through June 30, 2027. The safety improvements include parking lot and lighting improvements at 414 Stowe Avenue, Orange Park.
B) Approval of the accompanying budget resolution.
Funding Source:
General Fund / All Grants Organization / Orange Park Senior Center – Safety Improvements / Orange Park Senior Center / Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
The 2025-2026 General Appropriations Act, Specific Appropriation 390B, has appropriated $500,000.00 through the Florida Department of Elder Affairs and will be paid on a cost-reimbursement basis. Deliverables include parking lot improvements, walkway and driveway improvements, and drainage/retention improvements.

Is Funding Required (Yes/No):
Yes

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

Funding Source:
General Fund / All Grants Organization / Orange Park Senior Center – Safety Improvements / Orange Park Senior Center / Infrastructure
Account No:

FD1000-CC1233-PRJ100898-GR010212-SC563000

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

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Contracts_FDEA Grant Agreement	Agreement/Contract	1/6/2026	Aging_True_agreement.ADA_aw.pdf
🗋	Contracts_Resolution FDEA Grant	Resolution Letter	1/6/2026	Resolution.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	1/7/2026 - 4:10 PM	Item Pushed to Agenda

FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Elder Affairs (Department or DOEA) and Clay County Board of County Commissioners (Contractor), collectively referred to as the "Parties."

WITNESSETH THAT:
WHEREAS, the Department has determined that it is in need of certain services as described herein for the Fixed Capital Outlay (FCO) Program; and
WHEREAS, the FCO Program is funded with state funds; and
WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Department.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. **Purpose of Contract:**

   The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms, and exhibits which constitute the contract document.

2. **Incorporation of Documents within the Contract:**

   The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals and/or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. **Term of Contract:**

   This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2025,** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **June 30, 2027**.

4. **Contract Amount:**

   The Department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$500,000.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. **Renewals:**

   By mutual agreement of the Parties, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), the Department may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Department and the availability of funds.

6. **Compliance with Federal Law:**

   6.1 If this contract contains federal funds this section shall apply.

   6.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

   6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Department.

   6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the

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Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

6.1.4 In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

6.1.5 A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

6.2 The Contractor shall not employ an unauthorized alien. The Department will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. § 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. § 1101). Such violation will be cause for unilateral cancellation of this contract by the Department.

6.3 If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N), and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Department in writing within thirty (30) days of receiving the IRS notice of revocation.

6.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR § 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

6.6 To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, and section 448.095(5) F.S., Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall include in related subcontracts a requirement that Subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subcontractor during the contract term. Contractors shall require any subcontractors to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. Contractors shall retain any affidavits from subcontractors through the term of this contract.

7. <u>Compliance with State Law:</u>

7.1 This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.

7.2 If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with applicable laws, rules, and regulations including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures.

7.3 The Contractor shall comply with the requirements of Section 287.058, F.S., as amended.

7.3.1 The Contractor shall perform all tasks contained in Attachment I.

7.3.2 The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the DOEA Contract Manager prior to payment.

7.3.3 The Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment.

7.3.4 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

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7.3.5 If itemized payment for travel expenses is permitted in this contract, the Contractor shall submit invoices for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.

7.4 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).

7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

7.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.7 The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

7.8 The nongovernmental entity Contractor shall comply with the requirements of section 787.06(13), Florida Statutes, and provide the Department the required affidavit, or complete and return the applicable portions of Form PUR 2024 as described in ATTACHMENT III, whenever this Contract is executed, renewed, or extended.

8. Background Screening:

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as they may be amended, are met regarding background screening for all employees, volunteers, and persons seeking employment who are "direct service providers" as that term is defined in Section 430.0402(1)(b) and who are not exempted from Level 2 background screening by Section 430.0402(2). The Contractor and its direct service providers, must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Contractor shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Department within thirty (30) days of execution of this contract and annually, through the term of this contract pursuant to section 435.05(3) F.S. The Contractor shall also maintain copies of the new screening forms for its direct service providers as required herein. The Contractor hereby agrees to correct all background screening deficiencies identified by the Department's Contract Manager within thirty (30) days upon notification.

8.1 Further information concerning the procedures for background screening may be found at https://elderaffairs.org/about-us/background-screening

8.2 The Contractor shall submit for each employee having access to the Clearinghouse program or the background screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form to the Department within sixty (60) days of execution of this contract for each background screening program user and annually thereafter, within forty-five (45) days of the contract anniversary date.

9. Grievance Procedures:

The Contractor shall develop, implement, and ensure that its Subcontractors have established grievance procedures to process and resolve client dissatisfaction with, or denial of, service(s) and to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Subcontractor's determination(s).

10. Public Records and Retention:

The Department may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

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PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Coordinator
Florida Department of Elder Affairs
4040 Esplanade Way, Suite 315
Tallahassee, Florida 32399
850-414-2151
doeapublicrecords@elderaffairs.org

10.1 By execution of this contract, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

10.1.1 Keep and maintain public records required by the Department to perform the contracted services.

10.1.2 Upon request from the Department's custodian of public records, provide the Department a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Department.

10.1.3 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 contract term and following completion of the contract if the Contractor does not transfer the records to the Department.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to the Department, all public records in possession of the Contractor to the Department or will keep and maintain public records required by the Department. If the Contractor transfers all public records to the Department upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

10.2 Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to the Department, transfer all public records in their possession to the Department and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Department in a format that is compatible with the information technology systems of the Department.

11. <u>Audits, Inspections, Investigations:</u>

11.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest, and expenditures of funds provided by the Department under this contract. Contractor shall adequately safeguard all such assets and ensure that they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.

11.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.

11.3 Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.

11.4 The Contractor shall ensure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.

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11.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

11.6 The Contractor shall provide a Financial and Compliance Audit to the Department as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.

11.7 Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.

11.8 In accordance with Executive Order 20-44 which requires executive agencies to submit a list of entities named in statute with which a state agency must form a sole-source, public-private agreement or an entity that, through contract or other agreement with the state, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds. Any Contractor that meets one or both of the criteria listed must submit an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams within thirty (30) days of execution of this contract.

11.8.1 The report must include total compensation including salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

11.8.2 The Contractor shall inform the agency of any changes in total executive compensation between the annual reports as those changes occur.

11.8.3 All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity.

12. Nondiscrimination-Civil Rights Compliance:

12.1 The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status, or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status, or sex.

12.2 During the term of this contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.

12.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Department may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief including, but not limited to, termination of the contract and denial of further assistance.

13. Monitoring by the Department:

The Contractor shall permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and to interview any

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clients, employees, and Subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will provide a written report of its findings to the Contractor and, where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Department's Contract Manager.

14. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

15. Coordinated Monitoring with Other Agencies:

If the Contractor receives funding from one or more State of Florida human service agencies, in addition to the Department, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to Section 287.0575, F.S., as amended, Florida's human service agencies shall include the Department, the Department of Children and Families (DCF), the Department of Health (DOH), the Agency for Persons with Disabilities (APD), and the Department of Veterans' Affairs (DVA). Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

16. Other Contract(s) Reporting:

Pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Contractor's State Contracts List attached to this contract. The Contractor shall notify the Department within ten (10) days of entering into a new contract with any of the four (4) state human service agencies, to include DCF, DOH, APD or DVA . The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and contact information.

17. Indemnification:

The Contractor shall be fully liable for, and fully indemnify, defend, and hold harmless the State of Florida, the Department and its officers, agents and employees from and against any and all suits, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any acts, actions, breaches neglect or omissions, including personal injury and/or damage to property, related to execution of this contract, any subcontracts or the performance of services caused in whole or part by the Contractor. It is understood and agreed that the Contractor is not required to indemnify the Department for claims, demands, actions, or causes of action arising solely out of the negligence of the Department.

17.1 Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding:

18.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. The Contractor shall ensure that the Department has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

18.2 Throughout the term of this contract, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees, and agents of the Contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company, and consistent with good business practices.

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19. Confidentiality of Information:

The Contractor shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

20. Health Insurance Portability and Accountability Act:

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

21. Incident Reporting:

21.1 The Contractor shall notify the Department immediately, but no later than forty-eight (48) hours from the Contractor's awareness or discovery of conditions that may materially affect the Contractor's or Subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made to the Department's Contract Manager in the most efficient manner with an email or other writing to immediately follow.

21.2 The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Contractor, its Subcontractors, and their employees.

22. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Department if the Contractor, its assignees, Subcontractors, or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Department: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

23. Sponsorship and Publicity:

23.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

23.2 The Contractor shall not use the words "State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Department prior to such use.

24. Assignments:

24.1 The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Department. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Department shall constitute a material breach of the contract. In the event the State of Florida approves assignment of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.

24.2 The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida upon giving prior written notice to the Contractor.

24.3 This contract shall remain binding upon the successors in interest of the Contractor and the Department.

25. Subcontracts:

25.1 The Contractor is responsible for any and all work performed and for any and all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Department deems necessary.

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The Contractor further agrees that the Department will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Department against any such claims.

25.2 The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Department or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

26. Independent Capacity of Contractor:

It is the intent and understanding of the Parties that the Contractor and any of its Subcontractors are independent Contractors and are not employees of the Department, and that they shall not hold themselves out as employees or agents of the Department without prior specific authorization from the Department. It is the further intent and understanding of the Parties that the Department does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor or its Subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Contractor are the sole responsibility of the Contractor.

27. Payment:

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in Attachment I. The DOEA Contract Manager will have final approval of the Contractor's invoice submitted for payment and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Department's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S. A Vendor Ombudsman has been established within the Florida Department of Financial Services and may be contacted at 800-342-2762.

28. Return of Funds:

The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed, and any interest attributable to such funds pursuant to the terms and conditions of this contract, that were disbursed to the Contractor by the Department. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the DOEA Contract Manager will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Department notification or Contractor discovery.

29. Data Security, Recovery, and Damages for Non-Performance:

29.1 Data Security. The Contractor and all Contractor Representatives shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures; and requires adherence to the Department's security policies in performance of this Contract. The Contractor shall provide immediate notice to the Department's information Security Manager (ISM), within the Office of Information Technology, 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data); and 2) of any allegation or suspected violation of Rule Chapter 60GG-2, F.A.C. Except as required by law or legal process, and, with respect to the Department's information, after notice to the Department, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. "Confidential Information" means information in the possession or under the control of the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, F.S., or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information. The Contract will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record. If State Data will reside in the Contractor's system, the Contractor will conduct at the Contractor's expense, an annual network penetration test or security audit of the

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Contractor's system(s) on which State Data resides and will share the results with the State upon request to.

29.2 Data Protection. No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to the Department's State Data will only be available to staff approved and authorized by the Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Contractor must escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access to the Department's systems will be submitted to the Department's Help Desk. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Department must be promptly notified, and access will be promptly removed.

29.3 Breach and Negligence. The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Section or the negligent acts or omissions of the Contractor related to this section.

29.4 Ownership of State Data. The Department's State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all of the Department's State Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. Notwithstanding the foregoing, for purposes of this Section, any fields used for authentication for services shall be excluded from the definition of State Data for security purposes. The Contractor shall not possess or assert any lien or other right against or to any State Data in any circumstances.

30. Social Media and Personal Cell Phone use:

30.1 Inappropriate use of social media and personal cell phones may pose risks to DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this contract, Contractor agrees to the following social media and personal cell phone use requirements.

30.2 **Social Media Defined.** The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter or their successors; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

30.3 **Application to any direct or incidental DOEA or other state business.** This contract applies to any DOEA or other state business conducted on any of the Contractor's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.

30.4 **Application to DOEA and Contractors Equipment.** This contract applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Contractor, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

30.5 **Florida Government in the Sunshine, Florida Public Records Law, and HIPAA.** Contractor acknowledges that any DOEA or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.

30.6 **Prohibited or Restricted Postings.** Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the contractor's records.

30.7 **Assist DOEA with Communications.** Contractors may be asked periodically to assist in distributing certain DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

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31. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management, and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer, or agent of the Contractor or Subcontractor shall participate in the selection or in the award of a contract supported by state or federal funds if a conflict of interest, real or apparent, might be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm being selected for award. The Contractor's or Subcontractor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractor's board members and management must disclose to the Department any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or, if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

32. Public Entity Crime:

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

33. Purchasing:

33.1 The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S. **and the state contract with the Central Non-Profit Agency for the Blind or Other Severely Handicapped (RESPECT):**

33.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

33.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

33.1.3 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the Department in accordance with its rules.

33.1.4 Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

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33.2 The Contractor shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

33.3 The Contractor shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

33.3.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.3.2 The Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) is under contract with the Department of Management Services (DMS). Additional information about PRIDE and the commodities or contractual services it offers is available at https://pride-enterprises.org/.

33.4 The Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Department, Division of Financial Administration, and must accompany each invoice submitted to the Department. The Office of Supplier Development (850-487-0915) will assist in furnishing names of qualified minorities. The Department's Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this contract.

34. Patents, Copyrights, Royalties:

If this contract is awarded state funding and if any discovery, invention, or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract or in any way connected with this contract, or if ownership of any discovery, invention, or copyrightable material was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention, or copyrightable material to the Department to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

34.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.

34.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable.

34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

35. Emergency Preparedness and Continuity of Operations:

35.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the DOEA Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Department of emergency provisions immediately, or as soon as practicable.

35.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

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36. Equipment:

36.1 Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or $10,000.00 [for federal funds - 2 CFR § 200.33 and 45 CFR § 75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of $10,000.00 or more per unit, and expected useful life of at least one (1) year; and hardback bound books not circulated to students or the general public, with a value or cost of $250.00 or more [for state funds].

36.2 Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Department upon request. The Contractor shall promptly investigate, fully document, and notify the DOEA Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the DOEA Contract Manager.

36.3 The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, at a minimum, meet the following requirements and shall include accurately maintained equipment records with the following information:

36.3.1 Property records must be maintained that include a description of the equipment;

36.3.2 Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

36.3.3 Source of funding for the equipment, including the federal award identification number;

36.3.4 Whether title vests in the Contractor or the federal government;

36.3.5 Acquisition date (or date received, if the equipment was furnished by the federal government);

36.3.6 Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);

36.3.7 Location, use and condition of the equipment and the date the information was reported;

36.3.8 Unit acquisition cost; and

36.3.9 Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

36.3.10 A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.

36.3.11 A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).

36.3.12 Adequate maintenance procedures must be developed to keep the property in good condition.

36.3.13 If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

36.4 Equipment purchased with federal funds with an acquisition cost of $10,000.00 or less, and equipment purchased with state funds with an acquisition cost less than $10,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.

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36.5 The Contractor shall not dispose of any equipment or materials provided by the Department or purchased with funds provided through this contract without first obtaining the approval of the DOEA Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Department's Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition of the property (i.e., transfer or donation to another agency that administers federal programs, offer of the items for sale, destroy the items, etc.).

36.6 The DOEA Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR § 200.313 or 45 CFR § 75.320, as applicable.

36.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Department. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code (U.S.C.). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.

36.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

36.9 The Contractor must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Department upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Department's ITR procedures.

37. PUR 1000 Form:

The PUR 1000 Form is hereby incorporated by reference and available at:

http://dms.myflorida.com/purchasing

In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract, the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. Use of State Funds to Purchase or Improve Real Property:

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

39. Dispute Resolution:

Any dispute concerning performance of the contract shall be decided by the DOEA Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor.

40. Financial Consequences:

If the Contractor fails to meet the minimum level of service or performance identified in this contract, the Department shall impose financial consequences as stated in Attachment I.

41. No Waiver of Sovereign Immunity:

Nothing contained in this contract is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. Venue:

If any dispute arises out of this contract, the venue of such legal recourse shall be Leon County, Florida.

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43. Entire Contract:

This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Department or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

44. Force Majeure:

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. Severability Clause:

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

46. Condition Precedent to Contract Appropriations:

The Parties agree that the Department's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

47. Addition/Deletion:

The Parties agree that the Department reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. Waiver:

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

49. Compliance:

The Contractor shall abide by all applicable current federal statutes, laws, rules, and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor and subject the contract to immediate unilateral cancellation of the contract at the discretion of the Department.

50. Final Invoice:

The Contractor shall submit the final invoice for payment to the Department no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor fails to do so, all right to payment is forfeited and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Department.

51. Renegotiations of Modifications:

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

52. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

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53. Termination:

53.1 Termination for Convenience. The Department, by written notice to the Contractor, may terminate this contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause. The Department may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

54. Electronic Records and Signature:

The Department authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with contract Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.

54.1 The Department's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Department. The Contractor is authorized to conduct electronic transactions with the Department only upon further written consent by the Department.

54.2 Upon request by the Department, the Contractor shall provide the Department with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Department of any document that was originally in electronic form with an electronic signature must identify the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

55. Contract Manager:

The Department may substitute any Department employee to serve as the DOEA Contract Manager.

56. Antitrust Assignment:

The Contractor, the Department, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Contract.

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57. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Clay County Board of County Commissioners 477 Houston St. Green Cove Springs, FL 32043
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Megan Covey 477 Houston St. Green Cove Springs, FL 32043
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Megan Covey 477 Houston St. Green Cove Springs, FL 32043 904-529-4211
d.	The section and location within the Department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Florida Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, Florida 32399-7000
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Carl Epperson, FCCM 4040 Esplanade Way, Suite 250G Tallahassee, Florida 32399-7000 850-414-2148
After the execution of this Contract, the party making any changes in representatives (names, addresses, telephone numbers) must notify the other party in writing of such change and such changes shall not require a formal amendment to the Contract.		

58. All Terms and Conditions Included:

This contract and its Attachments I – XIV, including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either written or verbal, between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS WHEREOF, the Parties hereto have caused this fifty-one (51) page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY:
NAME: Kristen Burke
TITLE: Chairman
DATE:

Federal Tax ID: 59-6000553

ATTEST:

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

STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS

SIGNED BY:
NAME: MICHELLE BRANHAM
TITLE: SECRETARY
DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.
OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF ELDER AFFAIRS

SIGNED BY: Signed by: Erik Sayler 848F96A930114CD...
NAME: Erik Sayler
TITLE: General Counsel
DATE: 11/25/2025

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ATTACHMENT I
STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

DOEA – Florida Department of Elder Affairs
Clay County Board of Commissioners

B. General Description

1. **General Statement** -The 2025-2026 General Appropriations Act, Specific Appropriation 390B, has appropriated **$500,000.00** to Clay County Board of County Commissioners, to improve the safety of the senior center, such as the parking lot and lighting in Clay County at 414 Stowe Avenue in Orange Park, Florida.

2. **Authority-** All applicable state and federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

   a. Chapter 430, Florida Statutes (F.S.)
   b. 2025-2026 General Appropriations Act, Specific Appropriation 390B

3. **Scope of Work** – The funds will be used for to improve safety at the Orange Park Senior Center, which is operated in Clay County, Florida. Safety improvements, depending on bid awards, may include parking lot resurfacing and exterior lighting enhancements. This project will be limited to the Senior Center located at 414 Stowe Avenue in Orange Park, Florida. $500,000.00 has been allocated to make exterior improvements to the site.

II. MANNER OF SERVICE PROVISION

A. Service Tasks, Deliverables and Performance Measures- All goods and services reimbursed through this contract must be for professional services used to make improvements to the parking lot and lighting of the senior center in Clay County Florida. The Contractor must adhere to the Statement of Use of Funds (Estimated Budget) included as Attachment IX to this contract. The Attachment IX line-item amounts shall only be adjusted with prior written approval from the DOEA Contract Manager. The approved line-item adjustment must include a revised Attachment IX and written amendment to this contract for any line-item change(s) greater than fifteen percent (15%), with the total amount of all line items not to exceed the total amount found on page one (1) of this contract, as appropriated. In performing all work utilizing the funds allocated to the project, the Contractor shall ensure that all subcontractors fully comply with all applicable local, state, and federal laws, rules, and regulations.

1. **Service Task: Security Interest in the Property**
   A security interest in the property will be obtained:
   a. Security Interest- Granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase, or completion of the improvements, or as further required by law. A Security Interest (Attachment XIII) must be filed with the court, in the county the property is located on, by the owner of the property and a copy provided to the DOEA Contract Manager.

2. **Service Task: Site Work**
   Site work for Orange Park Senior Center shall include:

   a. Parking Lot: Provision for all materials and services needed for the parking lot.
   b. Walks/Driveways: Provision for all materials and services needed for walkways and driveways.
   c. Drainage/Retention: Provision for all materials and services needed for drainage and retention.

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3. Deliverables, Source Documentation & Performance Measures

The Contractor must complete all tasks listed in Sections II.A.1-5. above and shall comply with the requirements stated in the Deliverables Table provided in this section (Section II.A.3.). The Contractor must submit all required documentation in the time and manner specified in the Deliverables Table to meet the minimum performance levels required. Each deliverable must be accepted in writing by the DOEA Contract Manager based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

Deliverables Table		
Deliverable 1 – Security Interest in the Property		
Service Task	Minimum Level of Service	Financial Consequences
Security Interest in the Property- Granting to the state a security interest in the property as stated in Section II.A.1	Granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase, completion of the construction, receiving a certificate of occupancy, or as further required by law. A Security Interest (Attachment XIII) must be filed with the court, in the county the property is located on, by the owner of the property, and a copy provided to the DOEA Contract Manager.	Failure to grant a security interest in the property will result in termination of this contract. Failure to file with the court will result in termination of the contract. Reimbursements to contractor will not be paid until a security interest is granted to the state and a copy is received by DOEA Contract Manager.
Deliverable 2 – Site Work		
Service Task	Minimum Level of Service	Financial Consequences
Site Work- Completion of all site work for Orange Park Senior Center as stated in section II.A.2	Contractor shall complete a minimum of one (1) task listed in Section II.A.2. to submit for reimbursement. The Contractor must obtain certification from the licensed Engineer or Architect using AIA Forms G702 and G703, or their equivalents, certifying what portion of each task is completed for reimbursement. As evidence of task completion, the Contractor shall submit to the DOEA Contract Manager the following required documentation, as stated in Section III.D.: • Licensed Architect or Engineer certification using AIA Forms G702 and G703, or their equivalent. • Required DOEA forms. • Required invoice documentation. • Signed attestation. • Detailed vendor invoices. • Proof of Payment documentation; and • CMBE expenditure report (Attachment VIII)	Failure to perform the work as stated in Section II.A.2 or to submit the required documentation will result in non-payment. Failure to complete the minimum level of service will result in non-payment. Invoices for work or services performed outside the Term of Contract timeframe provided on page one (1) of this contract (Standard Contract, Section 3. Term of Contract) will not be paid.
	Deliverable 2 –Estimated Budget	**$500,000.00**
		Total Contract Amount – $500,000.00

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4. **Task Limits–** The Contractor shall not perform any tasks related to the project other than those described in this contract without the prior express written consent of the Department.

5. **Reports**- The Contractor shall respond within ten (10) business days to the Department's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Department's reporting requirements.

6. **Records and Documentation-** The Contractor shall make available to Department staff and/or any party designated by the Department, all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all programs related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

B. Staffing Requirements

1. **Staffing Levels**- The Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities, and duties under the contract. It is the Contractors responsibility to ensure subcontractors have the appropriate staff needed to perform the tasks, responsibilities, and duties under this contract.

2. **Professional Qualifications-** The Contractor shall ensure that all subcontractors and/or vendors performing work related to this contract are certified and/or have licenses in the trade area in which work is being performed, as required by state and federal law. A licensed Architect/Engineer must sign off on all construction plans associated with this contract.

3. **Staffing Changes**- Any employee whose continued presence would be detrimental to the success of this contract as determined by the Department shall be replaced by the Contractor with an employee of equal or superior qualifications. The DOEA Contract Manager shall exercise judgment in this matter as approved by the Department.

4. **Subcontractors**- The Contractor is permitted to use subcontractors to perform work as required by this contract.

C. Service Location and Equipment

1. **Location-** All work required by this contract must be performed for the location specified in Section II.A, specifically Orange Park Senior Center in Clay County Florida.

2. **Service Times-** Work can begin upon execution of this contract. All work associated with this contract must be performed on or before June 30, 2027.

3. **Changes in Location**- The Contractor shall receive written approval from DOEA's Contract Manager prior to making any changes in location. Any request to change location shall be made in writing to the DOEA Contract Manager and Contractor must receive written approval back approving such change.

4. **Equipment**- The Contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance, and office supplies.

D. Contractor Responsibilities

1. **Contractor Unique Activities**- All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

2. **Coordination with Entities-** Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other

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entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

E. Department Responsibilities

1. **Department Obligations-** The Department may provide technical support and/or assistance to the Contractor within the resources of the Department to assist the Contractor in meeting the requirements of this contract. The Department's support and/or assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

2. **Department Determinations-** The Department reserves the exclusive right to make certain determinations in the tasks performed and approaches used to perform those tasks. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

F. Monitoring and Evaluation Methodology- The Department shall review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, or on-site visit. The primary, secondary, or signatory of the contract must be present for any on-site programmatic monitoring visit. The Department reserves the right to conduct an unannounced on-site visit by persons duly authorized by the Department. The Department's determination of acceptable performance shall be final. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

- Desk reviews and analytical reviews;
- Scheduled, unscheduled and follow-up on-site visits;
- Client visits;
- Review of independent auditor's reports;
- Review of third-party documents and/or evaluations;
- Review of progress reports;
- Agreed-upon procedures review by an external auditor or consultant;
- Limited-scope reviews; and/or
- Other procedures as deemed necessary

III. METHOD OF PAYMENT

A. Payment Method Used - This is a **Cost Reimbursement** contract for funds appropriated by the Florida Legislature. The total contract amount may not exceed the amount found on page one (1) of this contract, as appropriated. The Department will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.A., and in accordance with the terms and conditions of this contract.

B. Unit of Service - Payment may be authorized only for allowable expenditures, which are in accordance with the service tasks and deliverables specified in Section II.A. and the Statement of Use of Funds (Estimated Budget) (Attachment IX). The Contractor must meet the minimum level of performance stated in this contract in order to receive payment.

C. Final Invoices - Final contract invoices must be submitted to the Department by Contractor within thirty (30) days after expiration of the contract.

D. Invoice Instructions and Required Documentation- Payment shall be made upon Contractor's presentation of an invoice subsequent to the acceptance by the Department of the deliverables shown on the invoice. Funds paid and/or reimbursed to the Contractor must be in line with the approved estimated budget. When submitting an invoice for reimbursement, the Contractor shall submit the following information and evidence of completion:

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1. **AIA Forms G702 and G703 -** A certification by the licensed Engineer or Architect using AIA forms G702 and G703, or their equivalents, certifying that the task is complete.

2. **Required DOEA Forms -** All requests for reimbursement must be submitted to the Department using the Receipts and Expenditure Report Fixed Capital Outlay (Attachment X), the Cost Reimbursement Summary Form (Attachment XI), and the Request for Payment Fixed Capital Outlay (Attachment XII).

3. **Required Invoice Documentation -** Each Contractor invoice must identify the deliverable or line item for which payment is being requested, the current contract number, an invoice number, the amount being requested for reimbursement, and the "Remit to" address exactly as it appears in this contract.

4. **Attestation** - The following attestation, signed by the Contractor's representative, must be included with each invoice submitted by the Contractor: "I hereby certify that the goods and/or services have been received and/or accepted."

5. **Vendor Invoice(s)** – The Contractor shall submit a detailed vendor invoice(s) that totals the same amount listed in the Contractor's invoice. Invoices must include dates and total amount being invoiced.

6. **Proof of Payment** - This can be a copy of a payment instrument, check number, accounting department detail sheet, or other documentation, as long as the detailed information corresponds to the copies of the vendor invoices.

7. **Certified Minority Business Expenditure (CMBE) Report Deliverable (Attachment VIII)** – This is considered a deliverable and must be completed in its entirety and submitted with each invoice.

E. Financial Consequence - Failure to perform the services as stated in Section II.A. or to submit the required documentation will result in non-payment. Invoices for work or services performed outside the timeframe provided by the term of this contract, as stated on page one (1) of this contract (Standard Contract, Section 3. Term of Contract), will not be paid.

IV. SPECIAL PROVISIONS

A. Budget Modifications - The Contractor must adhere to the Statement of Use of Funds (Estimated Budget) (Attachment IX). The Attachment IX line-item amounts shall only be adjusted with prior written approval from the DOEA Contract Manager. The approved adjustment must include a revised Attachment IX and a written amendment to this contract for any line-item change(s) greater than fifteen percent (15%), with the total amount of all line items combined not to exceed the total amount on page one (1) of this contract, as appropriated.

B. General Procurement Standards - Contractor shall not order equipment or supplies, provide services, or perform any other action related to this contract until notified in writing that this contract has been executed by the Department. These same actions shall not take place after the contract has expired.

C. Contract Modifications - The DOEA Contract Manager has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the DOEA Contract Manager, in writing, thirty (30) days prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the DOEA Contract Manager to the Contractor and are subject to the discretion of the Department. The request and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

D. Security Interest - Pursuant to section 287.05805, F.S., and Section 38 of the Standard Contract, the Contractor shall execute and deliver a security interest (Attachment XIII) or other appropriate document to the DOEA Contract Manager prior to receiving any funds under this contract. Requirements stated in this section are considered service tasks and deliverables. The Contractor's failure to meet this provision will result in non-payment and/or immediate termination of this contract.

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ATTACHMENT II
FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department to the Contractor may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Department staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends $1,000,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Department by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than $1,000,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Department in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

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This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $1,000,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than $1,000,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $1,000,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department in effect during the audit period. For local governmental entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Department retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

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

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to the Department.

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Florida Department of Elder Affairs
Attn: Audit Repository
4040 Esplanade Way, Suite 235S
Tallahassee, Florida 32399-7000

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Department at the following address:

Florida Department of Elder Affairs
Attn: Audit Repository
4040 Esplanade Way, Suite 235S
Tallahassee, Florida 32399-7000

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, management letters, or other information required to be submitted to the Department pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, and Florida Statutes Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200 or Florida Statutes Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

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ATTACHMENT II

EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

_____Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.
__X__ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.
_____Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
2 CFR § 200.201 – Administrative Requirements**
2 CFR § 200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR § 200.400 - § 200.411 – Cost Principles*
2 CFR § 200.100 – Administrative Requirements
2 CFR § 200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*
2 CFR § 200.100 – Administrative Requirements
2 CFR § 200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).

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**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules, and regulations:

Sections 215.97 & 215.971, F.S.
Chapter 69I-5, F.A.C.
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

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ATTACHMENT II

EXHIBIT 2

FUNDING SUMMARY (2025-2027)

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

GRANT AWARD (FAIN#):		**FEDERAL AWARD DATE:**	
UEI NUMBER:			
PROGRAM TITLE	**FUNDING SOURCE**	**CFDA**	**AMOUNT**
TOTAL FEDERAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	**FUNDING SOURCE**	**CFDA**	**AMOUNT**
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.

PROGRAM TITLE	**FUNDING SOURCE**	**CSFA**	**AMOUNT**
Clay County Board of County Commissioners	2025-2026 General Appropriations Act, Specific Appropriation 390B	65.013	$500,000.00
TOTAL AWARD			**$500,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE
Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

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ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

DOEA will not award this contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**

B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**

C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**

D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**

E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**

F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**

G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**

H. **Verification of Employment Status Certification**

I. **Records and Documentation**

J. **Certification Regarding Inspection of Public Records**

K. **Form PUR 2024**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

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

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

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

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

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No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

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

C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

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7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.
Contractor understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

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2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Department, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
   a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of**

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Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

K. FORM PUR 2024

Contractor must complete and return to the Department the applicable portions of Form PUR 2024 attached in the link below.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

Part A: Use of Coercion for Labor and Services. Whenever executing, renewing, or extending this Contract, the Contractor must complete and return Part A, attesting that it does not use coercion for labor or services as defined in section 787.06, F.S.

Part B: Provision of Commodities Produced by Forced Labor. If applicable, a member of the Contractor's senior management must complete and return Part B.

By signing below, the Contractor agrees to include all relevant certification and assurance provisions (A–K) in any related subcontract agreements, as applicable; the Contractor certifies that the representations set forth in Sections A through K above are true and correct; and the Contractor attests that, if applicable, records related to the payment of dues or membership contributions by the Department will be made available for inspection, as stated above.

Chairman	477 Houston St.
Signature and Title of Authorized Representative	**Street Address**
Clay County Board of County Commissioners 1/13/2026	Green Cove Springs, FL 32043
Contractor **Date**	**City, State, Zip code**

ATTEST:

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

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ATTACHMENT IV

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

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8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4012a) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300F et seq.); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531-1544).

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, and the Archaeological and Historic Preservation Act of 1974 (54 U.S.C. §§ 300101-307108), and EO 11593 (identification and protection of historic properties).

14. Will comply with the National Research Act of 1974 (P.L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.

18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chairman
APPLICANT ORGANIZATION Clay County Board of County Commissioners	DATE SUBMITTED 1/13/2026

ATTEST:

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

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ATTACHMENT V
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	AAA/Contractor
Address	Completed By	
City, State, Zip Code	Date	Telephone

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

_____

_____

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanc	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA? **N/A** ☐ **YES** ☐ **NO** ☐

7. Compare the staff composition to the population. Is staff representative of the population? **N/A** ☐ **YES** ☐ **NO** ☐

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? **N/A** ☐ **YES** ☐ **NO** ☐

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? **N/A** ☐ **YES** ☐ **NO** ☐

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? **N/A** ☐ **YES** ☐ **NO** ☐

11. Is the program/facility accessible to non-English speaking clients? **N/A** ☐ **YES** ☐ **NO** ☐

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal ☐ Written ☐ Poster ☐ **N/A** ☐ **YES** ☐ **NO** ☐

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13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. **N/A** NUMBER ☐ _____

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? **N/A** ☐ **YES** ☐ **NO** ☐

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications? **YES** ☐ **NO** ☐

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints? **YES** ☐ **NO** ☐

17. Has a person been designated to coordinate Section 504 compliance activities? **YES** ☐ **NO** ☐

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? **YES** ☐ **NO** ☐

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals? **YES** ☐ **NO** ☐

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

20. Do you have a written affirmative action plan? If NO, explain. **YES** ☐ **NO** ☐

DOEA USE ONLY		
Reviewed by		In Compliance: YES ☐ NO* ☐
Program Office		*Notice of Corrective Action Sent ___/___/___
Date	Telephone	Response Due ___/___/___
On-Site ☐ Desk Review ☐		Response Received ___/___/___

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ATTACHMENT V
INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.

a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.

5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOEA Recipients and their Sub-grantees. 45 CFR § 80.4(a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.

9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).

10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).

11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).

12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement,

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termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:

a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
b. Modify policies and practices that do not meet Section 504 requirements.
c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).

16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR45 CFR § 84.7(b).

17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).

18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).

19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailed and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).

20. Programs or facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

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ATTACHMENT VI
CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

REPORT PERIOD:
From:
To:

CONTRACTOR INFORMATION:
Name: Phone:
Address: Email:
FEID: Contact:

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
6									$ -
7									$ -
8									$ -
9									$ -
10									$ -
11									$ -
12									$ -
13									$ -
14									$ -
15									$ -
16									$ -
17									$ -
								Total	

SIGNATURE: DATE:
TITLE:

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ATTACHMENT VII
BACKGROUND SCREENING
ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02 & 430.0402, Fla. Stat. (2023)

A direct service provider is a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider; the financial officer or similarly titled person who is responsible for the financial operations of the provider; coordinators, managers, and supervisors of residential facilities; volunteers; and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas. § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: Clay County Board of County Commissioners
(Name of Employer)

Located at 477 Houston St., Green Cove Springs, FL 32043
Street address City State Zip Code

Under penalty of perjury, I, Kristen Burke,
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

_____ _____
Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.
Form available at: https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/.

ATTEST:

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

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ATTACHMENT VIII

CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)

CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO DOEA

CONTRACTOR NAME: _____

DOEA CONTRACT NUMBER: _____

***REPORTING PERIOD-FROM:** _____ **TO:** _____
***(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO DOEA)**

DOEA CONTRACT MANAGER: _____

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBCONTRACTORS).

CONTACT DOEA CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2153.

SUBCONTRACTOR NAME	SUBCONTRACTOR'S FEID	CMBE	EXPENDITURES

DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JUSTIN TAYLOR
CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click "search". Only Certified Minority Business Entities will be displayed.

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https://osd.dms.myflorida.com/directories

INSTRUCTIONS

(A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOEA CONTRACT.
(B) ENTER THE DOEA CONTRACT NUMBER.
(C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE'S SERVICE PERIOD.
(D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
    1. ENTER CERTIFIED MINORITY BUSINESS NAME.
    2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
    3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
    4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
(E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO DOEA FINANCIAL ADMINISTRATION FOR PROCESSING.
(F) FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED CMBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE.

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ATTACHMENT IX
EXIHBIT 1
Form instructions for Total Compensation Paid to Non-Profit Personnel Using State Funds

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for renumeration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for renumeration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the renumeration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S., and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
  - "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
  - "Renumeration" means all compensation earned by or awarded to personnel, whether paid of accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
  - "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

The attached form will be used to document the compensation to non-profits using state funds.

This memorandum does not supersede the requirements outlined in Chief Financial Officer Memorandum No. 1.

If you have any questions, please call the Bureau of Auditing at (850) 413-5512.

FLORIDA ACCOUNTABILITY CONTRACT TRACKING SYSTEM (FACTS) REQUIREMENTS

Section (s.) 215.985, Florida Statues (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the state entity shall post any documents submitted pursuant to s. 216.1366 F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

1. Are you a nonprofit organization as described in the in s. 215.97 (2)(m)?

(●) No
( ) Yes

If yes, move on to question 2. If no, this form is not applicable to you.

2. Are any of the Officers, as described above, or any member of the Board of Director paid with state funds under this contract?

( ) No
( ) Yes

If yes, please complete the DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds attachment for each Individual this applies to.

If no, Please fill in the identifying information and certification statement on the attachment below.

Name: N/A

Title:

Date: 10/21/25

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ATTACHMENT IX

DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	N/A	
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries	$0	$0
Fringe Benefits	$0	$0
Bonuses	$0	$0
Accrued Paid Time Off	$0	$0
Severance Payments	$0	$0
Retirement Contributions	$0	$0
In-Kind Payments	$0	$0
Incentive Payments	$0	$0
Reimbursements/Allowances	$0	$0
Moving Expenses	$0	$0
Transportation Costs	$0	$0
Telephone Services	$0	$0
Medical Services Costs	$0	$0
Housing Costs	$0	$0
Meals	$0	$0

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Howard Wanamaker
Signature:	Howard Wanamaker (Oct 21, 2025 16:46:56 EDT)
Title:	Clay County Manager
Date:	10/21/25

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ATTACHMENT IX

STATEMENT OF USE OF FUNDS (ESTIMATED BUDGET)

Project Name: ***Orange Park Senior Center Safety Improvements*** **Total Project Budget:** ***$500,000.00***		**Sr. Center State FCO Funds**	**Matching Funds**	**Other Non-FCO Funds**	**Total Project Funds**
TYPE AND SOURCE OF FUNDS:					
Federal Grant(s)					$
Other State Funds (i.e., DCA)					$
City/County Grant(s)					$
Senior Centers FCO Grant		$500,000.00			$500,000.00
Private Contributions/Donations					$
In-Kind Expenditure Credits					$
Total Funds Available From All Sources		**$**500,000.00	**$**	**$**	**$**500,000.00
SITE WORK					
Parking Lot		$480,000.00			$480,000.00
Walks/Driveways		$15,000.00			$15,000.00
Trees/Landscaping					$
Drainage/Retention Pond		$5,000.00			$5,000.00
Signage					$
Other (Please Specify)					$
					$
Total		$500,000.00			**$500,000.00**
INTERIOR					
Insulation/Weatherization					$
Plumbing					$
Heating/Air Conditioning					$
Electrical					$
Flooring					$
Framing					$
Ceiling/Acoustics					$
Railing/Guards					$
Paint Walls/Doors/Base and Trim (Interior)					$
Bathroom ADA (4)/Partitions and Accessories					$
Total					$
EXTERIOR					
Roofing/Siding					
Doors/Windows (Impact)					$
Septic Tank					$

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Generator					$
Other (Please Specify)	Walk-In Freezer				$
					$
Total					**$**
FIXTURES/EQUIPMENT/APPLIANCES					
Security/Alarm System					$
Telephone System					$
Smoke Detectors					$
Emergency/First Aid Stations					$
Kitchen Appliances					$
Cabinets/Counter Tops					$
Bathroom Fixtures					$
Lighting Fixtures					$
Other (Please Specify)					$
Total					**$**
PROFESSIONAL SERVICES					
Construction Administration					$
Other (Please Specify)	Permits & Misc. fees				$
Total					**$**
OTHER (Please Specify)					
					$
Building Purchase					$
Demolition					$
Surveys/Appraisal/Permits					$
Total					**$**
TOTAL PROJECT COST		**$500,000.00**			**$500,000.00**

Docusign Envelope ID: 041A94BA-A3F9-48DE-9A6E-45A923646574

ATTACHMENT X
RECEIPTS AND EXPENDITURE REPORT FIXED CAPITAL OUTLAY

RECEIPTS AND EXPENDITURE REPORT FIXED CAPITAL OUTLAY

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	Program Funding Source: General Revenue	This Report Period: From_____ To_____ Contract Period :_____ Contract # _____ Invoice #_____

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and correct and all the outlays herein are for the purposes set forth in the above contract.

Prepared by : _____Date :_____ Approved by : _____Date :_____

PART A: BUDGETED INCOME/ RECEIPTS	1. Approved Contract Budget	2. Requested Receipts for this Report	3. Receipts Reimbursed Year to Date	4. Total Receipts (Box 2.+ Box 3.)	5. Percent of Approved Budget (Box 4./Box 1.)
1. State Funds.....	0.00	0.00	0.00	0.00	#DIV/0!
2. TOTAL RECEIPTS	0.00	0.00	0.00	0.00	#DIV/0!

PART B : EXPENDITURES (Identify Line Item Categories from Approved Budget)	1. Approved Budget	2. Requested Expenditures For This Report	3. Expenditures Reimbursed Year to Date	4. Total Expenditures (Box 2 + Box 3)	5. Percent of Approved Budget (Box 4./Box 1.)
1. Site Work.....	0.00	0.00	0.00	0.00	#DIV/0!
2. Interior.....	0.00	0.00	0.00	0.00	#DIV/0!
3. Exterior.....	0.00	0.00	0.00	0.00	#DIV/0!
4. Fixtures.....	0.00	0.00	0.00	0.00	#DIV/0!
5. Professional Service.....	0.00	0.00	0.00	0.00	#DIV/0!
6. Other.....	0.00	0.00	0.00	0.00	#DIV/0!
7. TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	#DIV/0!

DOEA form 105f, revised 9/2020

Docusign Envelope ID: 041A94BA-A3F9-48DE-9A6E-45A923646574

ATTACHMENT XI
COST REIMBURSEMENT SUMMARY FORM

Cost Reimbursement Summary

Contract # _____

Report Number: _____

Budget Category	Description	Number of units	Amount
Administration			
		TOTAL ADMINISTRATION	$0.00
Expenses			
		TOTAL EXPENSES	$0.00

Docusign Envelope ID: 041A94BA-A3F9-48DE-9A6E-45A923646574

ATTACHMENT XII
REQUEST FOR PAYMENT FIXED CAPITAL OUTLAY

REQUEST FOR PAYMENT
FIXED CAPITAL OUTLAY

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	PAYMENT REQUEST : Regular_____ Supplemental_____	This Request Period : From_____ To _____ Invoice # _____ Contract # _____ Contract Period _____

CERTIFICATION: I hereby certify that this request conforms with the terms of the above contract.

Prepared by:_____ Date:_____ Approved by: _____Date:_____

PART A: BUDGET SUMMARY	FCO
1. Approved Contract Amount	$0.00
2. Previous Funds Received for Contract Period	$0.00
3. Contract Balance	$0.00
4. Previous Funds Requested and **Not Received** for Contract Period	$0.00
5. Contract Balance	$0.00

PART B: CONTRACT FUNDS REQUEST	
1. Net Expenditures For Month (DOEA Form 105f, Part B Line 7)	$0.00
2. TOTAL	$0.00

PART C: NET FUNDS REQUESTED	
1. Total Funds Requested (Part B, Line 2)	$0.00

DOEA form 106f, revised 3/2017

Docusign Envelope ID: 041A94BA-A3F9-48DE-9A6E-45A923646574

ATTACHMENT XIII
FIXED CAPITAL OUTLAY CERTIFICATION

The Fixed Capital Outlay Certification acknowledges that Clay County Board of County Commissioners, Owner, hereinafter referred to as the Contractor, is using state funds in the form of a fixed capital outlay grant in the amount of $500,000 ,to improve, construct or repair real property owned by the Contractor, and in accordance with executed contract XF503 between the Contractor and the State of Florida, Department of Elder Affairs, Hereinafter referred to as the "Department". The following items must be completed by the Contractor:

1. State the legal address of the real property that is being improved by the fixed capital outlay grant.
414 Stowe Avenue, Orange Park, FL 32073
Parcel ID: 41-04-26-018923-000-00

2. List the name of the owner of the real property and the contact address for the owner of the real property.
Clay County Board of County Commissioners
477 Houston Street, Green Cove Springs, FL 32043

3. In accordance with section 287.05805, F.S. (2017), and Section 38 of this contract and Section IV.D. of Attachment I, the Contractor shall execute and deliver a security interest or other appropriate document securing the interest of the Department, in the total amount of funds received under this contract, in the improvements, renovations, and personality being purchased with funds received under this contract. The Department's security interest shall last for at least five (5) years from the date of completion of the improvements and during this time the Contractor is prohibited from selling, transferring, mortgaging, or assigning the Department's interest in the leasehold, improvements, renovations, or personality, unless the Department approves, in writing, the sale, transfer, mortgage, or assignment.

4. The Contractor shall continue the operation, maintenance, repair, and administration of the property in accordance with the purposes for which the funds were originally appropriated and for at least five (5) years from the date of completion of the improvements. If the Contractor fails to operate, maintain, repair, and administer the property in accordance with the purposes for which the funds were originally granted, the Contractor shall return to the Department, no later than upon demand by the Department, the total amount of funds received under this contract, less 20% of that total amount for each full year for which the property was used for such purposes after the date of completion of the improvements.

5. The Department shall be immune from civil or criminal liability resulting from acts or omissions of the Contractor and the Contractor's agents, employees, or assigns.

6. The Department shall execute a satisfaction of security interest upon full compliance by the Contractor with the terms of this contract.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chairman
APPLICANT ORGANIZATION **Clay County Board of County Commissioners**	DATE SUBMITTED 1/13/2026

ATTEST:

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

CLAY COUNTY RESOLUTION NO. 2025/2026-

WHEREAS, the following revenue from the Florida Department of Elder Affairs (DOEA), Fixed Capital Outlay (FCO) Program, Orange Park Senior Center Safety Improvements was not anticipated when the 2025/2026 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used to improve the safety of the senior center, such as parking lot and lighting in Clay County at 414 Stowe Avenue in Orange Park, Florida.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		$	170,009,916
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / Orange Park Senior Center – Safety Improvements / Orange Park Senior Center / State Grants – Human Services	FD1000-CC1233-PRJ100898-GR010212-RC334600	$	500,000
Amended Total Revenue		$	170,509,916

APPROPRIATION

Prior Fund Total:		$	170,009,916
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / Orange Park Senior Center – Safety Improvements / Orange Park Senior Center / Infrastructure	FD1000-CC1233-PRJ100898-GR010212-SC563000	$	500,000
Amended Total Appropriation		$	170,509,916

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 13th day of January, 2026.

Board of County Commissioners Clay County, Florida

_____

Kristen Burke, Chairman

ATTEST:

_____

Tara S. Green
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, January 13 4:00 PM

TO: Board of County Commissioners DATE: 12/9/2025

FROM: Megan Covey, Grants
Director

SUBJECT:
A) Approval of naming rights sponsorship agreement with HCA for $27,625 to purchase and install a new first aid building at the Clay County Fairgrounds.
B) Approval of the accompanying budget resolution.
Funding Source:
General Fund / Sponsorship / First-Aid Station / Clay County Fairgrounds / Buildings

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Sponsorship agreement is for a five (5) year term and may be renegotiated for an additional five (5) years. Naming Rights fee to be paid within 45 days of the effective date of the agreement.

Is Funding Required (Yes/No):
Yes

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

Funding Source:
General Fund / Sponsorship / First-Aid Station / Clay County Fairgrounds / Buildings
Account No:
FD1000-CC1289-PRJ100900-SC562000

Advanced Payment

Sole Source (Yes\No):	(Yes\No):
No	**No**

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Contracts_HCA Sponsorship	Agreement/Contract	1/8/2026	Sponsorship_First-Aid_Station_Fairgrounds.ADA_aw.pdf
	Sponsorship Agreement	Agreement/Contract	1/8/2026	HCA_Sponsorship_Agreementdssada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	1/7/2026 - 4:11 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2025/2026-

WHEREAS, the following revenue from HCA Florida Healthcare was not anticipated when the 2025/2026 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are a financial contribution from HCA Florida Healthcare for construction of a First-Aid Station at the Clay County Fairgrounds in exchange for naming rights of the Station.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		$	170,009,91
Additions to General Fund (FD1000)			
General Fund / Sponsorship / First-Aid Station / Clay County Fairgrounds / Contributions/Donations	FD1000-CC1289-PRJ100900-RC366000	$	27,62
Amended Total Revenue		$	170,037,541

APPROPRIATION

Prior Fund Total:		$	170,009,916
Additions to General Fund (FD1000)			
General Fund / Sponsorship / First-Aid Station / Clay County Fairgrounds / Buildings	FD1000-CC1289-PRJ100900-SC562000	$	27,625
Amended Total Appropriation		$	170,037,541

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 13th day of January, 2026.

Board of County Commissioners Clay County, Florida

_____

Kristen Burke, Chairman

ATTEST:

_____

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

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

NAMING RIGHTS SPONSORSHIP AGREEMENT

This Naming Rights Sponsorship Agreement ("Agreement") is entered into this 13th day of January 2026 ("Effective Date") and is between HCA Florida Orange Park Hospital ("Sponsor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County's Donation and Sponsorship Policy, as it may be amended from time to time (the "Policy"), provides for a Naming Rights Sponsorship under which a third party may obtain the exclusive right to name an asset or venue in relation to County-owned facilities or land; and

WHEREAS, the County owns property located at 2463 State Road 16 West, Green Cove Springs, FL 32043 known as the Clay County Fairgrounds (the "Fairgrounds"); and

WHEREAS, the Fairgrounds include various facilities and buildings, including an existing First-Aid Station building; and

WHEREAS, the County intends to procure and install a new First-Aid Station building at the Fairgrounds (the "Facility"); and

WHEREAS, in accordance with the Policy, the Sponsor desires to obtain Naming Rights to the Facility on the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to grant to the Sponsor the Naming Rights to the Facility and to set forth the related sponsorship and marketing terms.

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 recitals are an integral part of this Agreement and are incorporated herein by reference.

2. Grant of Naming Rights. The County hereby grants to Sponsor the exclusive right to name the Facility the "HCA Florida Healthcare First-Aid Station at Clay County Fairgrounds" (the "Name" and/or "Naming Rights") for the term set forth below, subject to the terms and conditions of this Agreement. The parties acknowledge that the Facility has not yet been installed. The Naming Rights granted under this Agreement apply to the Facility once installed, and the County shall have no obligation to display or use the Name prior to installation and completion of the Facility.

3. Branding and Marketing Materials.

a. Use of Name. The County and the Sponsor may use the Name in marketing, advertising, and promotional materials related to the Facility. All Sponsorship advertising shall comply with the standards set forth in the Restrictions and Ethical Considerations sections of the Policy and is subject to review and approval by the County.

b. Signage. The County will be responsible for the design and placement of all signage displaying the Name within the Facility. All signage is subject to approval by County staff. The County will provide the Sponsor with a design proof and an estimated schedule for design and installation. The County will use reasonable efforts to complete installation within a reasonable timeframe and will notify the Sponsor of any delays, including the reason for the delay and an updated schedule. Final design and placement of all signage will be at the County's discretion..

c. Communications and Promotional Activities. In exchange for the Sponsorship, the County agrees to include the Name in official County communications and promotional activities related to the Facility, which may include advertising, press releases, and event announcements, as determined appropriate by the County.

d. Limited License for Names and Trademarks. Each party grants to the other party a limited license to include the name and trademarks of the other party on its website and in its marketing materials for the sole and limited purpose of the branding and marketing described in this Agreement.

4. Additional Names or Sponsors. The Sponsor acknowledges and agrees that the County may solicit and enter into sponsorships with other third parties in connection with the Fairgrounds, including naming rights for other areas, sections, facilities, or buildings, and/or naming rights for the Fairgrounds as a whole.

5. No Control or Management.

a. This Agreement addresses the sponsorship contribution and granting of the Name. It does not govern the provision of any services at the Facility and does not grant the Sponsor any right, exclusive or otherwise, to use, occupy, or access the Facility.

b. The County acknowledges that the Sponsor may, at its option, provide first-aid services, personnel, and supplies at the Facility during events at the Fairgrounds; however, any such services must be coordinated with the event organizer and/or Clay County Fire Rescue, as applicable, and are outside the scope of this Agreement.

c. Except as expressly stated in this Agreement, the Sponsor shall have no duties, responsibilities, or obligations related to the Facility and shall have no ownership interest in, or control over, the planning, design, construction, operation, programming, scheduling, organization, execution, or management of the Facility or any events held there. All decisions regarding the Facility remain within the County's authority.

6. Financial Terms.

a. Naming Rights Fee. In consideration of the rights and benefits provided to Sponsor under this Agreement, including the Naming Rights and Sponsorship benefits granted to Sponsor hereunder, Sponsor agrees to pay to the County a total Sponsorship fee of $27,625.00 (the "Fee"), payable within 45 days of the Effective Date of this Agreement. Failure of Sponsor to timely remit the payment provided in this paragraph shall be a material breach of this Agreement.

b. Payment shall be made payable to Clay County Board of County Commissioners and mailed to Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043-0988. In the Memo section, please state "Sponsorship Re: Naming Rights for the HCA Florida Healthcare First-Aid Station at Clay County Fairgrounds."

c. Use of Naming Rights Fee. The Fee paid by Sponsor under this Agreement is intended to support the County's costs associated with the purchase, installation, and related improvements of the Facility to which the Naming Rights apply. Sponsor acknowledges and agrees that the County retains sole discretion over budgeting, procurement, and expenditure of the Fee, and that nothing in this Agreement shall be construed as requiring the County to expend such funds in a particular manner or within a specific timeframe. Sponsor further acknowledges that the timing of installation of the Facility is subject to factors outside the County's control, including budgeting, procurement, permitting, and construction considerations, and that delays shall not constitute a default or material breach by the County. In the event the County determines that it will not proceed with installation of the Facility, the County may, in its discretion, offer Sponsor the opportunity to apply the Naming Rights to a comparable County-owned facility or to an alternative County sponsorship opportunity, subject to Sponsor's reasonable approval. If no substitute facility and/or sponsorship opportunity is agreed upon, the County shall refund to Sponsor the Fee. The refund described herein shall be Sponsor's sole and exclusive remedy arising from the County's decision not to install the Facility.

d. Costs and Expenses. Except as expressly stated in this Agreement, each party shall be responsible for its own costs and expenses incurred in connection with this Agreement. Without limitation, all costs associated with the Sponsor's staffing of the Facility, provision of first-aid services, or supply of equipment or materials shall be the sole responsibility of the Sponsor. Nothing in this Agreement requires the County to reimburse the Sponsor for any staffing, supply, or operational costs.

7. Term and Renewal.

a. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years, unless earlier terminated in accordance with this Agreement.

b. Renewal. The parties shall have the option to renew this Agreement for an additional term of five (5) years upon mutually agreed terms, to be re-negotiated at time of renewal, provided that the Sponsor gives the County written notice of its intent to renew at least

three (3) months prior to the expiration of the initial term.

8. Termination.

a. Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other party if the other party engages in any of the following behaviors:

i. Material Breach. Any material breach of the terms and conditions of this Agreement that remains uncured for a period of 30 days after written notice of such breach.
ii. Fraud or Misconduct. Any fraudulent or illegal conduct, or gross misconduct, that materially affects the other party's ability to fulfill its obligations under this Agreement.
iii. Reputation Damage. Any behavior that significantly harms or has the potential to significantly harm the reputation, business, or operations of the other party as determined by the party that may be damaged that remains uncured for a period of 10 days after written notice of such breach.
iv. Non-compliance. Failure to comply with any applicable laws, regulations, or industry standards relevant to the performance of this Agreement that remains uncured for a period of 30 days after written notice of such breach.

b. The terminating party shall provide the other party with written notice specifying the grounds for termination for cause. The termination shall be effective immediately upon receipt of such notice unless otherwise stated in the notice. Upon termination of this Agreement for cause, all rights and obligations of the parties under this Agreement shall cease, except for those that are expressly stated to survive termination. The terminating party shall be entitled to seek any and all remedies available at law or in equity for any damages suffered as a result of the cause.

c. Mutual Termination. This Agreement may be terminated at any time by the mutual written consent of both parties. Such written consent will state the effective date of the termination and the procedures for proper close-out of this Agreement, if applicable.

d. Termination for Convenience. Either party may terminate this Agreement without cause by providing the other party 180 days' advance written notice.

e. Upon termination of this Agreement for convenience or upon mutual termination, all rights and obligations of the parties under this Agreement shall cease, except for those that have accrued prior to the date of termination or that are expressly stated to survive termination.

9. Future Name Change or Transfer of Fee.

a. Sponsor acknowledges that the continuity of the Name of the Facility once established is of primary importance. However, should Sponsor desire to change the Name in the future, Sponsor shall notify the County of its desire to do so and shall disclose the proposed

new name to the County. The new name is subject to the review and approval by the County in accordance with the Policy. The County does not guarantee the approval by the County to a change in the name and reserves the right to deny such request at its sole discretion.

b. In the event that the County approves the name change, the Sponsor agrees to be solely responsible for expenses associated with such name change required under this Agreement. Such expenses may include, but are not limited to, costs related to signage, installation, marketing materials, promotional items, digital and print media updates, and any other materials or assets that require modification as a result of the name change. The Sponsor shall promptly reimburse the County for any such expenses incurred by the County in connection with the name change.

c. Transfer of Fee to Alternative Asset. During the term of the Agreement, the Sponsor may request that the Fee be applied to a different County sponsorship opportunity, whether at the Clay County Fairgrounds or another County-owned facility, in lieu of the First-Aid Station Naming Rights. Any such request must be submitted to the County in writing. Approval of a requested alternative sponsorship opportunity is subject to the availability of the opportunity and the mutual written agreement of the parties regarding any applicable terms and conditions. The County's approval shall be required and shall be exercised in the County's discretion.

10. Disclaimer; No County Indemnification; Sovereign Immunity.

a. The Sponsor acknowledges and agrees that the County's role under this Agreement is limited solely to granting the sponsorship and/or naming rights expressly described herein. Any maintenance, operational, or management activities performed by the County are undertaken in the County's governmental capacity and not for the benefit of the Sponsor, and such activities shall not create or be construed to create any duty on the part of the County to defend or indemnify the Sponsor.

b. The County shall have no obligation to defend or indemnify the Sponsor for any claim or purpose whatsoever, whether arising in contract, tort, statute, or otherwise. Nothing in this Agreement shall be construed as a waiver of the County's sovereign immunity or as increasing the County's liability beyond the limits set forth in section 768.28, Florida Statutes, or other applicable law.

11. Compliance with Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations, rules, ordinances, orders, and policies concerning the performance of this Agreement.

12. Appropriated Funds. Any expenditure of funds by the County for the Facility and/or the Fairgrounds including maintenance and operation of such is subject to appropriation of such funds in the County's budget. Nothing in this Agreement shall obligate the County to the Sponsor to expand appropriations or to enter into any contract or other obligation.

13. Public Records. The Sponsor 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 Sponsor shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. A request to inspect or copy public records relating to the Agreement must be made directly to the County.

IF THE SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPONSOR'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.

14. Human Trafficking Attestation. In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Sponsor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Sponsor 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 Sponsor does use coercion for labor or services, the Sponsor 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.

15. 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.

16. No Assignment. The Sponsor 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 Sponsor without such prior written consent shall be null and void.

17. 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.

18. Amendment or Modification of Agreement. The Agreement may only be modified or amended by written agreement duly authorized and executed by the parties hereto. No oral agreements or representation shall be valid or binding upon either party.

19. 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.

20. 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.

21. 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.

22. Attorneys' Fees. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

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

If to Sponsor:	If to the County:
HCA Florida Orange Park Hospital 2001 Kingsley Avenue Orange Park, FL 32073 Attention: Chad Patrick, CEO Copy to: Rachel Berry, Director of Communications & Community Engagement	Clay County P.O. Box 1366 477 Houston Street Green Cove Springs, FL 32043 Attention: County Manager Copy to: Sponsorship Development Coordinator and County Attorney

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.

24. 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.

25. 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.

26. 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.

27. Counterparts. The Agreement may be executed in one or more counterparts and by the separate Parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

28. Resolution. The County's entry into this Agreement shall operate as the resolution in accordance with the Policy approving the Naming Rights Sponsorship request pursuant to the terms of this Agreement and in consideration of the payments as provided herein.

29. Entire Agreement. This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all previous agreements, whether oral or written.

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

[Signatures appear on the following page.]

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

HCA FLORIDA ORANGE PARK HOSPITAL

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

F:\Contract\Donations-Sponsorships\Naming Rights\HCA Florida Healthcare First-Aid Station at Clay County Fairgrounds - Naming Rights Agreement.doc

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Megan Covey, Grants Director

SUBJECT:
A) Approval of the State Funded Grant Agreement between Clay County and Florida Department of Transportation for design, construction, and CEI of the Clay County CR 217 Bridge Safety Improvements and Replacements in an amount not to exceed $2,500,000, to be completed no later than June 30, 2030.
B) Approval of the accompanying authorizing resolution.
C) Approval of the accompanying budget resolution.
Funding Source:
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / CR217 Bridge Safety Improvements and Replacements / CR217 Bridge Replacement / Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Project schedule is as follows:
Right-of-Way to be certified by 1/30/27
Design to be completed by 6/30/27
Construction contract to be let by 12/31/27
Construction to be completed by 6/30/2030

The County is to provide project management of the design, construction, and CEI, and will be required to submit Railroad, Right-of-Way, and Utility Certifications, and an Engineer's estimate to FDOT. The County will be responsible for any additional funding if needed.

Is Funding Required (Yes/No):
Yes

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

Funding Source:
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / CR217 Bridge Safety Improvements and Replacements / CR217 Bridge Replacement / Infrastructure
Account No:
FD3003-CC1233-PRJ100899-GR010217-SC563000

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Contracts_FDOT 217 Bridge	Agreement/Contract	1/8/2026	FDOT_Grant_Agreement_-_CR217_Bridge_Improvements.ADA_aw.pdf
🗋	Contracts_Auth Res FDOT 217 Bridge	Resolution Letter	1/8/2026	Authorizing_Resolution_FDOT_454767-2-54-01_CR217_Bridge.ADA_aw.pdf
🗋	Contracts_Budget Res FDOT 217 Bridge	Resolution Letter	1/8/2026	Resolution_-_FDOT_CR217_Bridge_Safety_Imprv_Replacements.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	1/7/2026 - 4:11 PM	Item Pushed to Agenda

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

FPN: 454767-2-54-01	Fund: EM26	FLAIR Category: 088862
	Org Code: 55024010206	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:71	Contract No:	Vendor No: F596000553004

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Clay County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ 1871A of Chapter 2025-198,LOF , Local Transportation Projects , 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and CEI of the Clay County CR 217 Bridge Safety Improvements and Replacements, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2030. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $2,500,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $2,500,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids 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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Clay County

By: _____

Name: Kristen Burke

Title: Chairman

ATTEST:

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

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Greg Evans

Title: District Two Secretary

Legal Review:

By: _____

Name: Angela Hensel

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 454767-2-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Clay County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.043 miles; MP 2.564 to MP 2.607

PROJECT DESCRIPTION: The design, construction, and CEI of the Clay County CR 217 Bridge Safety Improvements and Replacements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Right-of-Way to be certified by 1/30/27.
Design to be completed by 6/30/27.
Construction contract to be let by 12/31/27.
Construction to be completed by 6/30/2030.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Clay County will provide project management of the design, construction, and CEI of this contract that has been procured by the Department. The Agency is required to submit a Railroad, Right of Way, and Utility Certification, Engineer's Estimate, and email that CCNA was followed for procuring both design and CEI services. The Agency shall provide as-builts or plan mark-ups at the completion of the project. Please note that since this is a Members Project, any additional funds needed must be funded by the county.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Clay County 477 Houston Street, Green Cove Springs, FL 32043-2438	454767-2-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase : Design, Const. & CEI- Phase 54) FY: **2026**	Maximum Department Participation (EM26)	$2,500,000.00	$0.00	$2,500,000.00	☒ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$2,500,000.00 %	$ 0.00 %	$2,500,000.00 %	
	TOTAL COST OF THE PROJECT	$2,500,000.00	$ 0.00	$2,500,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cheryl McGauley-Steinberg
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Clay County

PROJECT DESCRIPTION:The design, construction, and CEI of the Clay County CR 217 Bridge Safety Improvements and Replacements.

FPID#: 454767-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

☐ County Incentive Grant Program (CIGP), (ALN 55.008)
☐ Small County Outreach Program (SCOP), (ALN 55.009)
☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
☒ 1871A of Chapter 2025-198,LOF, Local Transportation Projects, 55.039

***Award Amount:** $2,500,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Financial Project No: 454767-2-54-01

RESOLUTION NO. 2025/2026- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AUTHORIZING THE ENTRY INTO AND EXECUTION OF THE STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CLAY COUNTY PERTAINING TO THE DESIGN, CONSTRUCTION, AND CEI OF THE CLAY COUNTY CR 217 BRIDGE SAFETY IMPROVEMENTS AND REPLACEMENTS; DELEGATING AUTHORITY TO THE COUNTY MANAGER TO EXECUTE ANY FUTURE AGREEMENTS, SUPPLEMENTAL AGREEMENTS, OR AMENDMENTS TO THE GRANT AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THE COMPLETION OF THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the State of Florida Department of Transportation ("Department") has awarded a State-Funded Grant to Clay County ("Recipient") related to the design, construction, and CEI of the Clay County CR 217 Bridge Safety Improvements and Replacements located in Clay County, Florida (the "Project") in accordance with Grant Agreement for Financial Project Number 454767-2-54-01 ("Grant Agreement"); and

WHEREAS, the Department has agreed to participate in the Project cost up to the maximum amount set forth in the Grant Agreement and shall reimburse the Recipient for costs incurred to deliver the Project as set forth in the Grant Agreement; and

WHEREAS, the Recipient agrees to deliver the Project and comply with the maintenance obligations for the Project in accordance with the terms of the Grant Agreement; and

WHEREAS, the Recipient desires to enter into the Grant Agreement with the Department and delegate authority to the County Manager to execute and submit future agreements, supplemental agreements, or amendments to the Grant Agreement and any other necessary agreements, documents, or certifications to effectuate the completion of the 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 the Grant Agreement.

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. A copy of the executed Resolution and the Grant Agreement shall be delivered to the Department forthwith.

Section 3. The Board does hereby delegate authority to the County Manager to execute and submit future agreements, supplemental agreements, or amendments to the Grant Agreement and any other necessary agreements, documents, or certifications to effectuate the completion of the Project.

Section 4. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this _____ day of January, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, Its Chairman

ATTEST:

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

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CLAY COUNTY RESOLUTION NO. 2025/2026-

WHEREAS, the following revenue from the Florida Department of Transportation (FDOT) was not anticipated when the 2025/2026 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for the design, construction, and CEI of the Clay County CR217 Bridge Safety Improvements and Replacements.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		$	115,596,237
Additions to Capital Improvement Plan (CIP Project Fund (FD3003)			
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / CR217 Bridge Safety Improvements and Replacements / CR217 Bridge Replacement / State Grants – Transportation	FD3003-CC1233-PRJ100899-GR010217-RC334400	$	2,500,000
Amended Total Revenue		$	118,096,237

APPROPRIATION

Prior Fund Total:		$	115,596,237
Additions to Capital Improvement Plan (CIP Project Fund (FD3003)			
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / CR217 Bridge Safety Improvements and Replacements / CR217 Bridge Replacement / Infrastructure	FD3003-CC1233-PRJ100899-GR010217-SC563000	$	2,500,000
Amended Total Appropriation		$	118,096,237

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 13th day of January, 2026.

Board of County Commissioners Clay County, Florida

_____

Kristen Burke, Chairman

ATTEST:

_____

Tara S. Green
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, January 13 4:00 PM

TO: Board of County Commissioners DATE: 12/29/2025

FROM: Megan Covey

SUBJECT:
Approval of budget resolution to record revenue received from the American Society for the Prevention of Cruelty to Animals (ASPCA), Animal Control Emergency Preparedness Initiative in the amount of $24,085. The funds are to be used to build disaster response capacity.
Funding Source: General Fund Revenue - Contributions/Donations

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Budget Resolution ASPCA Capacity Building Grant FY2025	Resolution Letter	1/5/2026	Resolution_-_FY_25-26_General_Fund_ASPCA_Capacity_Building_Grant_FY2025.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	1/7/2026 - 4:11 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2025/2026-

WHEREAS, the following revenue from the American Society for the Prevention of Cruelty to Animals (ASPCA) was not anticipated when the 2025/2026 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used to purchase emergency trailer and supplies to build disaster response capacity to Clay County Animal Services.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		$	170,009,916
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / ASPCA Capacity Building Grant FY2025 / ASPCA Capacity Building Grant FY2025 / Contributions/Donations	FD1000-CC1233-PRJ100901-GR010220-RC366000	$	24,085
Amended Total Revenue		$	170,034,001

APPROPRIATION

Prior Fund Total:		$	170,009,916
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / ASPCA Capacity Building Grant FY2025 / ASPCA Capacity Building Grant FY2025 / Operating Supplies	FD1000-CC1233-PRJ100901-GR010220-SC552000	$	2,095
General Fund / All Grants Organization / ASPCA Capacity Building Grant FY2025 / ASPCA Capacity Building Grant FY2025 / Machinery and Equipment - Capitalized	FD1000-CC1233-PRJ100901-GR010220-SC564100	$	16,500
General Fund / All Grants Organization / ASPCA Capacity Building Grant FY2025 / ASPCA Capacity Building Grant FY2025 / Machinery and Equipment – Non-Capitalized	FD1000-CC1233-PRJ100901-GR010220-SC564200	$	5,490
Amended Total Appropriation		$	170,034,001

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 13th day of January, 2026.

Board of County Commissioners Clay County, Florida

_____

Kristen Burke, Chairman

ATTEST:

_____

Tara S. Green
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, January 13 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and Contractual Services

SUBJECT:
A) Approval of the Cost Reimbursement Grant Agreement with the Department of Financial Services, Division of State Fire Marshal for Hazmat materials and equipment in the amount of $55,000.00. Period of performance is through June 30, 2026.
B) Approval of the accompanying budget resolution.
Funding Sources:
General Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Capitalized
General Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Non-Capitalized
Fire Control MSTU Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Capitalized
Fire Control MSTU Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Non-Capitalized

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Funding will be used to reimburse expenditures specific to sustainment of response capabilities. Sustainment consists of maintaining current specialized equipment and replacing and enhancing equipment and personal protective items listed in Appendix 1 of the Agreement.

Is Funding Required (Yes/No):
Yes

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

Funding Sources:
General Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Capitalized

General Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Non-Capitalized
Fire Control MSTU Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Capitalized
Fire Control MSTU Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Non-Capitalized
Account Nos:
FD1000-CC1233-PRJ100902-GR010218-SC564100 ($20,625.00)
FD1000-CC1233-PRJ100902-GR010218-SC564200 ($20,625.00)
FD1030-CC1233-PRJ100902-GR010218-SC564100 ($6,875.00)
FD1030-CC1233-PRJ100902-GR010218-SC564200 ($6,875.00)

Sole Source (Yes\No):

Advanced Payment (Yes\No):

No

No

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Contracts_DFS HAZMAT Grant	Cover Memo	1/6/2026	Grant_Agreement_DFS_HAZMAT_Sustainment_TBS_(1)dsada.pdf
🗋	Contracts_DFS HAZMAT Resolution	Cover Memo	1/6/2026	Resolution_-_General__Fire_Control_MSTU_Funds_USAR_HAZMAT_Sustainment_Grant_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	1/7/2026 - 4:11 PM	Item Pushed to Agenda

Agreement # FM 1218

GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES

AND

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the State of Florida (State), and Clay County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to an appropriation of the General Appropriations Act, to grant funds to the Grantee;

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein;

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows**:**

1. Performance Requirements.

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, appendices, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. Compliance with Laws, Rules, Regulations, and Policies.

The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. Agreement Term.

The term of this Agreement is set forth in Section 2., Performance Period, of Attachment 1, SOW.

4. Payment and Funding Considerations.

4.1. Funding. This Agreement shall not exceed the amount of funds stated in Attachment 1, SOW, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. Payment Process. Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the

Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: https://myfloridacfo.com/division/aa/vendors.

4.3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4.4. Taxes. The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

4.5. Invoicing and Acceptance. All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 32, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

4.6. Final Invoice. The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

4.7. Expenditures. All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which may be obtained at: reference-guide-for-state-expenditures.pdf (myfloridacfo.com). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida Legislature, the judicial branch, or a State agency.

5. Governing Laws of the State.

5.1. Governing Law. The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this

Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

5.2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

5.3. Advertising. Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

5.4. Sponsorship. As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

6. Mandatory Disclosure Requirements.

6.1. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

6.2. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

6.3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

6.4. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

6.5. Department Inspection of Records. Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.

6.6. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

7. Funding Requirements of Section 215.971(1), F.S.

7.1. The Grantee shall perform all tasks contained in the SOW.

7.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the

Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

7.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

7.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

7.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

7.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

8. Return or Recoupment of Funds.

8.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

8.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

9. Audits and Records.

9.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

9.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

9.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.

9.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2,

Audit Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: https://nvlpubs.nist.gov/nistpubs/SpecialPublictions/NIST.SP.800-88rl.pdf

9.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.

9.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

9.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.

9.8. Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract" within Addendum A refer to this "Agreement."

10. Assignments, Subgrants, and Contracts.

10.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: (1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; (2) contract its duties or responsibilities under this Agreement out to a third party; or (3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

10.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all

or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

10.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

10.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen percent (15%) of the outstanding balance due (*see* section 287.0585, F.S.).

11. MyFloridaMarketPlace. Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

12. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

13. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud.

13.1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which: (1) might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or (2) involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

13.2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.

13.3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

13.4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that: (1) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (2) the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

14. Nonexpendable Property.

14.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

14.2. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement until the property has reached the end of its useful life, or transferred to another entity with the same purpose, upon approval of the Department. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

14.3. The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

14.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the

Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

14.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

14.6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in this Agreement (*see* SOW).

14.7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 15, Disposition of Property, below.

15. Disposition of Property. The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

16. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property. If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (*see* section 287.05805, F.S.).

17. Insurance.

17.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

17.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

18. Intellectual Property Rights. Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

19. **Independent Contractor Status.** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

19.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

19.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

19.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.

19.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

19.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

19.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

20. **Electronic Funds Transfer.** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: https://myfloridacfo.com/division/aa/vendors. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

21. **Entire Agreement.** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

i. Attachment 1, Statement of Work;
ii. This Agreement document;
iii. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
iv. Addendum A, Public Records Requirements;

v. Attachment 3, Index of Applicable Laws and Regulations;
vi. Any Appendices;
vii. Any other Attachments.

22. Time is of the Essence. Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

23. Termination.

23.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."

23.2. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under: (1) the Agreement; or (2) applicable program laws, rules, and regulations governing the use of funds under this Agreement.

23.3. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

23.4. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work that has not been terminated by the Department, if any; (3) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest; and (4) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

24. Dispute Resolution. Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on

the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

25. **No Waiver of Consequences for Failure to Comply.** The Department's decision to waive any consequences in one instance does not relinquish the Department's right and ability to impose any consequences in future instances. The Department's failure to enforce, or the Department's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

26. **Limitation of Liability.** Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

27. **Indemnification.**

27.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

27.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

27.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made

by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

28. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

29. **Severability.** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

30. **Survival.** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

31. **Execution in Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

32. **Contact Information for Grantee and Department Contacts.**

Grantee's Payee:	**Grantee's Agreement Manager:**
Clay County Board of County Commissioners	Megan Covey
477 Houston Street	477 Houston Street
Green Cove Springs, FL 32043	Green Cove Springs, FL 32043

(904) 529-4150	(904) 529-4211
Jody.hysler@claycountygov.com	Megan.covey@claycountygov.com

Department's Agreement Manager:

John Kohnke

200 East Gaines Street

Tallahassee, FL 32399

(850) 413-3611

John.kohnke@myfloridacfo.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

33. Notices.

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (1) personally delivered; (2) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (3) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (4) on the date actually received, except if there is a date of the certification of receipt, then on that date.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly authorized officials.

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS	**DEPARTMENT OF FINANCIAL SERVICES**
By	**By**
Kristen Burke **Name**	**Name**
Chairman **Title**	**Title**
Date	**Date**

ATTEST:

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

Attachment 1
STATEMENT OF WORK (SOW)

1. **Project Description.** The Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to a specific appropriation of the General Appropriations Act, to grant funds to the Grantee. Line 2246 of the General Appropriations Act for the 2025-2026 State fiscal year provides funding for the sustainment of Florida's fire specialty teams, specifically for sustainment of Urban Search & Rescue (US&R), Hazardous Materials (HAZMAT), and Mutual Aid Radio Communications (MARC) and MARC Equipment.

   The Grantee has been awarded funding for the 2025–2026 fiscal year in the amount of $55,000.00. This funding will be used to purchase HAZMAT, as further described in Appendix 1, Itemized Equipment List.

   This is a cost reimbursement Agreement. The funding is based on the State's fiscal year.

2. **Performance Period.** The performance period for this Agreement begins upon full execution of this Agreement by both parties and expires on June 30, 2026. The term of this Agreement may be continued through the appropriations carry forward period for the purpose of submitting documents required in Section 5., Deliverables, as approved by the Department through written notification. The Department shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to this term beginning date or after this term end date.

3. **Grantee Responsibilities.** The Grantee shall:

   a. Identify and obtain pre-approval from the Division of the requested items to be procured. Requested items must be allowable based on the guidance provided by the Division of State Fire Marshal.
   b. Upon the Division's request, the Grantee must provide written evidence that all items were competitively procured to the extent required by law.
   c. Receive the equipment as described in Appendix 1, as applicable, in a timely manner not to exceed the Performance Period stated in Section 2., Performance Period.
   d. Provide the Department with sufficient documentation that ensures receipt of the equipment.
   e. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the US&R, Hazmat & MARC Grant Quarterly Report, incorporated by reference as Attachment 4.
   f. Recipient agrees to participate in disaster and major emergency preparedness planning, training, exercises and response to local, state, and National Emergency Management Assistance Compact deployments as part of the Florida State Emergency Response Team and Emergency Support Function 4 Firefighting and 9 Urban Search and Rescue until such time as both parties agree to end services.

4. **Department's Responsibilities.**

   The Department will monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department will review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed $55,000.00.

The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

5. Deliverables.

The Grantee shall complete the following deliverables:

Table 1
Deliverables

Deliverable No. 1 – US&R Sustainment		
Tasks	**Documentation**	**Financial Consequences**
Procurement, receiving, and invoicing for items and/or services as pre-approved by the Division.	1) Invoice in accordance with Section 7., below. 2) The Grantee shall submit copies of: a. Invoices. b. Proof of delivery of item(s) with photo evidence of the item(s) received in Grantee custody, proof of receipt of service with service agreement(s), signed shipping tickets by Grantee. c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's vendor.	Failure to meet the tasks identified for this Deliverable will result in non-payment until evidence of satisfactory completion of the tasks is received and approved by the Division within the specified Performance Period.
		DELIVERABLE 1 ESTIMATED COST $0.00

Deliverable No. 2 – HAZMAT Sustainment		
Tasks	**Documentation**	**Financial Consequences**
Procurement, receiving, and invoicing for items and/or services as pre-approved by the Division.	1) Invoice in accordance with Section 7., below. 2) The Grantee shall submit copies of: a. Invoices. b. Proof of delivery of item(s) with photo evidence of the item(s) received in Grantee custody,	Failure to meet the tasks identified for this Deliverable will result in non-payment until evidence of satisfactory completion of the tasks is received and approved by the Division within the specified Performance Period.

	proof of receipt of service with service agreement(s), signed shipping tickets by Grantee. c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's vendor.	
		DELIVERABLE 2 ESTIMATED COST $55,000.00
Deliverable No. 3 – MARC Sustainment		
Tasks	**Documentation**	**Financial Consequences**
Procurement, receiving, and invoicing for items and/or services as pre-approved by the Division.	1) Invoice in accordance with Section 7., below. 2) The Grantee shall submit copies of: a. Invoices. b. Proof of delivery of item(s) with photo evidence of the item(s) received in Grantee custody, proof of receipt of service with service agreement(s), signed shipping tickets by Grantee. c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's vendor.	Failure to meet the tasks identified for this Deliverable will result in non-payment until evidence of satisfactory completion of the tasks is received and approved by the Division within the specified Performance Period.
		DELIVERABLE 3 ESTIMATED COST $0.00
Deliverable No. 4 – MARC Equipment		
Tasks	**Documentation**	**Financial Consequences**
Procurement, receiving, and invoicing for items and/or services as pre-approved by the Division.	1) Invoice in accordance with Section 7., below. 2) The Grantee shall submit copies of: a. Invoices. b. Proof of delivery of item(s) with photo	Failure to meet the tasks identified for this Deliverable will result in non-payment until evidence of satisfactory completion of the tasks is received and approved by the

		evidence of the item(s) received in Grantee custody, proof of receipt of service with service agreement(s), signed shipping tickets by Grantee. c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's vendor.	Division within the specified Performance Period.
DELIVERABLE 4 ESTIMATED COST $0.00			
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED $55,000.00			

6. Reconciliation Report.

Pursuant to section 215.971, F.S., the Department's Agreement Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Agreement Manager requests documentation from the Grantee's Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request.

7. Invoice Submittal and Payment Schedule.

The Grantee shall provide itemized invoices for all portions of the deliverable rendered during that period. After receipt of the invoice, and in accordance with the payment provisions established in Section 4., Payment and Funding Considerations, of the Agreement, the Department shall disburse the amount of funds approved by the Department.

To request reimbursement, the Grantee shall:

a. Complete the Sustainment Reimbursement Request Form, incorporated by reference as Attachment 5, signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
    i. Are specifically for the project represented to the State in the budget appropriation;
    ii. Have been paid;
    iii. Were incurred within the Performance Period as specified in Section 2., Performance Period, above; and
    iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
b. All documentation (specified in Section 5., Deliverables) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Failure to timely complete the required duties outlined in the SOW shall result in the rejection of the invoice as stated above in Section 5., Deliverables

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

9. Disposition of Property.

Pursuant to Section 14., Nonexpendable Property, of the Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein; and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

- End of Attachment 1 (Statement of Work) -

Appendix 1

Itemized Equipment List

Eligible Items

This is a reimbursement grant agreement to accomplish the scope identified in this agreement. Prior to payment, tasks, deliverables, and reimbursements requests are subject to review and acceptance by Florida Division of State Fire Marshal.

Scope

The recipients will use the awarded amount to reimburse expenditures specific to sustainment of response capabilities. Sustainment consists of maintaining current specialized equipment, and replacing and enhancing equipment and personal protective items listed in the Mutual Aid Radio Cache list. Recipients may only acquire items specific to their specialty team awarded funding that are described on the table below.

Requirements

All proposed equipment purchases must receive prior written approval from the Division of the State Fire Marshal, Preparedness and Response section to ensure compliance with Statewide priorities and the FEMA Authorized Equipment List (AEL) categories. The FEMA AEL tools is accessed at *https://www.fema.gov/grants/tools/authorized-equipment-list*. Recipients shall submit a list of items to purchase including the AEL number prior to purchase. Reimbursements will only be processed for items approved and verified as consistent with the submitted and approved equipment list.

Hazardous Materials

Sub-Category	Description
Equipment Repair and Maintenance	Sensors, calibration, manufacturer maintenance, calibration gas, calibration gas equipment, misc. parts and pieces needed for maintenance. AEL: 21GN-00-MAIN
Radiation Equipment	Equipment designed to detect, identify, quantify alpha, beta, or gamma radiation. AEL: 07RD-01, 07RD-02, 07RD-03, 07RD-04
Detection	Equipment used to detect the presence of a hazard (e.g., gas monitors, stand-off detectors, biological detection, colorimetric kits). AEL: 07BD, 07BS, 07CD, 07CS, 07ED
Identification	Equipment used to identify unknown substances using spectroscopy or similar technologies (e.g., Raman, FTIR, GCMS, Mass Spectrometer). AEL: 07CD-01-FTIR, 07CD-01-DPRS, 07CD-01-DPGC, 07CD-01-DPFP, 07CD-01-DPSI
Personal Protective Equipment	Protective coverings certified to a standard of chemical protection (Level A/B suits, SCBA, gloves,

	boots, etc.). AEL: 01AR, 01CB, 01ID, 01SP, 01VF, 01VT, 01ZA
Decontamination	Equipment designed to remove chemical hazards from personnel, victims, or equipment. AEL: 08D2 – Active Decontamination

Mutual Aid Radio Cache

Onetime non-recurring ($10,000)

Sub-Category	Description
Tower Maintenance	Tower upgrades/additions
Generator Maintenance	Power cables/adapters
Equipment management and support	Storage cases/containers Cords and cables Power supplies
Tools	General hand tools Test equipment
Computer	Laptop computers Computer periphery Computer storage

Recurring ($6,500)

Sub-Category	Description
System branding	System logo stickers Unit logo stickers System patches Uniforms Signage PPE
Licensing/subscription	FCC frequency licensing Software licensing Communications subscription services
Equipment maintenance	Repairs Preventative maintenance Programming/tuning
Tower maintenance	Preventative maintenance
Equipment management and support	Supplies
Generator maintenance	Preventative maintenance Repairs

Urban Search & Rescue

Sub-Category	Description
Rescue equipment	Include Hand tools, Rescue tools, gas, pneumatic tools, and accessories’

	Hydraulic tools, Chargers, cords, and supplies K9 search equipment and supplies Rope rescue equipment, soft gear, and hardware Listening devices for search and rescue. Collapse shoring equipment.
Structural Specialist	Building monitoring devices
Logistics	Warehouse tools and loading equipment Base Camp supplies, Tents, and housing accessories PPE, boots, bags, and IFAKs Cases, dollies, pallet jackets. Hand tools, mechanic style with cases
Medical	First aid supplies, assessment/monitoring equipment, and cardiac monitor/AEDs.
Communication	Phones, radios, chargers, cables, wires, and accessories. Comms tools, wire connectors, and accessories. Computers, software, and printers Portable radio tower
Water Rescue	PPE, gear, supplies, PFDS, Dry suits, boating accessories Metal hull or inflatable boat with motor. Engine dolly, and chains. Boat trailers.
HAZ MAT	Air monitors, charges, calibrations equipment and accessories.

ATTACHMENT 2

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): John.Kohnke@MyFloridacfo.com

or

Paper (hard copy):
John Kohnke
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

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

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

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

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

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

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   State Project: Urban Search And Rescue Training And Expenses
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Urban Search And Rescue Training And Expenses, 43.014
   Amount: The amount listed in Section 5., Deliverables, in this Agreement's Attachment 1, Statement of Work.

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The requirements of this Agreement and ch. 2025-198, § 6, at line 2246, Laws of Florida.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:
Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:
Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

Attachment 4
US&R, Hazmat & MARC Grant Quarterly Report

For use with any deliverable submission including quarterly reports, closeout reports, and financial activities

Grantee:				**Agreement #**	
Quarter:	**Q1 ____**	**Q2 ____**	**Q3 ____**	**Q4 ____**	**Agreement Closeout ____**

#	Deliverable	Amount Requested
1	SUSTAINMENT	
2	TRAINING	
3	EXERCISE	
4	ADMINISTRATIVE	
TOTAL AMOUNT REQUESTED:		$0.00
AMOUNT REMAINING:		

I certify that to the best of my knowledge the billed costs are in accordance with the Terms of this Agreement, and that I am authorized to submit this form on behalf of the Grantee. Further, I certify that all costs listed above were incurred solely to fulfill the deliverables in this Agreement. If Agreement Closeout is checked, I certify that the amounts remaining are correct, and I certify the agreement is in closeout.

_____ _____

Print Name of Authorized Official *Title of Authorized Official*

_____ _____

Signature of Authorized Official *Signature Date*

Report Narrative

Use the space below to provide updates and give details of Deliverable activities performed during the Performance Period. If submitting with a reimbursement, list any irregularities or notes you wish to bring to the Department's attention.

Attachment 5
Sustainment Reimbursement Request Form

Create an item number for each item below. For "Quarterly Report," indicate the quarterly report in which the item was submitted for reimbursement.

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item#	Item/Vehicle Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item#	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. **Public Records Access Requirements.**

a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors**.

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

a. Keep and maintain Public Records required by the Department to perform the service.

b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.

d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

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

Telephone: **(850) 413-3149**
Email: **PublicRecordsRequest@myfloridacfo.com**
Mailing Address: **The Department of Financial Services**
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

CLAY COUNTY RESOLUTION NO. 2025/2026-

WHEREAS, the following revenue from the Department of Financial Services was not anticipated when the 2025/2026 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for Hazmat materials and equipment.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		$	170,009,916
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / State Grants – Public Safety	FD1000-CC1233-PRJ100902-GR010218-RC334200	$	41,250
Amended Total Revenue		$	170,051,166

Prior Fund Total:		$	15,285,998
Additions to Fire Control MSTU Fund (FD1030)			
Fire Control MSTU Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / State Grants – Public Safety	FD1030-CC1233-PRJ100902-GR010218-RC334200	$	13,750
Amended Total Revenue		$	15,299,748

APPROPRIATION

Prior Fund Total:		$	170,009,916
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Capitalized	FD1000-CC1233-PRJ100902-GR010218-SC564100	$	20,625

General Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Non-Capitalized	FD1000-CC1233-PRJ100902-GR010218-SC564200	$	20,625
Amended Total Appropriation		$	170,051,166

Prior Fund Total:		$	15,285,998
Additions to Fire Control MSTU Fund (FD1030)			
Fire Control MSTU Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Capitalized	FD1030-CC1233-PRJ100902-GR010218-SC564100	$	6,875
Fire Control MSTU Fund / All Grants Organization / USAR HAZMAT Sustainment / USAR Grant (HAZMAT Sustainment) / Machinery and Equipment – Non-Capitalized	FD1030-CC1233-PRJ100902-GR010218-SC564200	$	6,875
Amended Total Appropriation		$	15,299,748

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 13th day of January, 2026.

Board of County Commissioners Clay County, Florida

_____

Kristen Burke, Chairman

ATTEST:

_____

Tara S. Green
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, January 13 4:00 PM

TO: Board of County Commissioners DATE: 12/22/2025

FROM: Reginald Kantor, Budget Manager

SUBJECT: Approval to transfer budget from the Building Fund Reserves to the Building Department construction project in the amount of $357,532 to expedite processes relating to opening the facility outside of construction costs.
Funding Source: Building Fund / All Reserve Roll Up / Reserve - Unassigned

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

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

Funding Source(s): Building Fund / All Reserve Roll Up / Reserve - Unassigned

Account # FD1028-CC9999-SC599300 Amount - $357,352

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Budget Transfer - FY 25-26 FD1028 CC9999 TO	Backup Material	1/6/2026	Budget_Transfer_-_FY_25-26_FD1028_CC9999_TO_CC1232_dsada.pdf

CC1232

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	1/7/2026 - 4:13 PM	Item Pushed to Agenda

Budget Amendment: FY25-26 - Clay County Anual Operational Budget on 01/13/2026 : Amendment-00002061								
Description	**Transfer from Building Fud (FD1028) Unassigned reserves for new building furniture obligations**							
Budget Amendment Entries								
Period	***Ledger Account/Summary**	***Fund**	***Cost Center**	**Spend Category**	**Additional Worktags**	**Debit Amount**	**Credit Amount**	**Memo**
FY25-26 Year (FY25-26)	599300:Reserve - Unassigned	FD1028 Building Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)		$0.00	$357,532.00	Transfer to prj for furniture at new building
FY25-26 Year (FY25-26)	562000:Buildings - Expense	FD1028 Building Fund	CC1232 Non Capital Improvement Element	Buildings (562000)	Project: PRJ100387 Building Department Building	$357,532.00	$0.00	Transfer for furniture purchase at new building
					Fund Total:	**$357,532.00**	**$357,532.00**	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners

DATE: 1/6/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Release of Exclusive Easement Rights – PCI	Backup Material	1/9/2026	Release_of_Exclusive_Easement_Rights_–_PCI.ADA_aw.pdf
🗋	PCI Mobility Fee Credit Agreement Amendment 2_1.2.26	Backup Material	1/9/2026	PCI_Mobility_Fee_Credit_Agreement_Amendment_2_1.2.26.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	1/7/2026 - 4:13 PM	Item Pushed to Agenda

Prepared by and return to:

Maggie Howell Travis, Esq.
Driver, McAfee, Hawthorne, & Diebenow, PLLC
One Independent Square, Suite 1200
Jacksonville, Florida 32202

NOTE TO CLERK: please cross reference: Plat Book 67, Pages 44-52, inclusive, official records of Clay County Florida; Plat Book 71, Pages 22-25, inclusive, aforesaid records; and Plat Book 73, Pages 6-14, inclusive, aforesaid records

RELEASE OF EASEMENT EXCLUSIVITY
AS TO EASEMENT PARCELS 803, 804, 805, 806, 808, 809, AND 812

This Release of Easement Exclusivity (this "**Release**") is made and entered into as of this ___ day of January, 2026 (the "**Effective Date**") by and among Peters Creek Investments, LLP, a Florida limited liability partnership ("**PCI**"), Clay County, a political subdivision of the State of Florida ("**Clay County**"), SRTG DEV OWNER, LLC, a Delaware limited liability company ("**SRTG**"), and SARATOGA SAGEBROOK LLC, a Delaware limited liability company ("**Sagebrook**"). In this Release, PCI, Clay County, SRTG and Sagebrook are sometimes referred to individually as a "**Party**" and collectively as "**Parties**."

W I T N E S S E T H:

A. PCI, as Dedicator, dedicated certain real property located in Clay County, Florida pursuant to that certain Plat of Cathedral Oak Parkway Phase 1 recorded in Plat Book 67, Pages 44-52, inclusive, official records of Clay County, Florida (the "**Original Phase 1 Plat**"), as modified by that certain Cathedral Oak Parkway Phase 1 Replat recorded in Plat Book 71, Pages 22-25, inclusive, aforesaid records (the "**Phase 1 First Replat**"), and as modified by that certain Cathedral Oak Parkway Phase 1 Second Replat recorded in Plat Book 73, Pages 6-14, inclusive, aforesaid records (the "**Phase 1 Second Replat**" and collectively with the Original Phase 1 Plat and the Phase 1 First Replat, the "**Phase 1 Plat**").

B. Pursuant to the Adoption and Dedication Statement on the Phase 1 Plat, PCI dedicated to Clay County certain perpetual drainage easements and provided that "Clay County shall have exclusive use and control of the easement property and shall, at its sole cost and expense, construct, maintain, repair and operate drainage improvements within the easement property in accordance with applicable laws, codes, rules, regulations, and permits."

C. Pursuant to the sixth paragraph of the Adoption and Dedication Statement on the Phase 1 Plat, "the easements, as shown on the Plat, may be released by mutual consent of the Dedicator and Clay County without a requirement to replat provided such release is recorded in the public records of Clay County."

D. As of the Effective Date, PCI, SRTG, Sagebrook and Clay County are the sole owners of the real property subject to the Phase 1 Plat.

E. In accordance with the sixth paragraph of the Adoption and Dedication Statement on the Phase 1 Plat, PCI, SRTG and Sagebrook, as the successors-in-interest to Dedicator, and Clay County desire

to release the exclusive nature of the perpetual drainage easements created by the Phase 1 Plat and referred to on the Phase 1 Plat as Parcel 803, Parcel 804, Parcel 805, Parcel 806, Parcel 808, Parcel 809, and Parcel 812.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PCI, SRTG, Sagebrook, and Clay County agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Release.** PCI, SRTG, Sagebrook, and Clay County mutually agree that Clay County's exclusive rights in the perpetual drainage easements referred to on the Phase 1 Plat as Parcel 803, Parcel 804, Parcel 805, Parcel 806, Parcel 808, Parcel 809, and Parcel 812 are hereby released such that the owner of the real property subject to these identified perpetual drainage easements may use such real property for any lawful purpose subordinate to and not inconsistent with Clay County's rights to use the Easements (as such rights are described in the Phase 1 Plat) and reserves the right to grant easements and licenses to others so long as such grants are subordinated to and do not unreasonably interfere with Clay County's rights to use the perpetual drainage easements referred to on the Phase 1 Plat as Parcel 803, Parcel 804, Parcel 805, Parcel 806, Parcel 808, Parcel 809, and Parcel 812.

3. **Counterpart Execution**. This Release may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute the same instrument.

[signatures begin on following page]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed in its name, effective as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Witness #1:

_____

Print Name: _____
Address: 1 Independent Drive, Suite 1200,
Jacksonville, Florida 32202

Witness #2:

_____

Print Name: _____
Address: 1 Independent Drive, Suite 1200,
Jacksonville, Florida 32202

PCI:

PETERS CREEK INVESTMENTS, LLP, a Florida limited liability partnership

By: Developers Three, Inc., a Florida corporation, its Partner

By: _____
Name: Gerald R. Agresti
Title: President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by Gerald R. Agresti, as the President of Developers Three, Inc., a Florida corporation, the Partner of **PETERS CREEK INVESTMENTS, LLP**, a Florida limited liability partnership, on behalf of the limited liability partnership. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

{*Notary Seal must be affixed*}

_____
Signature of Notary Public

Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

[PCI's signature pages continue on following pages]

Signed, sealed, and delivered
in the presence of:

Witness #1:

_____

Print Name: _____
Address: 1 Independent Drive, Suite 1200,
Jacksonville, Florida 32202

Witness #2:

_____

Print Name: _____
Address: 1 Independent Drive, Suite 1200,
Jacksonville, Florida 32202

PCI:

PETERS CREEK INVESTMENTS, LLP, a Florida limited liability partnership

By: The Paul E. and Ida Klare Reinhold Family Trust u/a dated 12/22/1965, its Partner

By: _____
Name: George M. Egan
Title: Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by George M. Egan, as the Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees of The Paul E. and Ida Klare Reinhold Family Trust u/a dated 12/22/1965, the Partner of **PETERS CREEK INVESTMENTS, LLP**, a Florida limited liability partnership, on behalf of the limited liability partnership. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

{*Notary Seal must be affixed*}

_____
Signature of Notary Public

Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

[PCI's signature pages continue on following page]

Signed, sealed, and delivered
in the presence of:

Witness #1:

_____

Print Name: _____
Address: 1 Independent Drive, Suite 1200,
Jacksonville, Florida 32202

Witness #2:

_____

Print Name: _____
Address: 1 Independent Drive, Suite 1200,
Jacksonville, Florida 32202

PCI:

PETERS CREEK INVESTMENTS, LLP, a Florida limited liability partnership

By: The Klare N. Reinhold Irrevocable Trust u/a dated 12/22/1967, its Partner

By: _____
Name: George M. Egan
Title: Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by George M. Egan, as the Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees of The Klare N. Reinhold Irrevocable Trust u/a dated 12/22/1967, the Partner of **PETERS CREEK INVESTMENTS, LLP**, a Florida limited liability partnership, on behalf of the limited liability partnership. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

{*Notary Seal must be affixed*}

_____
Signature of Notary Public

Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

[end of PCI's signature pages]

Signed, sealed, and delivered
in the presence of:

Witness #1:

_____
Print Name: _____
Address: _____

Witness #2:

_____
Print Name: _____
Address: _____

CLAY COUNTY:

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

ATTEST:

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

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____, as _____ of **CLAY COUNTY**, a political subdivision of the State of Florida, on behalf of the political subdivision. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

{*Notary Seal must be affixed*}

_____
Signature of Notary Public

Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

Signed, sealed, and delivered
in the presence of:

Witness #1:

_____

Print Name: _____

Address: _____

Witness #2:

_____

Print Name: _____

Address: _____

SRTG:

SRTG DEV OWNER, LLC, a Delaware limited liability company

By: _____

Name: Jesse R. Baker

Title: Authorized Signatory

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by Jesse R. Baker, as the Authorized Signatory of **SRTG DEV OWNER, LLC**, a Delaware limited liability company, on behalf of the company. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

{*Notary Seal must be affixed*}

_____

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

Signed, sealed, and delivered
in the presence of:

Witness #1:

_____

Print Name: _____

Address: _____

Witness #2:

_____

Print Name: _____

Address: _____

Sagebrook:

Saratoga Sagebrook LLC, a Delaware limited liability company

By: _____

Name: Jesse R. Baker

Title: Authorized Signatory

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by Jesse R. Baker, as the Authorized Signatory of **Saratoga Sagebrook LLC**, a Delaware limited liability company, on behalf of the company. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

{*Notary Seal must be affixed*}

_____

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

Consent and Joinder of Lender

The undersigned, being the holder of those certain Deposit Release Mortgages executed by Saratoga Sagebrook LLC ("**Sagebrook**"), recorded in Official Records Book 4908, Page 1297, Official Records Book 4908, Page 1304, Official Records Book 4908, Page 1311, Official Records Book 4908, Page 1318, Official Records Book 4908, Page 1325, and Official Records Book 4908, Page 1332, each of the public records of Clay County, Florida (collectively, the "**Mortgages**"), does hereby consent to the foregoing Modification and subordinates its interest in and to such Mortgages and the lien(s) created thereby and any other security interests held by the undersigned to secure any indebtedness payable by Sagebrook described in the Mortgages (collectively "**Lender's Liens**") to the terms and conditions of the foregoing Release (the "Release") as if the Release had been executed and recorded in the official records of Clay County, Florida prior to the execution, delivery and recordation of Lender's Liens; provided, however, this consent and subordination shall not be construed to be a release of the lien of the Mortgages against the property subject to the Mortgages or any part thereof. Except only insofar as the undersigned hereby consents to the Release and subordinates its liens and security interests to the Release, the Mortgages shall remain in full force and effect and remain of first dignity and priority as security for the payment by Sagebrook of the indebtedness thereby secured. The undersigned reserves all of the rights to which it is entitled and except to the limited extent provided herein, this consent and subordination in no way shall operate as a waiver of said rights.

Signed, sealed, and delivered
in the presence of:

Witness #1:

_____

Print Name: _____

Address: _____

Witness #2:

_____

Print Name: _____

Address: _____

NVR, INC.,
a Virginia corporation, d/b/a Ryan Homes

By: _____

Name: _____

Title: _____

STATE OF _____}
}SS
COUNTY OF _____}

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202__, by _____, _____, of NVR, INC., a Virginia corporation, d/b/a Ryan Homes, on behalf of such corporation. Such person ☐ is personally known to me or ☐ has produced a _____ as identification.

{*Notary Seal must be affixed*}

_____
Signature of Notary Public
Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

[end of signature pages]

CLAY COUNTY
AGREEMENT/CONTRACT NO. 2021/22-138 AM2

SECOND AMENDMENT TO MOBILITY FEE CREDIT AGREEMENT RE: FCC (PCI)

This Second Amendment to Mobility Fee Credit Agreement (the Second Amendment) is made and entered into as of the _____ day of January, 2026, by and between Clay County, Florida, a political subdivision of the State of Florida (the County), and Peters Creek Investments, LLP, a Florida limited liability partnership (PCI).

Recitals

WHEREAS, on March 22, 2022, the County and PCI entered into a Mobility Fee Credit Agreement identified as Clay County Agreement/Contract 2021/2022-138 (the Agreement), establishing the respective rights and obligations of the parties related to the donation to the County of approximately 75.1 acres as right-of-way for the First Coast Connector (collectively the PCI Right-of-Way); and,

WHEREAS, pursuant to the Agreement, exclusive drainage (conveyance and outfall) easements were donated to the County for the Designated Mobility Improvement identified in the Clay County Mobility Fee Ordinance (the Ordinance) as Project No. 12/First Coast Connector, a road extending from the First Coast Expressway (SR 23) easterly to U.S. Highway 17 and now known as Cathedral Oak Parkway; and,

WHEREAS, on April 25, 2023, the County and PCI entered into an Amendment to the Mobility Fee Credit Agreement, identified as Clay County Agreement/Contract 2021/2022-138 AM1 and attached hereto as Attachment 1 (the First Amendment); and,

WHEREAS, in connection with development occurring in the vicinity of the donated PCI Right-of-Way, PCI has requested the right to use in common with the County the exclusive drainage easements PCI donated to the County in accordance with the Agreement, specifically the

Parcel 803, Parcel 804, Parcel 805, Parcel 806, Parcel 808, Parcel 809 and Parcel 812 Easements identified on the Cathedral Oak Parkway Phase 1 Second Replat, recorded at Plat Book 73, Pages 6 – 14, public records of Clay County (Drainage Easements); and,

WHEREAS, for a reduction in the mobility fee credits provided for the exclusivity of the Drainage Easements, the County is willing to provide for the common right of use of the Drainage Easements between the County and PCI and its successors and assigns, subject to PCI's interest being subordinated to the interests of the County in the Drainage Easements and such interest shall not interfere with or be inconsistent with the County's use of the Drainage Easements; and,

WHEREAS, the Parties desire to amend the Agreement, as amended, to set forth the reduction in PCI's awarded Mobility Fee Credit.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Second Amendment. When construing this Second Amendment to the Agreement, as amended, 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 Second Amendment; provided, however, that if the recitals and a substantive provision of this Second Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. Paragraph 2(a) of the Agreement, as amended, entitled **Calculation of Credit**, is hereby amended with the addition of the following paragraph:

PCI's approved Credit, as shown on Exhibit C and Exhibit E, shall be **reduced in the amount of $96,944.00** for the common use of Parcel 803,

Parcel 804, Parcel 805, Parcel 806, Parcel 808, Parcel 809 and Parcel 812 Easements. Such Credit reduction amount was calculated as follows: 6.08 acres (Parcels 803, 804, 805, 806, 808, 809 and 812) X $28,012(50%) = $85,156.00 plus automatic adjustments to the Mobility Fee as provided in Section 3.10 of the Ordinance on October 1 of each year for a total of $96,944.00.

3. Paragraph 3 of the Agreement, as amended, entitled **The County's Obligations**, is hereby amended with the addition of the following paragraph (h):

h. The County agrees to release its exclusive rights in the Parcel 803, Parcel 804, Parcel 805, Parcel 806, Parcel 808, Parcel 809 and Parcel 812 Easements (Drainage Easements) donated by PCI for Credit and to allow common use of the Drainage Easements with PCI, subject to a reduction in the mobility fee credits provided by the County to PCI for the donation of the exclusive Drainage Easements and to the agreement of PCI that its use and interest, as well as that of any of its successors and assigns, is subordinated to the interests of the County and such use and interest shall not interfere with or be inconsistent with the County's use of the Drainage Easements.

4. Paragraph 4 of the Agreement, as amended, entitled **PCI's Obligations**, is hereby amended with the addition of the following paragraph (d):

d. PCI agrees to a reduction of its mobility fee credits provided by the County for the release by the County of its exclusive rights in the Parcel 803, Parcel 804, Parcel 805, Parcel 806, Parcel 808, Parcel 809 and Parcel 812 Easements (Drainage Easements) to allow common use of the Drainage Easements with PCI as set forth

in Paragraph 2(a) above. PCI further agrees and acknowledges that its use and interest in the Drainage Easements, as well as that of any of its successors and assigns, is subordinated to the interests of the County and such use and interest shall not interfere with or be inconsistent with the County's use of the Drainage Easements.

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

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

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement, as amended, as of the day and year first above written.

CLAY COUNTY

_____
Kristen Burke, Its Chair

ATTEST:

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

PETERS CREEK INVESTMENTS, LLP,
a Florida limited liability partnership

By: Developers Three, Inc.,
a Florida corporation, its Partner

By: _____
Name: Gerald R. Agresti
Title: President

By: The Paul E. and Ida Klare Reinhold Family Trust u/a dated 12/22/1965, its Partner

By: _____
Name: George M. Egan
Title: Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees

By: The Klare N. Reinhold Irrevocable Trust u/a dated 12/22/1967, its Partner

By: _____
Name: George M. Egan
Title: Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees

ATTACHMENT 1

AMENDMENT TO MOBILITY FEE CREDIT AGREEMENT RE: FCC (PCI)
Clay County Agreement/Contract 2021/22—138 AM1

CLAY COUNTY
AGREEMENT/CONTRACT NO. 2021/2022-138 AM1

AMENDMENT TO MOBILITY FEE CREDIT AGREEMENT RE: FCC (PCI)

This Amendment to Mobility Fee Credit Agreement (the Amendment) is made and entered into as of the 25 day of April, 2023, by and between Clay County, Florida, a political subdivision of the State of Florida (the County), and Peters Creek Investments, LLP, a Florida limited liability partnership (PCI).

Recitals

WHEREAS, on March 22, 2022, the County and PCI entered into a Mobility Fee Credit Agreement identified as Clay County Agreement/Contract 2021/2022-138 and attached hereto as **Attachment 1** (the Agreement), establishing the respective rights and obligations of the parties related to the donation to the County of approximately 75.1 acres as right-of-way for the First Coast Connector (collectively the PCI Right-of-Way); and,

WHEREAS, the donation of the PCI Right-of-Way to the County was completed by plat on June 22, 2022; and,

WHEREAS, PCI previously conveyed a 20-acre parcel of land to the School Board of Clay County upon which a new elementary school, Spring Park Elementary, is being built; and,

WHEREAS, the construction of Spring Park Elementary requires roadway improvements to County Road 315 to allow for adequate and safe ingress and egress to the school for students, parents, faculty, and the public; and,

WHEREAS, the roadway improvements to County Road 315 require property that fronts the School Board property and that is owned by PCI within the approximately 2,404 acres of property described in Exhibit A to the Agreement; and,

WHEREAS, the County wishes to acquire from PCI approximately 0.14 acres of such

property for right-of-way to facilitate the Spring Park Elementary access improvements (Spring Park Right-of-Way); and,

WHEREAS, the Parties desire to amend the Agreement to reflect the donation of the Spring Park Right-of-Way by PCI and associated Mobility Fee Credits; and,

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Amendment. When construing this Amendment to the 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 Amendment; provided, however, that if the recitals and a substantive provision of this Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. **Credit.**

a. Paragraph 2(a) of the Agreement, entitled *Calculation of Credit*, is hereby amended with the addition of the following paragraph:

> PCI agrees to donate the Spring Park Right-of-Way to the County, which acreage is described in **Exhibit D** hereto and by reference made a part of hereof, and agrees to an additional Credit of $6,275.00 for the donation of the Spring Park Right-of-Way for improvements related to access to Spring Park Elementary, as shown on **Exhibit E** attached hereto and by reference made a part hereof, which Credit is equal to the appraised value submitted by PCI pursuant to Section 3.05 of the Ordinance.

b. Paragraph 2(b) of the Agreement, entitled *Schedule of Donation of Right of Way and Issuance of Credit*, is hereby amended with the addition of the following paragraph:

The donation of the Spring Park Right-of-Way shall be accomplished by Warranty Deed in the form attached hereto as **Exhibit F**, executed by PCI and recorded by the County. PCI shall execute the Warranty Deed and return it to the County by May 5, 2023 for recording by the County. Upon recordation of the Warranty Deed, the County shall issue $6,275.00 in additional Credit to PCI. Such Credit is subject to adjustment consistent with any automatic adjustments to the Mobility Fee as provided in Section 3.10 of the Ordinance on October 1 of each year.

4. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Amendment are incorporated herein and shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

[Remainder of Page Intentionally Blank]

PETERS CREEK INVESTMENTS, LLP

By: George M. Egan
George M. Egan (May 6, 2023 09:12 EDT)

George Egan,
Managing Representative

CLAY COUNTY, FLORIDA

By: Betsy Condon (May 3, 2023 13:52 EDT)

Betsy Condon, Its Chairman

ATTEST:

Tara Green,
Clay County Clerk of Court and Comptroller
Ex officio Clerk to the Board

F:\Ordinances\Mobility Fee\FCC\PCI Credit Agreement 2023 Amendment_20230420 Draft.docx

ATTACHMENT 1

MOBILITY FEE CREDIT AGREEMENT RE: FCC (PCI)
Clay County Agreement/Contract 2021/22—138

CLAY COUNTY
AGREEMENT/CONTRACT No. 2021/22 138

MOBILITY FEE CREDIT AGREEMENT
Re: FCC (PCI)

This Mobility Fee Credit Agreement in connection with the First Coast Connector Road Right of Way and Stormwater Management Facilities (the Agreement) is made and entered into as of the 22nd day of March, 2022, by and between Clay County, Florida, a political subdivision of the State of Florida (the County), and Peters Creek Investments, LLP, a Florida limited liability partnership (PCI).

Recitals

WHEREAS, on October 27, 2020, the County adopted Ordinance No. 2020-39, known as the Clay County Mobility Fee Ordinance (the Ordinance), which imposes Mobility Fees, as that term is defined in the Ordinance, on New Construction, as that term is defined in the Ordinance, and which provides for credit to be granted against the imposition of Mobility Fees for the donation of right of way for all or any portion of a Designated Mobility Improvement, as that term also is defined by the Ordinance; and,

WHEREAS, the Ordinance establishes Mobility Districts within which Mobility Fees collected by the County shall be expended for improvements to Designated Mobility Improvements; and,

WHEREAS, PCI is the owner of approximately 2,404 acres of real property which is located in the County and which is more particularly described in **Exhibit A** attached hereto and by reference made a part hereof (the Property); and,

WHEREAS, PCI also owns approximately 54.75 acres of real property which is located in the County and east of the Property and which is more particularly described in

Exhibit A attached hereto and by reference made a part hereof (the PCI East Property); and,

WHEREAS, the Property and the PCI East Property are currently used for silviculture and agriculture uses as permitted in the applicable zoning districts; and,

WHEREAS, as owner of the Property and the PCI East Property (combined, the "Properties"), PCI seeks to comply with the Ordinance in addressing transportation needs arising from New Construction which may occur on the Properties in the future; and,

WHEREAS, the Properties include a segment approximately 14,040 linear feet in length of a proposed roadway identified as a Designated Mobility Improvement in the Ordinance, specifically, as Project No. 12 / First Coast Connector, a road extending from the First Coast Expressway easterly to U.S. Highway 17 (the "FCC"); and,

WHEREAS, the Property is located in the Lake Asbury & Green Cove Springs Mobility District (the LA/GCS Mobility District), as described in the Ordinance; and,

WHEREAS, a portion of the Property is located within the Lake Asbury Master Plan (LAMP) and the FCC is identified as an Adequate Public Facility (APF) and "dashed line" road in LAMP; and

WHEREAS, the County wishes to acquire from PCI from within the Properties approximately 75.1 acres of such right of way for the FCC, including associated stormwater management facilities, Temporary Construction Easements, easements for stormwater conveyance, and easements for associated stormwater management facilities which acreage is described in **Exhibit B** attached hereto and by reference made a part hereof (combined, the "Right of Way"); and,

WHEREAS, PCI agrees to donate or cause to be donated the fee simple interest or easements, as may be applicable, for the Right of Way from within the Properties; and,

WHEREAS, pursuant to the Ordinance and subject to the conditions provided herein for the donation of the Right of Way, PCI shall be entitled to credit in an amount as described herein (the "Credit"); and,

WHEREAS, the Credit, once granted and subject to the conditions provided herein, may be used for New Construction which may occur on the Properties; and,

WHEREAS, PCI and the County acknowledge that the donation of approximately 15.17 acres within the Property as Right of Way may be used to satisfy, in part, the APF requirements imposed by LA TRA Policy 1.1.3 of the Lake Asbury Master Plan (the APF Requirements) arising out of the New Construction on the Property, as such APF Requirements may apply, and pursuant to LAMP (Section 3-33B.E.1(b) of the LAMP Development Regulations), may be transferred to landowners or developers of property subject to LAMP; and,

WHEREAS, the administration of the Credit in connection with the imposition of Mobility Fee obligations for New Construction on the Property is the responsibility of the Mobility Fee Coordinator, as identified in the Ordinance; and,

WHEREAS, PCI and the County desire to delineate their respective rights and obligations with regard to the Credit to which PCI shall become entitled pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Agreement; provided,

however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. **Credit**.

a. **Calculation of Credit**. PCI agrees to the Credit of $1,856,078 for the donation of Right of Way to the County as shown on **Exhibit C** attached hereto and by reference made a part hereof, which Credit is less than the appraised value of $2,671,955 submitted by PCI pursuant to Section 3.05 of the Ordinance, said appraised value being exclusive of the 2.19 acres within the Right of Way identified as public right of way in Fellowship Park Part No. 1 and Part No. 5, recorded in Plat Book 2 Page 61 and Plat Book 3 Page 2.

b. **Schedule of Donation of Right of Way and Issuance of Credit**. The donation of the Right of Way shall be accomplished by dedication through plat as prepared by the County, executed by PCI, and accepted and recorded by the County. The County shall prepare and deliver the draft plat to PCI on or before the earlier of (i) April 30, 2022 or (ii) at least twenty (20) days prior to the agenda deadline for placing the plat on an agenda for consideration by the Board of County Commissioners (BOCC). PCI may review the plat for consistency with this Agreement and, within ten (10) days of its receipt of the proposed plat, PCI shall deliver to the County, in writing, PCI's approval of the plat or requested revisions to the plat. Simultaneous with or prior to placing the plat on the BOCC's agenda, the County shall provide PCI with a copy of the proposed plat, including the revisions requested by PCI unless otherwise agreed among the parties. Within ten (10) days following the BOCC's approval of the proposed plat, PCI shall execute the plat. The County shall record the plat within twenty (20) days after execution by PCI, said recording being the dedication and acceptance of the Right of Way by the County. Upon such

dedication and acceptance of the Right of Way, the County shall issue $1,856,078 in Credit to PCI. Such Credit is subject to adjustment consistent with any automatic adjustments to the Mobility Fee as provided in Section 3.10 of the Ordinance on October 1 of each year by any percent change for the previous Fiscal Year in the Florida Department of Transportation Price Trends Index.

Prior to commencement of construction of the applicable FCC segment in the Right of Way, PCI shall be permitted to continue its existing use of any portion of the Right of Way for silviculture and agriculture uses, including but not limited to access, fencing, drainage, timber maintenance and harvesting, fire management, livestock grazing and movement, and other best management practices for the continued silviculture and agriculture uses of the Right of Way and Property. Commencement of construction of the applicable FCC segment shall be as identified by the County in the form of a phasing schedule identifying the limits of each phase of construction and the date of construction commencement for that phase to be provided to PCI. The County shall not be responsible for locating the limits of each phase of construction. The phasing schedule may be amended to delay or accelerate the commencement of construction for a particular phase by the County. Also during construction and in coordination with the County's contractor, PCI shall be permitted to cross the Right of Way, including but not limited to crossing with vehicles, equipment, and livestock, for access to and across the Property for silviculture and agriculture uses. PCI shall be responsible for any costs assessed by the Contractor for such coordination as well as any costs incurred due to any damage or delay that such crossing may cause. PCI shall be fully liable for the actions of its employees, lessees, contractors, partners or agents in connection with use of any portion of the Right of Way prior to commencement of construction or during construction and shall indemnify, defend and hold the County and its directors, officers, employees, agents, and

representatives harmless from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may at any time be made or brought by anyone against the County for injuries to body, life, limb or property in connection with or related to PCI's use of any portion of the Right of Way prior to commencement of construction or during construction. The County does not agree to and shall not indemnify PCI or any other person or entity, for any purpose whatsoever in relation to PCI's use of the Right of Way prior to commencement of construction or during construction. PCI acknowledges that the County shall not be required to perform any maintenance in connection with PCI's continued use. Also prior to commencement of construction of the FCC, the Right of Way may be subject to minor adjustments based on site conditions, utilities, and/or to accommodate final permitting and design. The County shall be responsible for any required modifications to the recorded plat arising from such minor adjustments.

c. **Use of Mobility Fee Credit by PCI and Successors**. Credit issued to PCI under this Agreement may be used by PCI or successor owners of the Properties in the payment, in whole or part, of Mobility Fees for New Construction on the Properties 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.

d. **APF Credit**. Upon dedication and acceptance of the plat(s) of the Right of Way, 15.17 acres of such Right of Way may be used by PCI to satisfy, in part, the APF requirements imposed by LA TRA Policy 1.1.3 of the Lake Asbury Master Plan (the APF Requirements) arising out of the New Construction on the Property, as such APF Requirements may apply, or to transfer to other lawful transferees within LAMP.

3. **The County's Obligations.** The County, through its Mobility Fee Coordinator, shall:

a. Deliver to PCI a form for the Credit Voucher to be utilized 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 Credit.

c. Require that, in connection with payment of Mobility Fee obligations, when a Credit Voucher from PCI, a transferee, or its successor, as applicable, stating the dollar amount of the Credit transferred is presented to the County, the County shall deduct the amount of the Credit Voucher from the balance of the Credit then available to PCI, a transferee, or its successor, as applicable; and issue such documentation as is necessary to reflect the amount credited against those Mobility Fee obligations due.

d. Not be responsible for determining whether any particular Credit Voucher is valid as between PCI or any transferee or its successor, as applicable, for any New Construction, and shall accept any Credit Voucher on the applicable form and signed by the person(s) identified pursuant to Section 4 below who is authorized to execute the Credit Voucher for any particular New Construction at the time any Mobility Fee obligation is otherwise due.

e. Periodically, PCI may request from the County the opportunity to inspect and copy Credit Vouchers accepted by the County. If, based on its inspection of such Credit Vouchers, PCI believes that the County has accepted an invalid Credit Voucher(s) or has otherwise processed a Credit Voucher(s) improperly, PCI may notify the County of its objection to such invalid or improperly processed Credit Voucher(s). Upon receipt of a PCI objection, the County

shall make any necessary adjustments to the County's ledger and take whatever steps lawfully available to the County to withhold, suspend, or revoke any permits, plans, or other approvals issued based upon the acceptance of such invalid or improperly processed Credit Voucher(s). If the County determines that the Credit Voucher(s) to which PCI objected is valid and was processed properly, then the County may restore any permits, plans, or approvals issued based upon the acceptance of such Credit Voucher(s).

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 PCI, a transferee, or a successor. Any such payment is non-refundable.

g. The County is obligated to prepare and deliver a plat of the Right of Way to PCI on or before April 30, 2022.

4. **PCI's Obligations**. PCI 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 PCI 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 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 description of the successor's lands within which the Credit may be used.

c. PCI is obligated to execute the plat of the Right of Way as provided herein.

5. **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.

6. **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, PCI or a transferee, as may be designated by PCI 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 PCI'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 PCI shall notify the County in writing and state the specific reasons for such disagreement. In the event that PCI and the County are unable to resolve such a disagreement, PCI may request a meeting with the County Manager. If the County Manager affirms disagreement with the conclusions of the annual report, then PCI may pursue remedies as provided in paragraph 7.a. below.

7. **Defaults and Remedies**.

a. **County/Defaults**. If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then PCI may deliver written notice of such default to the County. The County shall cure such default within sixty (60) days after the delivery of such notice of default. If the County does not cure such default within the time period provided, then PCI may pursue any available remedies in law or equity. By an amendment to this Agreement under Sections 8 or 9(i) below, time periods for the County's performance as provided in this Agreement may be extended.

b. **PCI/Defaults**. If PCI or any transferee or successor defaults in the performance of any obligation required to be performed by it under this Agreement (the Defaulting Party), then the County may deliver written notice of such default to the Defaulting Party. The Defaulting Party shall cure such default within sixty (60) days after the delivery of such notice of default. If the Defaulting Party does not cure such default within the time period provided, then the County may pursue any available remedies in law or equity. By an amendment to this Agreement under Sections 8 or 9(i) below, time periods for PCI's performance as provided in this Agreement may be extended.

8. **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 PCI 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.

9. **Miscellaneous Provisions**.

a. **Notices, Demands and Communications Between the Parties**. Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered, or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

Clay County
Attn: Howard Wanamaker, County Manager
P. 0. Box 1366
Green Cove Springs, Florida 32043

With copy to:

Clay County
Attn: Courtney Grimm, County Attorney
P. 0. Box 1366
Green Cove Springs, Florida 32043

Notices, demands and communications to Peters Creek Investments, LLP:

George M. Egan
Managing Representative
Peters Creek Investments, LLP
1845 Town Center Blvd., Suite 105
Orange Park, FL 32003

And

Gerald Agresti
Managing Partner
Peters Creek Investments, LLP
6833 Old Church Road
Fleming Island, Florida 32003

b. **Successors and Assigns**. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. PCI may assign any or all of its rights and obligations under this Agreement. In the event of such assignment, the term PCI in this Agreement shall refer to such assignee(s). At least thirty (30) days prior to any such assignment, a notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any rights and obligations assigned to it by PCI under this Agreement, shall be provided to the County. Upon the date of the assignment of all obligations and liabilities under this Agreement and providing

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

p. **Effective Date**. This Agreement and subsequent amendments hereto shall become effective the date they are approved by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PETERS CREEK INVESTMENTS, LLP
a Florida Limited Liability Partnership

By: George M. Egan
George M. Egan (Apr 7, 2022 16:07 EDT)

George M. Egan
Managing Representative

CLAY COUNTY, FLORIDA

By: WFBolla
WFBolla (Mar 30, 2022 08:50 EDT)

Wayne Bolla,
Its Chairman

ATTEST:

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

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EXHIBIT A

LEGAL DESCRIPTION for the PROPERTIES

Legal Description – Property

A parcel of land consisting of a portion of Sections 24, 25, 26 and 36, Township 5 South, Range 25 East; together with a portion of Sections 30, 31 and 32, Township 5 South, Range 26East; also together with a portion of Section 6, Township 6 South, Range 26 East; all in Clay County, Florida; said parcel being more particularly described as follows:

Begin at the northwest corner of said Section 6; thence on the south line of said Section 36 run South 89 degrees 31 minutes 43 seconds West, 3817.08 feet; thence northwesterly, along the arc of a curve concave northeasterly and having a radius of 1025.0 feet, an arc distance of 646.24 feet, said arc being subtended by a chord bearing and distance of North 72 degrees 24 minutes 34 seconds West, 635.59 feet; thence North 54 degrees 20 minutes 51 seconds West, 1882.92 feet to the west line of said Section 36; thence on said west line run the following 2 courses: 1) North 00 degrees 47 minutes 23 seconds East, 1064.88 feet to the west ¼ corner of said Section 36; 2) North 00 degrees 21 minutes 49 seconds West, 2575.50 feet to the northwest corner thereof; thence on the south line of said Section 26 run South 89 degrees 50 minutes 00 seconds West, 1288.35 feet; thence North 02 degrees 13 minutes 00 seconds East, 1836.89 feet; thence North 13 degrees 34 minutes 21 seconds East, 729.84 feet; thence North 48 degrees 02 minutes 30 seconds East, 388.01 feet; thence North 23 degrees 27 minutes 36 seconds East, 806.59 feet; thence North 51 degrees 19 minutes 48 seconds West, 97.01 feet; thence North 36 degrees 46 minutes 25 seconds East, 526.64 feet; thence North 40 degrees 33 minutes 38 seconds East, 765.54 feet; thence North 23 degrees 17 minutes 21 seconds East, 685.34 feet; thence South 53 degrees 00 minutes 54 seconds East, 236.48 feet; thence North 13 degrees 52 minutes 34 seconds East, 612.20 feet; thence North 60 degrees 20 minutes 29 seconds East, 1501.14 feet; thence North 44 degrees 44 minutes 37 seconds East, 251.08 feet; thence North 31 degrees 08 minutes 15 seconds West, 649.70 feet; thence North 54 degrees 54 minutes 20 seconds East, 272.23 feet; thence South 39 degrees 58 minutes 26 seconds East, 9873.41 feet; thence South 39 degrees 57 minutes 40 seconds East, 1212 feet, more or less, to the centerline of Peters Creek; thence along said centerline in a general southwesterly direction, following the meanderings thereof, 268 feet, more or less, to the west line of the Southeast 1/4 of the Northeast 1/4 of said Section 31; thence on last said line, South 00 degrees 09 minutes 57 seconds East, 1090 feet, more or less, to the north line of lands described in Official Records Book 580, page 590, of the public records of said county; thence on last said line, and then on the north line of lands described in Official Records Book 580, page 592, of said public records, and then on the easterly projection thereof, run South 87 degrees 53 minutes 11 seconds East, 1376.17 feet to the west line of County Road C-315; thence on last said line, run South 01 degree 47 minutes 45 seconds West, 2417.43 feet; thence continue on said west line and along the arc of a curve concave easterly and having a radius of 11,499.16 feet, an arc distance of 437.86 feet, said arc being subtended by a chord bearing and distance of South 00 degree 42 minutes 22 seconds West, 436.83 feet; thence continue on said west line, South 00 degrees 23 minutes 01 second East, 5115.13 feet to the south line of said Section 6; thence on last said line, South 89 degrees 28 minutes 50 seconds West, 1285.86 feet to the west line of the East 1/2 of the East 1/2 of said Section 6; thence on last said line, North 00 degrees 23 minutes 40 seconds West, 2228.83 feet; thence North 75 degrees 23 minutes 40 seconds West, 700.00 feet; thence North 58 degrees 31 minutes 48 seconds West, 1725.03 feet; thence North 74 degrees 08 minutes 00 seconds West, 1890.87 feet to the west line of said Section 6; thence on last said line, North 01 degree 02 minutes 42 seconds West, 1430.62 feet to the point of beginning.

Less and Except those lands described in Official Records Book 4327, page 193 of said public records.

Less and Except those lands described in Official Records Book 3729, page 53 of said public records.

Being 2,404 acres, more or less, in area.

Legal Description – PCI East Property

Tract "A" Willow Springs Phase 2, Clay County , Florida according to plat thereof recorded in Plat Book 66 pages 11 through 25 of the public records of said county.

EXHIBIT B

RIGHT OF WAY
LEGAL DESCRIPTION
For fee and easements, by type.

Property - Fee Simple ROW Legal Description

LEGAL DESCRIPTION OF PARCEL 101:

A PORTION OF PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, AND SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST; THENCE SOUTH 00°23'50" EAST, ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 2,438.26 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,225.00 AND THE **POINT OF BEGINNING**; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 AND ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 01°30'35", AN ARC DISTANCE OF 58.63 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°17'02" EAST, 58.63 FEET TO **POINT A**; THENCE CONTINUE ALONG CURVE THROUGH AN ANGLE OF 02°18'00", AN ARC DISTANCE OF 89.31 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°22'45" EAST, 89.31 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 1,530.24 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 3°40'27", AN ARC DISTANCE OF 152.30 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 61°03'59" EAST, 152.28 FEET TO A NON-TANGENT LINE; THENCE NORTH 19°24'41" EAST A DISTANCE OF 38.20 FEET; THENCE NORTH 65°33'27" EAST A DISTANCE OF 166.99 FEET; THENCE SOUTH 68°19'36" EAST A DISTANCE OF 38.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 15°26'02", AN ARC DISTANCE OF 639.76 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 75°55'43" EAST, 673.83 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°13'32" EAST A DISTANCE OF 137.49 FEET; THENCE SOUTH 89°46'28" EAST A DISTANCE OF 88.00 FEET TO **POINT B**; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 129.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 22°14'08", AN ARC DISTANCE OF 921.69 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83°06'14" EAST, 915.92 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 1,018.83 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 44.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 50.00 FEET TO **POINT C**; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 15.72 FEET; THENCE SOUTH 27°21'22" EAST A DISTANCE OF 40.92 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 857.99 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 57.89 FEET; THENCE SOUTH 71°57'54" EAST A DISTANCE OF 74.33 FEET TO **POINT D**; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 57.80 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,007.99 FEET; THENCE THROUGH AN ANGLE OF 36°00'46", AN ARC DISTANCE OF 1,262.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89°32'56" EAST, 1,241.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE T0 THE SOUTH, HAVING A RADIUS OF 2,158.00 FEET; THENCE THROUGH AN ANGLE OF 13°41'49", AN ARC DISTANCE OF 515.89 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°23'28" EAST, 514.66 FEET TO A NON-TANGENT LINE; THENCE NORTH 06°40'52" EAST A DISTANCE OF 169.87 FEET; THENCE NORTH 57°00'00" EAST A DISTANCE OF 201.56 FEET; THENCE SOUTH 84°20'27" EAST A DISTANCE OF 149.27 FEET; THENCE SOUTH 33°38'55" EAST A DISTANCE OF 122.96 FEET; THENCE SOUTH 05°39'33" WEST A DISTANCE OF 65.31 FEET; THENCE SOUTH 69°50'31" EAST A DISTANCE OF 165.62 FEET; THENCE SOUTH 05°39'33" WEST A DISTANCE OF 53.99 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,168.00 FEET; THENCE THROUGH AN ANGLE OF 18°21'10", AN ARC DISTANCE OF 694.45 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 70°59'41" EAST, 691.48 FEET TO A NON-TANGENT LINE; THENCE SOUTH 28°10'55" WEST A DISTANCE OF 26.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,143.00 FEET; THENCE THROUGH AN ANGLE OF 6°57'40", AN ARC DISTANCE OF 260.36 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58°20'15" EAST, 260.20 FEET TO **POINT E**; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2,143.00 FEET, THROUGH AN ANGLE OF 6°54'48", AN ARC DISTANCE OF 258.58 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'01" EAST, 258.42 FEET; THENCE SOUTH 47°56'37" EAST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,023.00 FEET; THENCE THROUGH AN ANGLE OF 16°54'12", AN ARC DISTANCE OF 596.82 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 56°23'43" EAST, 594.66 FEET TO A NON-TANGENT LINE; THENCE NORTH 26°03'34" EAST A DISTANCE OF 58.40 FEET; THENCE SOUTH 64°01'56" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 26°03'34" WEST A DISTANCE OF 57.07 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,023.00 FEET; THENCE THROUGH AN ANGLE OF 25°04'37", AN ARC DISTANCE OF 885.42 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°48'08" EAST, 878.37 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 403.70 FEET TO WESTERLY EXISTING RIGHT OF WAY OF COUTY ROAD 315 (A 80 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRASPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTACE OF 125.19 FEET TO **POINT F**; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 396.88 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,148.00 FEET; THENCE THROUGH AN ANGLE OF 26°29'04", AN ARC DISTANCE OF 992.89 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°05'54" WEST, 984.08 FEET TO A NON-TANGENT LINE; THENCE SOUTH 26°00'29" WEST A DISTANCE OF 58.10 FEET; THENCE NORTH 64°05'01" WEST A DISTANCE OF 50.00 FEET TO **POINT G**; THENCE NORTH 26°00'29" EAST A DISTANCE OF 58.01 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NOTHEAST, HAVING A RADIUS OF 2,148.00 FEET; THENCE THROUGH AN ANGLE OF 15°34'44", AN ARC DISTANCE OF 584.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°43'59" WEST, 582.25 FEET; THENCE NORTH 47°56'37" WEST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,018.00 FEET; THENCE THROUGH AN ANGLE OF 13°52'28", AN ARC DISTANCE OF 488.67 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°52'51" WEST, 487.48 FEET TO A NON-TANGENT LINE; THENCE SOUTH 28°10'55" WEST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,998.00 FEET; THENCE THROUGH AN ANGLE OF 24°45'20", AN ARC DISTANCE OF 863.27 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87°11'46" WEST, 856.57 FEET TO A NON-TRANGENT LINE; THENCE NORTH 03°25'34" EAST A DISTANCE OF 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,003.00 FEET; THENCE THROUGH AN ANGLE OF 21°53'01", AN ARC DISTANCE OF 765.03 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 82°29'04" WEST, 760.39 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,162.99 FEET; THENCE THROUGH AN ANGLE OF 13°20'41", AN ARC DISTANCE OF 503.79 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°12'54" WEST, 502.65 FEET TO A NON-TANGENT LINE; THENCE SOUTH 04°34'58" EAST A DISTANCE OF 25.95 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2188.99 FEET; THENCE THROUGH AN ANGLE OF 01°02'49", AN ARC DISTANCE OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°25'02" WEST, 40.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 04°34'58" WEST A DISTANCE OF 25.95 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 03°38'30", AN ARC DISTANCE OF 137.48 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°46'04" WEST, 137.46 FEET TO **POINT H**; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 16°05'16", AN ARC DISTANCE OF 607.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82°22'03" WEST, 605.34 FEET TO A NON-TANGENT LINE; THENCE SOUTH 15°40'35" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 73°21'50" WEST A DISTANCE OF 74.13 FEET; THENCE NORTH 17°35'45" EAST A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,162.99 FEET; THENCE THROUGH AN ANGLE OF 00°25'04", AN ARC DISTANCE OF 15.77 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°11'43" WEST, 15.77 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 733.04 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 62.49 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 15.72 FEET; THENCE NORTH 27°21'22" WEST A DISTANCE OF 66.58 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 26.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 26.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 315.71 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2207.34 FEET; THENCE THROUGH AN ANGLE OF 22°40'39", AN ARC DISTANCE OF 873.65 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°15'35" WEST, 867.96 FEET TO A NON-TANGENT LINE; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 111.07 FEET; THENCE NORTH 89°46'28" WEST A DISTANCE OF 88.00 FEET; THENCE NORTH 00°13'32" EAST A DISTANCE OF 101.97 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,220 FEET; THENCE THROUGH AN ANGLE OF 5°45'07", AN ARC DISTANCE OF 222.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°18'28" WEST, 222.78 FEET TO **POINT I**; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2220.00 FEET, THROUGH AN ANGLE OF 09°09'50", AN ARC DISTANCE OF 355.06 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°50'59" WEST, 354.68 FEET TO A NON-TANGENT LINE; THENCE SOUTH 21°45'05" WEST A DISTANCE OF 34.61 FEET; THENCE SOUTH 24°26'33" EAST A DISTANCE OF 49.52 FEET; THENCE SOUTH 84°36'44" WEST A DISTANCE OF 33.58 FEET; THENCE SOUTH 65°33'27" WEST A DISTANCE OF 128.26 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 43.56 FEET; THENCE NORTH 70°36'15" WEST A DISTANCE OF 27.71 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,220 FEET; THENCE THROUGH AN ANGLE OF 03°44'49", AN ARC DISTANCE OF 145.18 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°06'10" WEST, 145.16 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 40.00 FEET TO **POINT J**; THENCE CONTINUE SOUTH 59°13'45" WEST A DISTANCE OF 1490.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,380.00 FEET; THENCE THROUGH AN ANGLE OF 05°40'46", AN ARC DISTANCE OF 235.92 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°04'08" WEST, 235.82 FEET TO A NON-TANGENT LINE BEING THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 35.16 FEET TO A FOUND 5" X 5" CONCRETE MONUMENT BEING THE WEST ¼ CORNER OF SAID SECTION 36; THENCE NORTH 00°23'50" WEST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 137.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 42.53 ACRES, MORE OR LESS.

Property - Conveyance and Outfall Easements and Pond Easements Legal Description

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 803

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT A** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 28°35'59" WEST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2198.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'05" AN ARC DISTANCE OF 88.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°22'48" EAST, 88.28 FEET; THENCE NORTH 59°13'45" EAST 740.27 FEET; THENCE SOUTH 30°46'15" EAST A DISTANCE OF 27.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 740.27 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2225.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'00" AN ARC DISTANCE OF 89.31 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60°22'45" WEST, 89.21 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.51 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 804

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT B** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 89°46'28" EAST A DISTANCE OF 22.40 FEET; THENCE SOUTH 55°55'05" EAST A DISTANCE OF 159.16 FEET; THENCE SOUTH 72°50'57" EAST A DISTANCE OF 21.28 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2402.00 FEET; THENCE THROUGH AN ANGLE OF 18°00'31" AN ARC DISTANCE OF 754.97 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°59'26" EAST, 751.87 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 929.62 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 89.19 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 44.46 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 1018.83 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2375.00 FEET; THENCE THROUGH AN ANGLE OF 22°14'08" AN ARC DISTANCE OF 921.69 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°06'14" WEST, 915.92 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°13'32" EAST A DISTANCE OF 129.00 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 805

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT C** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 71°59'11" EAST A DISTANCE OF 89.19 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 710.80 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 30.93 FEET; THENCE SOUTH 71°57'54" A DISTANCE OF 87.13 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 57.89 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 857.99 FEET; THENCE NORTH 27°21'22" WEST A DISTANCE OF 40.92 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 15.72 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.64 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 806

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT D** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 71°57'54" EAST A DISTANCE OF 86.64 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 28.17' TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1980.99; THENCE THROUGH AN ANGLE OF 33°29'56" AN ARC DISTANCE OF 1158.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88°17'31" EAST, 1141.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2185.00 FEET; THENCE THROUGH AN ANGLE OF 13°50'25" AN ARC DISTANCE OF 527.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°27'46" EAST, 526.52 FEET TO A NON-TANGENT LINE; THENCE SOUTH 06°40'52" WEST A DISTANCE OF 27.54 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2158.00 FEET; THENCE THROUGH AN ANGLE OF 13°41'49" AN ARC DISTANCE OF 515.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°23'28" WEST, 514.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2007.99 FEET; THENCE THROUGH AN ANGLE OF 36°00'46" AN ARC DISTANCE OF 1262.11 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 89°32'56" WEST, 1241.43 FEET TO A NON-TANGENT LINE; THENCE NORTH 18°02'06" EAST A DISTANCE OF 57.80 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 1.10 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 807

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT E** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 35° 48' 41" EAST A DISTANCE OF 341.75 FEET; THENCE NORTH 52°08'28" WEST A DISTANCE OF 160.43 FEET; THENCE NORTH 22°08'28" WEST A DISTANCE OF 231.72 FEET; THENCE NORTH 67°51'32" EAST A DISTANCE OF 268.93 FEET; THENCE NORTH 19°47'30 "EAST A DISTANCE OF 22.86 FEET; THENCE SOUTH 70°12'30" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 19°47'30" WEST A DISTANCE OF 33.19 FEET; THENCE SOUTH 22°08'28" EAST A DISTANCE OF 411.30 FEET; THENCE SOUTH 67°51'32" WEST A DISTANCE OF 171.82 FEET; THENCE NORTH 52°08'28" WEST A DISTANCE OF 44.35 FEET; THENCE SOUTH 35°48'41" WEST A DISTANCE OF 339.96 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,143.00 FEET; THENCE THROUGH AN ANGLE OF 1°20'13", AN ARC DISTANCE OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°11'19" WEST, 50.00 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE AND POND EASEMENT CONTAINING 3.19 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 808

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT F** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTACE OF 26.04 FEET; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 395.46 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 24°10'34", AN ARC DISTANCE OF 917.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°15'09" WEST, 910.54 FEET TO A NON-TANGENT LINE; THENCE SOUTH 22°50'08" WEST A DISTANCE OF 32.10 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2206.10 FEET; THENCE THROUGH AN ANGLE OF 02°18'30", AN ARC DISTANCE OF 88.87 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°00'37" WEST, 88.87 FEET TO A NON-TANGENT LINE; THENCE NORTH 26°00'29" EAST A DISTANCE OF 58.10 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 26°29'04", AN ARC DISTANCE OF 992.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°05'54" EAST, 984.08 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 396.88 FEET TO THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 AND THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.90 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 809

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT G** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 2206.01 THROUGH AN ANGLE OF 02°18'58", AN ARC DISTANCE OF 89.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°21'52" WEST, 89.16 FEET TO A NON-TANGENT LINE; THENCE NORTH 28°47'37" EAST A DISTANCE OF 32.01 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 10°16'51", AN ARC DISTANCE OF 390.09 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 56°03'58" WEST, 389.56 FEET TO A NON-TANGENT LINE; THENCE NORTH 38°55'49" EAST A DISTANCE OF 25.89 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 12°35'10", AN ARC DISTANCE OF 471.85 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57°13'46" EAST, 470.90 FEET TO A NON-TANGENT LINE; THENCE SOUTH 26°00'29" WEST A DISTANCE OF 58.01 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.35 ACRES, MORE OR LESS.

Property - Conveyance and Outfall Easements and Pond Easements Legal Description

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 810

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT H** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 00°00'00" A DISTANCE OF 185.63 FEET; THENCE SOUTH 10°08'52" WEST A DISTANCE OF 150.70 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 96.81 FEET; THENCE SOUTH 12°26'45" WEST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 12°26'45" EAST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 44.28 FEET; THENCE NORTH 32°09'04" WEST A DISTANCE OF 205.07 FEET; THENCE NORTH 00°00'00" A DISTANCE OF 140.97 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 08°33'52", AN ARC DISTANCE OF 323.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 86°07'45" EAST, 323.02 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE AND POND EASEMENT CONTAINING 2.15 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 811

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT I** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 27°36'38" EAST A DISTANCE OF 341.21 FEET; THENCE SOUTH 78°18'33" WEST A DISTANCE 410.78 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 223.29 FEET; THENCE NORTH 84°36'44" EAST A DISTANCE OF 5.29 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 49.52; THENCE NORTH 21°45'05" EAST A DISTANCE OF 34.61 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2220.00; THENCE THROUGH AN ANGLE OF 09°09'50", AN ARC DISTANCE OF 355.06 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°50'59" EAST, 354.68 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE AND POND EASEMENT CONTAINING 2.88 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 812

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT J** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 30°46'15" EAST A DISTANCE OF 27.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 1490.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00; THENCE THROUGH AN ANGLE OF 05°59'26", AN ARC DISTANCE OF 251.67 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°13'28" WEST, 251.55 FEET TO A NON-TANGENT LINE AND THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 29.96 FEET TO A NON-TANGENT CURVE CONCAVE OF THE NORTHWEST, HAVING A RADIUS OF 2380.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 05°40'46", AN ARC DISTANCE OF 235.92 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°04'08" EAST, 235.82 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 1490.24 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 1.07 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

Property - Temporary Construction Easements

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENTS IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, AND SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 705

BEGIN AT **POINT A** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2225.00 FEET; THROUGH AN ANGLE OF 01°30'35", AN ARC DISTANCE OF 58.63 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°17'02" WEST, 58.63 FEET TO THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°23'50" WEST ALONG THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 22.39 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2205.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 00°59'19", AN ARC DISTANCE OF 38.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°17'04" EAST, 38.04 FEET TO A NON-TANGENT LINE; THENCE NORTH 28°35'59" WEST A DISTANCE OF 16.98 FEET; THENCE NORTH 61°31'50" EAST A DISTANCE OF 10.02 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2188.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'05", AN ARC DISTANCE OF 87.89 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°22'48" EAST, 87.88 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 750.27 FEET; THENCE SOUTH 30°46'15" EAST A DISTANCE OF 17.00 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 779.96 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2395.00; THENCE THROUGH AN ANGLE OF 04°10'35", AN ARC DISTANCE OF 174.57 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 61°19'02" EAST, 174.53 FEET TO A NON-TANGENT LINE; THENCE SOUTH 19°24'41" WEST A DISTANCE OF 28.93 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2375.00 FEET; THENCE THROUGH AN ANGLE OF 03°40'27", AN ARC DISTANCE OF 152.30 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°03'59" WEST, 152.28 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 789.96 FEET; THENCE NORTH 30°46'15" WEST A DISTANCE OF 27.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 740.27 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2198.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'05", AN ARC DISTANCE OF 88.29 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60°22'48" WEST, 88.28 FEET TO A NON-TANGENT LINE; THENCE SOUTH 28°35'59" EAST A DISTANCE OF 27.00 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.66 ACRES, MORE OR LESS.

PARCEL 706

COMMENCE AT **POINT B** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 89°46'28" WEST A DISTANCE OF 88.00 FEET; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 107.30 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°13'32" WEST A DISTANCE OF 30.20 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2375.00 FEET; THENCE THROUGH AN ANGLE OF 13°36'14", AN ARC DISTANCE OF 563.90 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 76°50'37" WEST, 562.58 FEET TO A NON-TANGENT LINE; THENCE NORTH 19°57'30" WEST A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2425.00 FEET; THENCE THROUGH AN ANGLE OF 03°59'09", AN ARC DISTANCE OF 168.70 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°02'04" EAST, 168.66 FEET TO A NON-TANGENT LINE; THENCE SOUTH 15°58'21" EAST A DISTANCE OF 30.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2395.00 FEET; THENCE THROUGH AN ANGLE OF 07°28'24", AN ARC DISTANCE OF 312.39 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77°45'51" EAST, 312.17 FEET TO A NON-TANGENT LINE; THENCE NORTH 08°29'57" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2405.00 FEET; THENCE THROUGH AN ANGLE OF 02°13'38", AN ARC DISTANCE OF 93.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82°36'52" EAST, 93.48 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.40 ACRES, MORE OR LESS.

PARCEL 707

BEGIN AT **POINT B** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 00°13'32" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°46'28" EAST A DISTANCE OF 25.44 FEET; THENCE SOUTH 55°55'05" EAST A DISTANCE OF 160.71 FEET; THENCE SOUTH 72°50'57" EAST A DISTANCE OF 18.29 FEET; THENCE SOUTH 89°52'10" EAST A DISTANCE OF 7.51; THENCE NORTH 00°13'11" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2422.00 FEET; THENCE THROUGH AN ANGLE OF 07°28'24", AN ARC DISTANCE OF 315.91 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 86°02'37" EAST, 315.69 FEET TO A NON-TANGENT LINE; THENCE SOUTH 07°41'35" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2412.00 FEET; THENCE THROUGH AN ANGLE OF 10°19'14", AN ARC DISTANCE OF 434.47 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 77°08'48" EAST, 433.88 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 919.24; THENCE NORTH 18°00'49" EAST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 248.39 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 267.68 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 423.12 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 20.93 FEET; THENCE SOUTH 71°57'54" EAST A DISTANCE OF 268.10 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 27.60 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1970.99 FEET; THENCE THROUGH AN ANGLE OF 33°11'34", AN ARC DISTANCE OF 1141.84 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88°08'20" EAST, 1125.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2195.00 FEET; THENCE THROUGH AN ANGLE OF 13°53'33", AN ARC DISTANCE OF 532.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°29'19" EAST, 530.92 FEET TO A NON-TANGENT LINE; THENCE SOUTH 06°40'52" WEST A DISTANCE OF 10.20 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2185.00 FEET; THENCE THROUGH AN ANGLE OF 13°50'25", AN ARC DISTANCE OF 527.81 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°27'46" WEST, 526.52 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1980.99 FEET; THENCE THROUGH AN ANGLE OF 33°29'56", AN ARC DISTANCE OF 1158.22 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 88°17'31" WEST, 1141.80 FEET TO A NON-TANGENT LINE; THENCE NORTH 18°02'06" EAST A DISTANCE OF 28.17 FEET; THENCE NORTH 71°57'54" WEST A DISTANCE OF 248.10 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 30.93 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 710.80 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 17.46 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 228.39 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 17.46 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 929.64 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2402.00 FEET; THENCE THROUGH AN ANGLE OF 18°0'29", AN ARC DISTANCE OF 754.95 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 80°59'26" WEST, 751.85 FEET TO A NON-TANGENT LINE; THENCE NORTH 72°50'57" WEST A DISTANCE OF 21.28 FEET; THENCE NORTH 55°55'05" WEST A DISTANCE OF 159.16 FEET; THENCE NORTH 89°46'28" WEST A DISTANCE OF 22.40 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 1.28 ACRES, MORE OR LESS.

PARCEL 708

BEGIN AT **POINT E** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2143.00 FEET, THROUGH AN ANGLE OF 04°12'38", AN ARC DISTANCE OF 157.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 56°57'44" WEST, 157.45 FEET TO A NON-TANGENT LINE; THENCE NORTH 30°55'57" EAST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2163.00 FEET; THENCE THROUGH AN ANGLE OF 04°13'00", AN ARC DISTANCE OF 159.19 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 56°57'33" EAST, 159.15 FEET TO A NON-TANGENT LINE; THENCE SOUTH 35°48'41" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.07 ACRES (3,167 SQUARE FEET), MORE OR LESS.

Property - Temporary Construction Easements (cont.)

PARCEL 709

COMMENCE AT **POINT E** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2143.00 FEET, THENCE THROUGH AN ANGLE OF 01°20'13", AN ARC DISTANCE OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°11'19" EAST, 50.00 FEET TO A NON-TANGENT LINE AND THE **POINT OF BEGINNING**; THENCE NORTH 35°48'41" EAST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2163.00 FEET; THENCE THROUGH AN ANGLE OF 05°34'58", AN ARC DISTANCE OF 210.76 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 50°44'06" EAST, 210.67 FEET; THENCE SOUTH 47°56'37" EAST A DISTANCE OF 95.59 FEET; THENCE SOUTH 42°03'23" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 47°56'37" EAST A DISTANCE OF 36.35 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2013.00 FEET; THENCE THROUGH AN ANGLE OF 12°45'12", AN ARC DISTANCE OF 448.07 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°19'13" EAST, 447.14 FEET TO A NON-TANGENT LINE; THENCE NORTH 29°18'11" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2003.00 FEET; THENCE THROUGH AN ANGLE OF 04°09'33", AN ARC DISTANCE OF 145.40 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°46'35" EAST, 145.36 FEET TO A NON-TANGENT LINE; THENCE SOUTH 26°03'34" WEST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2023.00 FEET; THENCE THROUGH AN ANGLE OF 16°54'12", AN ARC DISTANCE OF 596.82 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 56°23'43" EAST, 594.66 FEET; THENCE NORTH 47°56'37" WEST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2143.00 FEET; THENCE THROUGH AN ANGLE OF 05°34'36", AN ARC DISTANCE OF 208.58 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 50°43'55" WEST, 208.50 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.32 ACRES, MORE OR LESS.

PARCEL 710

COMMENCE AT **POINT F** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 01°47'05" EAST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF COUTY ROAD 315 (A 80 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRASPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601) A DISTANCE OF 125.19 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 403.70 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2023.00 FEET; THENCE THROUGH AN ANGLE OF 25°04'37", AN ARC DISTANCE OF 885.42 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°48'08" WEST, 878.37 FEET TO A NON-TANGENT LINE; THENCE NORTH 26°03'34" EAST A DISTANCE OF 20.02 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2003.00 FEET; THENCE THROUGH AN ANGLE OF 10°54'50", AN ARC DISTANCE OF 381.54 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 71°44'38" EAST, 380.96 FEET TO A NON-TANGENT LINE; THENCE SOUTH 12°47'57" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2013.00 FEET; THENCE THROUGH AN ANGLE OF 14°08'23", AN ARC DISTANCE OF 496.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 84°16'14" EAST, 495.52 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 235.94 FEET; THENCE NORTH 01°20'26" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 168.85 FEET TO THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315; THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTANCE OF 20.03 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.42 ACRES, MORE OR LESS.

PARCEL 711

COMMENCE AT **POINT F** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF COUTY ROAD 315 (A 80 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRASPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601) A DISTANCE OF 26.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTANCE OF 10.01 FEET; THENCE SOUTH 88°39'34" WEST A DISTANCE OF 394.91 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2184.00 FEET; THENCE THROUGH AN ANGLE OF 23°54'50", AN ARC DISTANCE OF 911.55 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°23'01" WEST, 904.95 FEET TO A NON-TANGENT LINE; THENCE SOUTH 22°50'08" WEST A DISTANCE OF 42.12 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2226.10 FEET; THENCE THROUGH AN ANGLE OF 02°33'56", AN ARC DISTANCE OF 99.68 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°08'20" WEST, 99.67 FEET; THENCE NORTH 64°05'30" WEST A DISTANCE OF 51.11 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2226.01 FEET; THENCE THROUGH AN ANGLE OF 02°18'58", AN ARC DISTANCE OF 89.98 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°21'52" WEST, 89.97 FEET; THENCE NORTH 61°12'23" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 28°47'37" EAST A DISTANCE OF 42.03 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2184.00 FEET; THENCE THROUGH AN ANGLE OF 10°01'06", AN ARC DISTANCE OF 381.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°56'06" WEST, 381.39 FEET TO A NON-TANGENT LINE; THENCE NORTH 50°55'32" WEST A DISTANCE OF 9.97 FEET; THENCE NORTH 38°55'49" EAST A DISTANCE OF 15.91 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2168.00 FEET; THENCE THROUGH AN ANGLE OF 02°43'47", AN ARC DISTANCE OF 103.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°18'30" WEST, 103.28 FEET TO A NON-TANGENT LINE; THENCE NORTH 47°56'37" WEST A DISTANCE OF 36.35 FEET; THENCE NORTH 42°03'23" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 47°56'37" WEST A DISTANCE OF 95.59 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2008.00 FEET; THENCE THROUGH AN ANGLE OF 13°52'28", AN ARC DISTANCE OF 486.25 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°52'51" WEST, 485.06 FEET TO A NON-TANGENT LINE; THENCE NORTH 28°10'55" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2018.00 FEET; THENCE THROUGH AN ANGLE OF 13°52'28", AN ARC DISTANCE OF 488.67 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°52'51" EAST, 487.48 FEET; THENCE SOUTH 47°56'37" EAST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 02°59'34", AN ARC DISTANCE OF 112.20 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 49°26'24" EAST, 112.18 FEET TO A NON-TANGENT LINE; THENCE SOUTH 38°55'49" WEST A DISTANCE OF 25.89 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 10°16'51", AN ARC DISTANCE OF 390.09 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 56°03'58" EAST, 389.56 FEET TO A NON-TANGENT LINE; THENCE SOUTH 28°47'37" WEST A DISTANCE OF 32.01 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2206.01 FEET; THENCE THROUGH AN ANGLE OF 02°18'58", AN ARC DISTANCE OF 89.17 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°21'52" EAST, 89.16 FEET; THENCE SOUTH 64°05'01" EAST A DISTANCE OF 50.00 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2206.10 FEET; THENCE THROUGH AN ANGLE OF 02°18'30", AN ARC DISTANCE OF 88.87 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 66°00'37" EAST, 88.87 FEET TO A NON-TANGENT LINE; THENCE NORTH 22°50'08" EAST A DISTANCE OF 32.10 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 24°10'34", AN ARC DISTANCE OF 917.33 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°15'09" EAST, 910.54 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 395.46 FEET TO THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 AND THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.72 ACRES, MORE OR LESS.

PARCEL 712

COMMENCE AT **POINT H** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 03°38'30", AN ARC DISTANCE OF 137.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87°46'04" EAST, 137.46 FEET TO A NON-TANGENT LINE; THENCE SOUTH 04°34'58" EAST A DISTANCE OF 25.95 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2188.99 FEET; THENCE THROUGH AN ANGLE OF 01°02'49", AN ARC DISTANCE OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 85°25'02" EAST, 40.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 04°34'58" WEST A DISTANCE OF 15.95 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 04°34'58" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 13°20'41", AN ARC DISTANCE OF 503.79 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°12'54" EAST, 502.65 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2003.00 FEET; THENCE THROUGH AN ANGLE OF 20°30'30", AN ARC DISTANCE OF 716.95 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 81°47'48" EAST, 713.13 FEET TO A NON-TANGENT LINE; THENCE SOUTH 02°03'03" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1993.00 FEET; THENCE THROUGH AN ANGLE OF 04°07'33", AN ARC DISTANCE OF 143.52 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 89°59'16" WEST, 143.49 FEET TO A NON-TANGENT LINE; THENCE SOUTH 02°04'30" EAST A DISTANCE OF 30.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1963.00 FEET; THENCE THROUGH AN ANGLE OF 15°07'43, AN ARC DISTANCE OF 518.31 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°21'38" WEST, 516.81 FEET TO A NON-TANGENT LINE; THENCE NORTH 17°12'13" WEST A DISTANCE OF 30.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1993.00 FEET; THENCE THROUGH AN ANGLE OF 01°15'14", AN ARC DISTANCE OF 43.62 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°10'10" WEST, 43.62 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2172.99 FEET; THENCE THROUGH AN ANGLE OF 13°20'50", AN ARC DISTANCE OF 506.21 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°12'58" WEST, 505.06 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.64 ACRES, MORE OR LESS.

Temporary Construction Easements for Property (cont.)

PARCEL 713

BEGIN AT **POINT H** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 03°38'30", AN ARC DISTANCE OF 137.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87°46'04" EAST, 137.46 FEET TO A NON-TANGENT LINE; THENCE SOUTH 04°34'58" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2172.99 FEET; THENCE THROUGH AN ANGLE OF 03°38'46", AN ARC DISTANCE OF 138.28 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°46'03", 138.26 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°00'00" A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.03 ACRES (1,379 SQUARE FEET), MORE OR LESS.

PARCEL 714

COMMENCE AT **POINT H** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 08°33'52", AN ARC DISTANCE OF 323.32 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 86°07'45", 323.02 FEET TO A NON-TANGENT LINE AND THE **POINT OF BEGINNING**; THENCE SOUTH 00°00'00" A DISTANCE OF 50.50 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2212.99 FEET; THENCE THROUGH AN ANGLE OF 07°42'31", AN ARC DISTANCE OF 297.74 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°10'40" WEST, 297.52 FEET TO A NON-TANGENT LINE; THENCE NORTH 15°40'35" EAST A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 07°31'24", AN ARC DISTANCE OF 284.01 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°05'06" EAST, 283.81 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.33 ACRES, MORE OR LESS.

PARCEL 715

COMMENCE AT **POINT H** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 16°05'16", AN ARC DISTANCE OF 607.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82°22'03" WEST, 605.34 FEET TO A NON-TANGENT LINE; THENCE SOUTH 15°40'35" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 73°21'50" WEST A DISTANCE OF 74.13 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2212.99 FEET AND THE **POINT OF BEGINNING**; THENCE THROUGH AN ANGLE OF 00°25'04", AN ARC DISTANCE OF 16.14 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°11'43" WEST, 16.14 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 78.50 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 654.53 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 733.04 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2163.00 FEET; THENCE THROUGH AN ANGLE OF 00°25'04", AN ARC DISTANCE OF 15.77 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°11'43" EAST, 15.77 FEET TO A NON-TANGENT LINE; THENCE SOUTH 17°35'45" WEST A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.71 ACRES, MORE OR LESS.

PARCEL 716

COMMENCE AT **POINT C** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 18°00'49" WEST A DISTANCE OF 199.46 FEET TO THE SOUTH LINE AS DESCRIBED IN PARCEL 101 AND THE **POINT OF BEGINNING**; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 114.96 FEET; THENCE SOUTH 27°21'22" EAST A DISTANCE OF 56.94 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 288.61 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 580.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 713.12 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.38 ACRES, MORE OR LESS.

PARCEL 717

COMMENCE AT **POINT B** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 00°13'32" WEST A DISTANCE OF 284.50 FEET TO THE SOUTH LINE AS DESCRIBED IN PARCEL 101 AND THE **POINT OF BEGINNING**; THENCE ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2207.34 FEET THROUGH AN ANGLE OF 22°40'39", AN ARC DISTANCE OF 873.65 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83°15'35" EAST, 867.96 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 315.71 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 315.71 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2210.00 FEET; THENCE THROUGH AN ANGLE OF 06°35'02", AN ARC DISTANCE OF 253.95 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 75°16'42" WEST, 253.81 FEET TO A NON-TANGENT LINE; THENCE SOUTH 11°25'47" WEST A DISTANCE OF 40.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2170.00 FEET; THENCE THROUGH AN ANGLE OF 12°27'20", AN ARC DISTANCE OF 471.74 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84°47'53" WEST, 470.81 FEET TO A NON-TANGENT LINE; THENCE SOUTH 01°01'53" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2160.00 FEET; THENCE THROUGH AN ANGLE OF 03°38'22", AN ARC DISTANCE OF 137.20 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°09'16" WEST, 137.18 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°13'32" EAST A DISTANCE OF 60.21 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.87 ACRES, MORE OR LESS.

PARCEL 718

BEGIN AT **POINT I** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS 2220.00 FEET, THROUGH AN ANGLE OF 05°45'07", AN ARC DISTANCE OF 222.87 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 80°18'28" EAST, 222.78 FEET TO A NON-TANGENT LINE; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 50.39 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2170.00 FEET; THENCE THROUGH AN ANGLE OF 05°14'02", AN ARC DISTANCE OF 198.23 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°24'13" WEST, 198.16 FEET TO A NON-TANGENT LINE; THENCE NORTH 27°36'38" WEST A DISTANCE OF 51.82 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.24 ACRES (1,379 SQUARE FEET), MORE OR LESS.

PARCEL 719

BEGIN AT **POINT J** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 59°13'45" EAST A DISTANCE OF 40.00 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2220.00 FEET; THENCE THROUGH AN ANGLE OF 01°05'49", AN ARC DISTANCE OF 42.50 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 59°46'40" EAST, 42.50 FEET TO A NON-TANGENT LINE; THENCE SOUTH 29°40'26" EAST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2200.00 FEET; THENCE THROUGH AN ANGLE OF 01°05'49", AN ARC DISTANCE OF 42.12 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 59°46'40" WEST, 42.12 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 30°46'15" EAST A DISTANCE OF 17.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 1500.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2417.00 FEET; THENCE THROUGH AN ANGLE OF 04°22'39", AN ARC DISTANCE OF 184.62 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°25'05" WEST, 184.62 FEET TO A NON-TANGENT LINE; THENCE SOUTH 26°23'36" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2427.00 FEET; THENCE THROUGH AN ANGLE OF 01°50'18", AN ARC DISTANCE OF 77.87 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 64°31'34" WEST, 77.87 FEET TO THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 22.15 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 05°59'26", AN ARC DISTANCE OF 251.67 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°13'28" EAST, 251.55 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 1490.24 FEET; THENCE NORTH 30°46'15" WEST A DISTANCE OF 27.00 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.46 ACRES, MORE OR LESS.

PCI East Property - Fee Simple ROW

LEGAL DESCRIPTION OF PARCEL 102:

A PORTION OF PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD STAMPED "PRM LB 1704" AT THE INTERSECTION WITH NORTHWEST CORNER OF THE PLAT OF WILLOW SPRINGS PHASE 1 THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 56 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 (AN 80-FOOT RIGHT OF WAY PER STATE OF FLORIDA DEPARTMENT OF TRASNPORTATION RIGHT OF WAY MAPS, SECTION 71507-2601); THENCE NORTH 01° 47' 05" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 315, A DISTANCE OF 974.42 FEET TO THE NORTHWEST CORNER OF TRACT "B-2" OF THE PLAT OF WILLOW SPRINGS PHASE 2, AS RECORDED IN PLAT BOOK 66, PAGE 11 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE **POINT OF BEGINNING;** THENCE CONTINUE NORTH 01°47'05" EAST ALONG THE SAID EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315, A DISTANCE OF 137.26 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315, SOUTH 33°06'33" EAST A DISTANCE OF 8.70 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 365.79 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 895.00 FEET; THENCE THROUGH AN ANGLE OF 43°09'29", AN ARC DISTANCE OF 674.16 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67°04'50" EAST, 658.33 FEET TO A NON-TANGENT LINE; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 8.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 173.60 FEET TO **POINT A**; THENCE CONTINUE NORTH 45°30'05" EAST A DISTANCE OF 375.30 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 34.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 34.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 250.44 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,007.00 FEET; THENCE THROUGH AN ANGLE OF 7°44'52", AN ARC DISTANCE OF 136.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°25'15" EAST, 136.07 FEET TO A NON-TANGENT LINE; THENCE NORTH 06°43'58" EAST A DISTANCE OF 27.68 FEET; THENCE NORTH 38°56'48" WEST A DISTANCE OF 29.02 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 234.50 FEET; THENCE THROUGH AN ANGLE OF 32°37'04", AN ARC DISTANCE OF 133.50 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°15'20" WEST, 131.70 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315; THENCE NORTH 89°33'28" EAST ALONG SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315, A DISTANCE OF 746.39 FEET; THENCE DEPARTING THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315, SOUTH 00°26'32" EAST A DISTANCE OF 35.02 FEET TO **POINT B**; THENCE SOUTH 89°32'45" WEST A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 44°02'40", AN ARC DISTANCE OF 694.15 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°31'25" WEST, 677.19 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 115.47 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 45.03 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 45.03 FEET; THENCE S 45°30'05" WEST A DISTANCE OF 702.17 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET; THENCE THROUGH AN ANGLE OF 11°25'02", AN ARC DISTANCE OF 200.66 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°12'36" WEST, 200.33 FEET TO **POINT C**; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 1007.00 FEET, THROUGH AN ANGLE OF 19°33'37", AN ARC DISTANCE OF 343.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 66°41'56" WEST, 342.11 FEET TO A NON-TANGENT LINE; THENCE SOUTH 60°36'11" EAST A DISTANCE OF 24.42 FEET TO THE NORTHERN BOUNDARY LINE OF THE SAID PHASE 2 PLAT; THENCE SOUTH 81°10'10" WEST ALONG THE SAID NORTHERN BOUNDARY LINE OF THE PLAT A DISTANCE OF 113.15 FEET; THENCE SOUTH 88°39'34" WEST ALONG THE SAID NORTHERN BOUNDARY LINE A DISTANCE OF 363.74 FEET TO THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315 AND THE **POINT OF BEGINNING**.

CONTAINING 7.04 ACRES, MORE OR LESS.

PCI East Property - Conveyance and Outfall Easements and Pond Easements

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 813

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT A** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 44°29'55" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 176.50 FEET; THENCE NORTH 44°29'55" WEST A DISTANCE OF 226.17 FEET; THENCE NORTH 00°30'05" EAST DISTANCE OF 84.92 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 8.14 FEET; THENCE NORTH 44°29'55" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 125.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 45.47 FEET; THENCE SOUTH 89°29'55" EAST A DISTANCE OF 230.45 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 123.27 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 100.11 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING.**

DRAINAGE AND POND EASEMENT CONTAINING 2.04 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 814

A DRAINAGE EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT B** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 00°27'15" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°32'45" A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 883.00 FEET; THENCE THROUGH AN ANGLE OF 32°13'07", AN ARC DISTANCE OF 496.53 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°26'12" WEST, 490.01 FEET TO A NON-TANGENT LINE; THENCE NORTH 32°40'22" WEST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 32°13'07", AN ARC DISTANCE OF 507.77 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73°26'12" EAST, 501.11 FEET; THENCE NORTH 89°32'45" EAST A DISTANCE OF 28.69' TO THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.24 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 815

A DRAINAGE EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT C** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 32°47'48" EAST A DISTANCE OF 21.16 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1100.00 FEET; THENCE THROUGH AN ANGLE OF 17°45'01" AN ARC DISTANCE OF 340.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 68°48'06" WEST, 339.42 FEET TO A NON-TANGENT LINE; THENCE NORTH 60°36'11" WEST A DISTANCE OF 10.58 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET; THROUGH AN ANGLE OF 19°33'37", AN ARC DISTANCE OF 343.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°41'56" EAST, 342.11 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.11 ACRES, MORE OR LESS.

PCI East Property - Temporary Construction Easements

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENTS IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 720

BEGIN AT **POINT A** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 45°30'05" WEST A DISTANCE OF 173.68 FEET; THENCE NORTH 44°29'37" WEST A DISTANCE OF 8.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 895.00 FEET; THENCE THROUGH AN ANGLE OF 43°09'29", AN ARC DISTANCE OF 674.16 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°04'50" WEST, 658.33 FEET; THENCE SOUTH 88°39'34" WEST A DISTANCE OF 365.79 FEET; THENCE NORTH 33°06'33" WEST A DISTANCE OF 8.70 TO THE EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 (AN 80-FOOT RIGHT OF WAY PER STATE OF FLORIDA DEPARTMENT OF TRASNPORTATION RIGHT OF WAY MAPS, SECTION 71507-2601); THENCE NORTH 01°47'05" EAST ALONG THE SAID EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315, A DISTANCE OF 22.64 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315, NORTH 88°39'34" EAST A DISTANCE OF 369.14 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 865.00 FEET; THENCE THROUGH AN ANGLE OF 43°09'29", AN ARC DISTANCE OF 651.56 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67°04'50" EAST, 636.27 FEET TO A NON-TANGENT LINE; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 28.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 173.68 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.75 ACRES, MORE OR LESS.

PARCEL 721

COMMENCE AT **POINT A** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**, THENCE NORTH 44°29'55" WEST A DISTANCE OF 10.00 FEET, THENCE NORTH 45°30'05" EAST A DISTANCE OF 288.31 FEET; THENCE NORTH 44°29'55" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 37.02 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 325.30 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.08 ACRES (3,623 SQUARE FEET), MORE OR LESS.

PARCEL 722

COMMENCE AT **POINT A** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 45°30'05" EAST A DISTANCE OF 375.30 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 34.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 14.90 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 45°30'05" EAST A DISTANCE OF 62.98 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 187.44 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1017.00 FEET; THENCE THROUGH AN ANGLE OF 08°17'03", AN ARC DISTANCE OF 147.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°41'19" EAST, 146.92 FEET TO A NON-TANGENT LINE; THENCE SOUTH 07°00'05" EAST A DISTANCE OF 13.77 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1007.00 FEET; THENCE THROUGH AN ANGLE OF 07°44'52", AN ARC DISTANCE OF 136.17 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 49°25'15" WEST, 136.07 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 250.44 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.10 ACRES, MORE OR LESS.

PARCEL 723

COMMENCE AT **POINT B** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 89°32'45" WEST A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 32°13'07", AN ARC DISTANCE OF 507.77 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°26'12" WEST, 501.11 FEET TO A NON-TANGENT LINE AND THE **POINT OF BEGINNING**; THENCE SOUTH 32°40'22" EAST A DISTANCE OF 10.00 TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 893.00 FEET; THENCE THROUGH AN ANGLE OF 11°49'33", AN ARC DISTANCE OF 184.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'52" WEST, 183.99 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 115.49 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 115.47 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00; THENCE THROUGH AN ANGLE OF 11°49'33", AN ARC DISTANCE OF 186.38 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51°24'52" EAST, 186.05 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.07 ACRES (3,008 SQUARE FEET), MORE OR LESS.

PARCEL 724

BEGIN AT **POINT C** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET, THROUGH AN ANGLE OF 11°25'02", AN ARC DISTANCE OF 200.66 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51°12'36" EAST, 200.33 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 702.17 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 702.15 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1016.99 FEET; THENCE THROUGH AN ANGLE OF 01°08'24", AN ARC DISTANCE OF 20.23 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 46°04'17" WEST, 20.23 FEET TO A NON-TANGENT LINE; THENCE SOUTH 43°21'31" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1026.99 FEET; THENCE THROUGH AN ANGLE OF 10°16'59", AN ARC DISTANCE OF 184.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°46'58" WEST, 184.07 FEET TO A NON-TANGENT LINE; THENCE NORTH 32°47'48" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.25 ACRES, MORE OR LESS.

EXHIBIT C

MOBILITY FEE and APF CREDIT CALCULATION

Mobility Fee calculation for donation of Right of Way on the Properties

Fee Simple Right of Way

Property
40.19 acres
2.34 acres (Associated Stormwater Treatment Facility)

PCI East Property
7.04 acres

Conveyance and Outfall Easements

Property
6.08 acres

PCI East Property
0.35 acres

Pond Easements

Property
8.22 acres

PCI East Property
2.04 acres

Temporary Construction Easements

Property
7.53 acres

PCI East Property
1.25 acres

75.04 TOTAL ACRES

TOTAL MOBILITY FEE CREDIT AWARDED **$1,856,078**

Adequate Public Facilities Credit Calculation

Adequate Public Facilities Credit

8,265 linear feet of eligible APF Right of Way * 80' width = 15.17 acres

15.17 acres of the total Fee Simple Right of Way is eligible Adequate Public Facilities Right of Way.

Peters Creek Mobility Fee Credit Agreement 3.15.22 Final

Final Audit Report 2022-04-07

Created:	2022-03-29
By:	Alyssa Hamilton (alyssa.hamilton@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANAk1YIKpgJTqD-Giu5RaC18Wi7hUNzm1

"Peters Creek Mobility Fee Credit Agreement 3.15.22 Final" History

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Agreement completed.
2022-04-07 - 8:07:27 PM GMT

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EXHIBIT D
[Legal Description of Spring Park Right-of-Way]

EXHIBIT "A"

SEE SHEET 2 OF 2 FOR SKETCH

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF A PARCEL OF LAND BEING DESCRIBED IN OFFICIAL RECORDS BOOK 3729, PAGE 53 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; THENCE NORTH 89°36'59" EAST, ALONG THE PROJECTED NORTH LINE OF LAST SAID PARCEL, 20.01' TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°36'59" EAST, 15.00' TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 315, SAID POINT LYING IN A CURVE HAVING A RADIUS OF 11,499.16', BEING CONCAVE TO THE EAST; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 145.00', SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°09'08" EAST, 145.00'; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 19°39'29' WEST, 47.88' TO A POINT ON A CURVE HAVING A RADIUS OF 11,514.16', BEING CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 100.00', SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°02'17" WEST, 100.00' TO THE POINT OF BEGINNING.

NOTES:

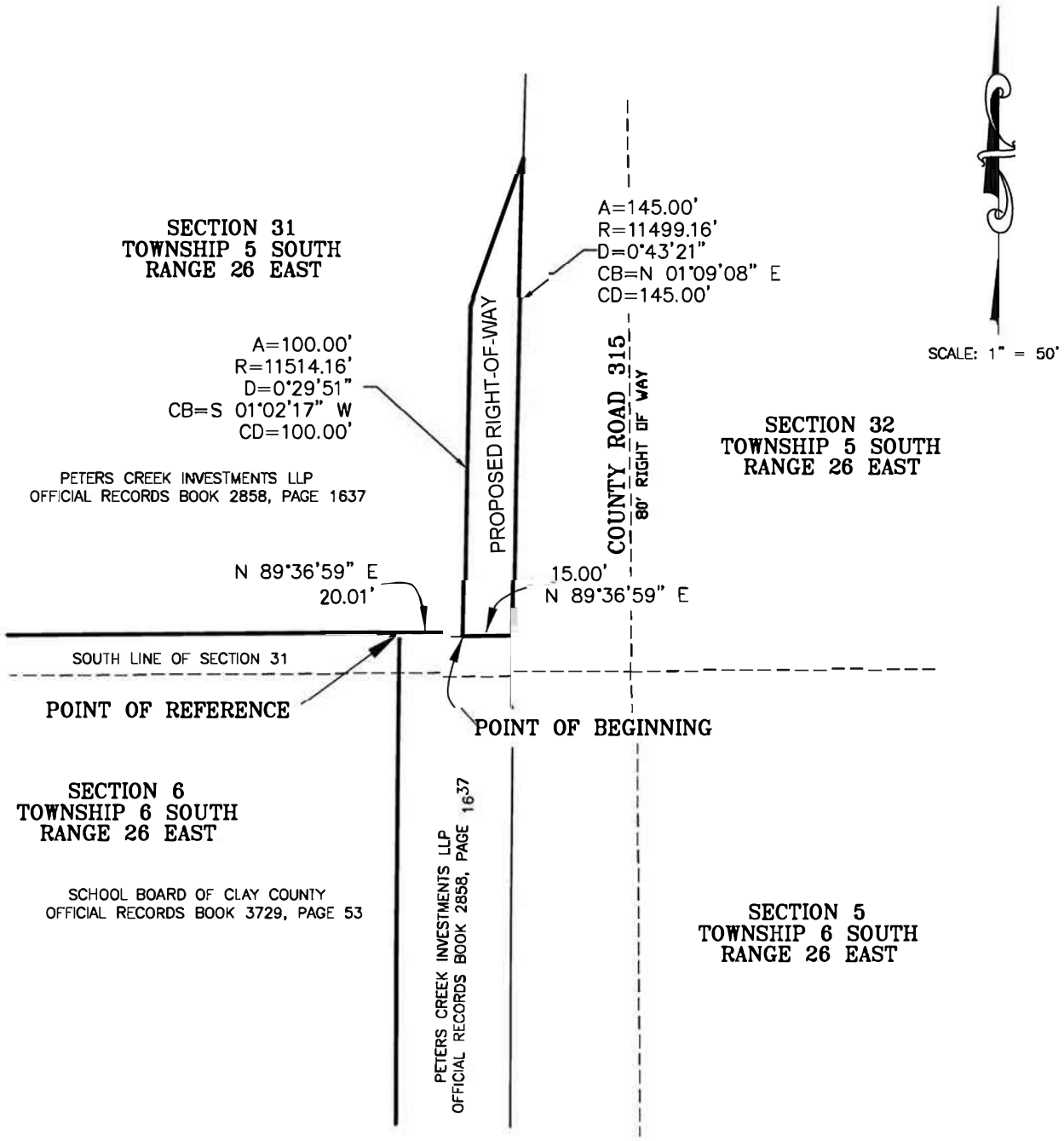
THIS IS A SKETCH TO SHOW PROPOSED RIGHT-OF-WAY.
NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.
THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION.
NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53

CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043

CR 315 NORTH RIGHT-OF-WAY

EXHIBIT "A"

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



NOTES:

THIS IS A SKETCH TO SHOW PROPOSED RIGHT-OF-WAY.
NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.
THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION.
NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53

CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043

CR 315 NORTH RIGHT-OF-WAY

EXHIBIT "B"

SEE SHEET 2 OF 2 FOR SKETCH

A PORTION OF LAND LYING IN SECTION 6, 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 A PARCEL OF LAND BEING DESCRIBED IN OFFICIAL RECORDS BOOK 3729, PAGE 53 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; THENCE NORTH 89°36'59" EAST, ALONG THE PROJECTED SOUTH LINE OF LAST SAID PARCEL, 35.00' TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 315; THENCE NORTH 00°23'01" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 132.00' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY, NORTH 00°23'01" WEST, 285.00'; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 89°36'59" WEST, 15.00'; THENCE SOUTH 00°23'01" EAST, 285.00'; THENCE NORTH 89°36'59" EAST, 15.00' TO THE POINT OF BEGINNING.

NOTES:

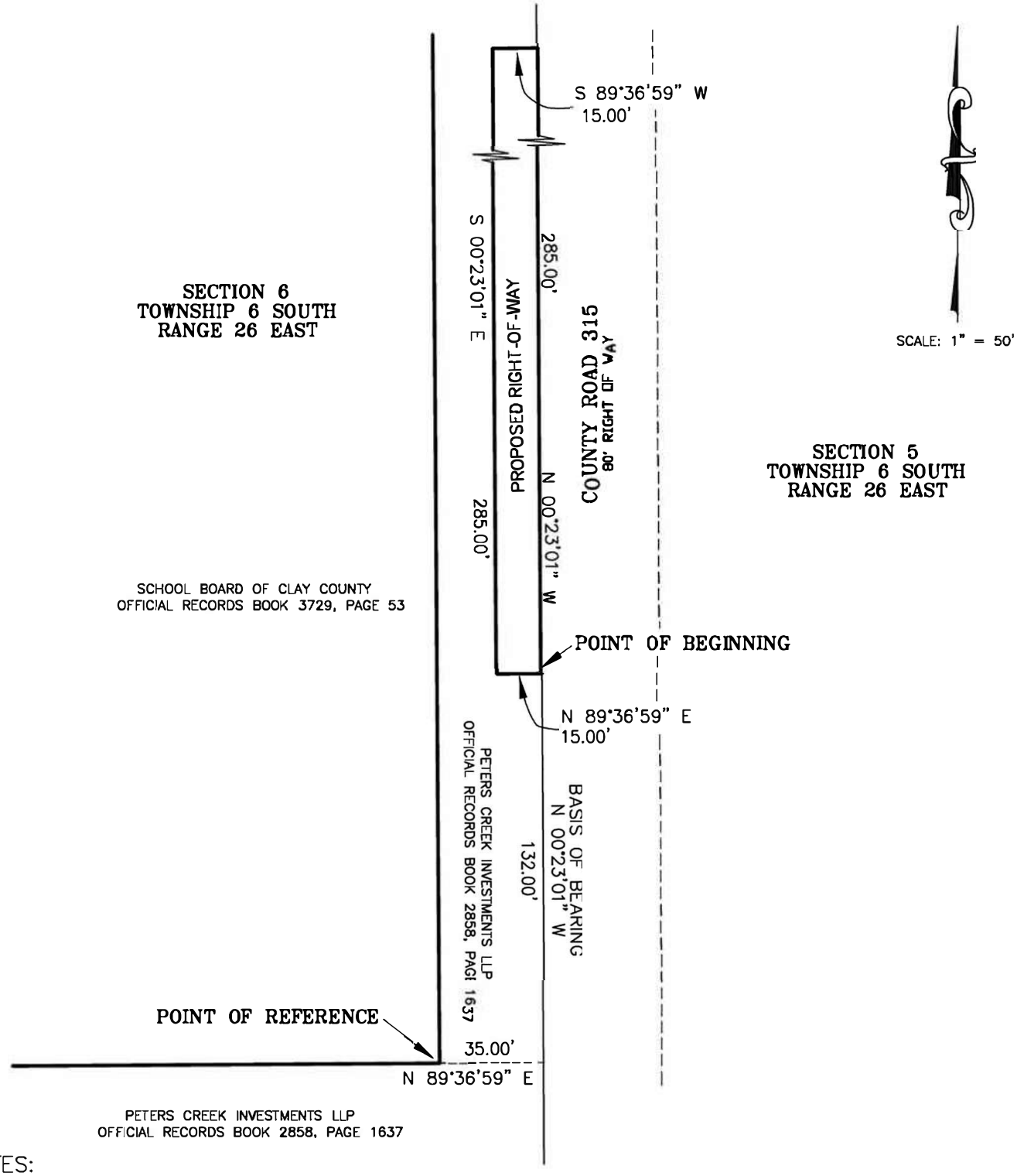
THIS IS A SKETCH TO SHOW PROPOSED RIGHT-OF-WAY.
NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.
THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION.
NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53

CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043

CR 315 SOUTH RIGHT-OF-WAY

EXHIBIT "B"

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



NOTES:

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CLAY COUNTY ENGINEERING DEPARTMENT CLAY COUNTY, FLORIDA 477 HOUSTON ST. GREEN COVE SPRINGS, FL 32043		CR 315 SOUTH RIGHT-OF-WAY

EXHIBIT E
[Additional Mobility Fee Credit Calculation for Spring Park Right-of-Way]

EXHIBIT E

ADDITIONAL MOBILITY FEE CREDIT CALCULATION

Additional Mobility Fee calculation for donation of Spring Park Right-of-Way

Fee Simple Right of Way

.14 acres x $44,724/acre = $6,275.00

TOTAL ADDITIONAL MOBILITY FEE CREDIT AWARDED $ 6,275.00

EXHIBIT F
[Warranty Deed for Spring Park Right-of-Way]

This instrument prepared by
or under the supervision of:

RECORD AND RETURN TO:
Clay County Attorney
Post Office Box 1366
Green Cove Springs, Florida 32043

[Reserved for Recording Department]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective as of the ____ day of _____, 20__, by **PETERS CREEK INVESTMENTS, LLP,** a Florida limited liability partnership, whose address is 1845 Town Center Boulevard, Suite 105, Fleming Island, Florida 32003, ("Grantor"), and **CLAY COUNTY,** a political subdivision of the State of Florida, whose mailing address is Post Office Box 1366, Green Cove Springs, Florida 32043, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situated in Clay County, Florida, more particularly described as follows:

See Legal Description attached hereto as Exhibits A & B

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges Grantee of and from all, and all manner of, causes of action, suits, claims, damages, and judgments, in law or in equity, arising out of or in any way connected with Grantor's conveyance of the Property to the Grantee and which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for, upon or by reason of any matter, cause or thing, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

In Witness Whereof, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence as Witnesses:

_____

_____
Print Name

_____

_____
Print Name

Grantor:

PETERS CREEK INVESTMENTS, L.L.P., a Florida limited liability partnership

By: DEVELOPERS THREE, INC., a Florida corporation

By: _____
Gerald R. Agresti, President

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of _____, 2022 by GERALD R. AGRESTI, as President of DEVELOPERS THREE, INC., a Florida corporation, as Partner of PETERS CREEK INVESTMENTS, L.L.P., a Florida limited liability partnership, on behalf of such partnership, who is personally known to me.

_____

Notary Public, State and County aforesaid.

My Commission expires _____

Commission No. _____

EXHIBIT "A"

SEE SHEET 2 OF 2 FOR SKETCH

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF A PARCEL OF LAND BEING DESCRIBED IN OFFICIAL RECORDS BOOK 3729, PAGE 53 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; THENCE NORTH 89°36'59" EAST, ALONG THE PROJECTED NORTH LINE OF LAST SAID PARCEL, 20.01' TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°36'59" EAST, 15.00' TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 315, SAID POINT LYING IN A CURVE HAVING A RADIUS OF 11,499.16', BEING CONCAVE TO THE EAST; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 145.00', SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°09'08" EAST, 145.00'; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 19°39'29' WEST, 47.88' TO A POINT ON A CURVE HAVING A RADIUS OF 11,514.16', BEING CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 100.00', SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°02'17" WEST, 100.00' TO THE POINT OF BEGINNING.

NOTES:

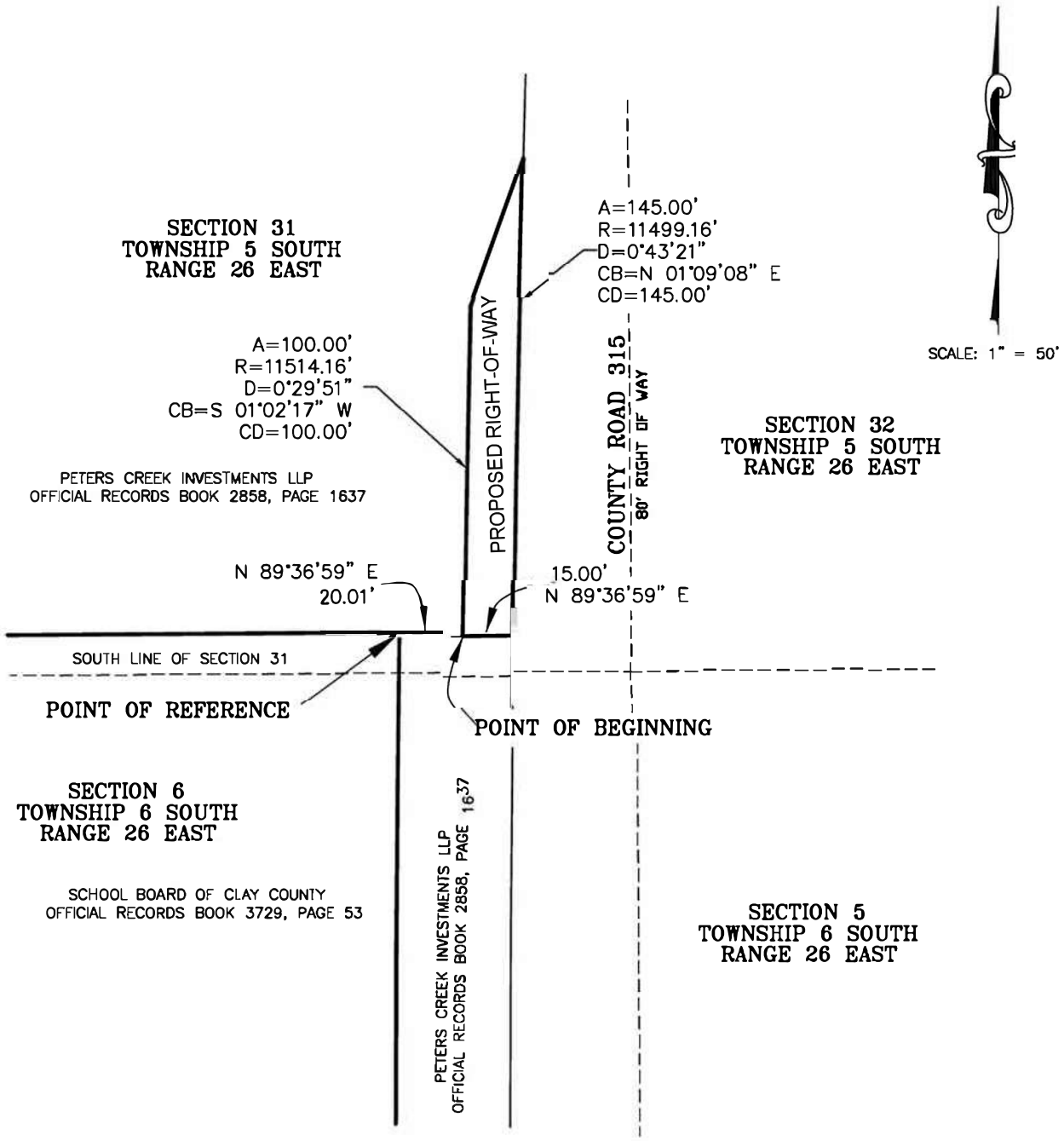
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NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.
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CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043

CR 315 NORTH RIGHT-OF-WAY

EXHIBIT "A"

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



NOTES:

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CLAY COUNTY ENGINEERING DEPARTMENT CLAY COUNTY, FLORIDA 477 HOUSTON ST. GREEN COVE SPRINGS, FL 32043		CR 315 NORTH RIGHT-OF-WAY

EXHIBIT "B"

SEE SHEET 2 OF 2 FOR SKETCH

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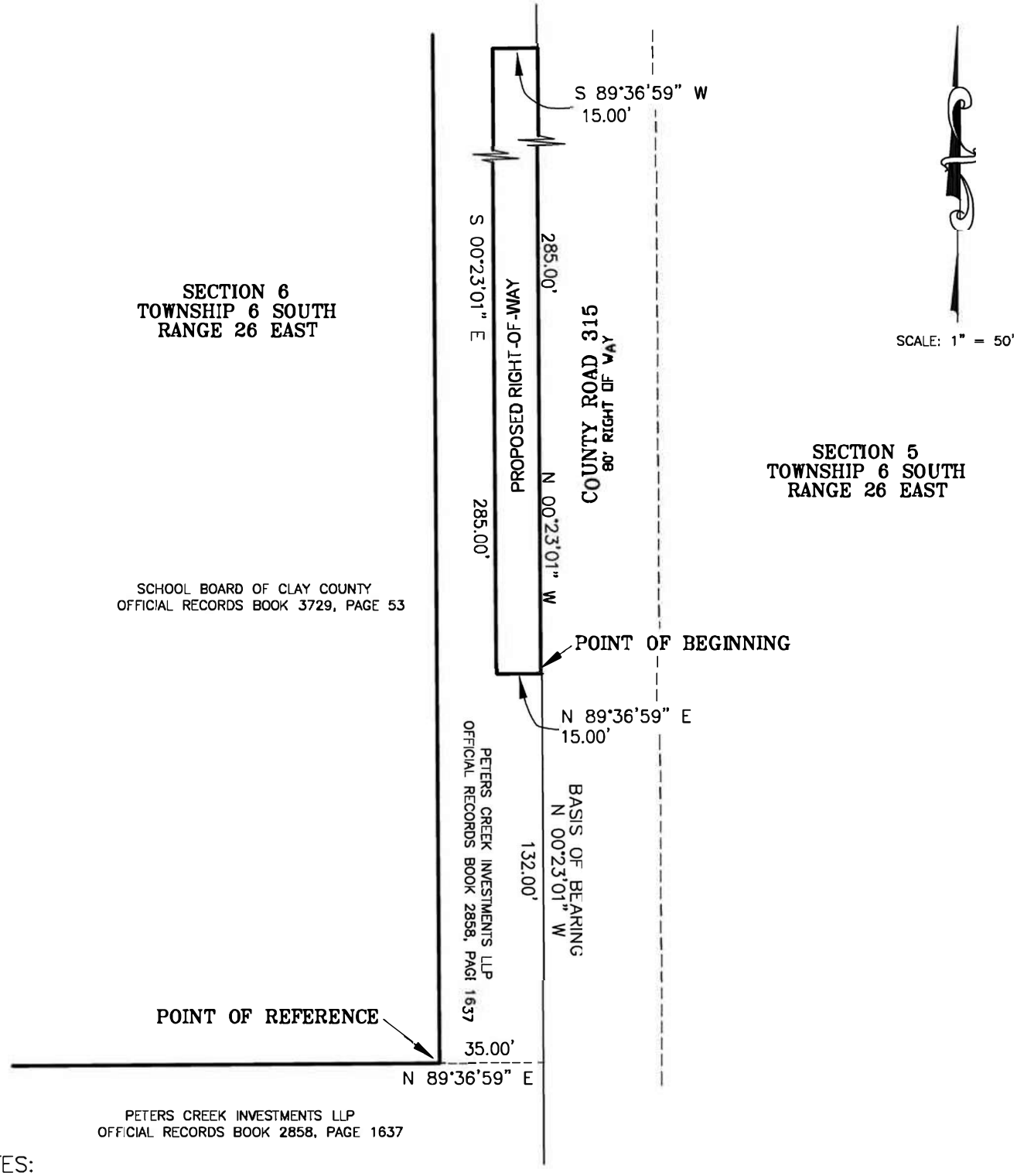
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CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
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CR 315 SOUTH RIGHT-OF-WAY

EXHIBIT "B"

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



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CLAY COUNTY ENGINEERING DEPARTMENT CLAY COUNTY, FLORIDA 477 HOUSTON ST. GREEN COVE SPRINGS, FL 32043		CR 315 SOUTH RIGHT-OF-WAY

2021-2022-138 AM1 - PCI Credit Agreement 2023 Amendment_20230420 BCC#9

Final Audit Report 2023-05-06

Created:	2023-04-27
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2MS3eR28aUGy5Wd9dINISGj9wY5sKepl

"2021-2022-138 AM1 - PCI Credit Agreement 2023 Amendment _20230420 BCC#9" History

Document created by Lisa Osha (Lisa.Osha@claycountygov.com)
2023-04-27 - 8:22:29 PM GMT

Document emailed to clayesign@claycountygov.com for signature
2023-04-27 - 8:23:48 PM GMT

Email viewed by clayesign@claycountygov.com
2023-05-03 - 5:52:12 PM GMT

Signer clayesign@claycountygov.com entered name at signing as Betsy Condon
2023-05-03 - 5:52:42 PM GMT

Document e-signed by Betsy Condon (clayesign@claycountygov.com)
Signature Date: 2023-05-03 - 5:52:44 PM GMT - Time Source: server

Document emailed to bccdocs@clayclerk.com for signature
2023-05-03 - 5:52:47 PM GMT

Email viewed by bccdocs@clayclerk.com
2023-05-04 - 7:49:16 PM GMT

Signer bccdocs@clayclerk.com entered name at signing as Tara S Green
2023-05-04 - 7:49:40 PM GMT

Document e-signed by Tara S Green (bccdocs@clayclerk.com)
Signature Date: 2023-05-04 - 7:49:42 PM GMT - Time Source: server

Document emailed to George Egan (gegan@reinholdcorporation.com) for signature
2023-05-04 - 7:49:45 PM GMT

Adobe Acrobat Sign

Email viewed by George Egan (gegan@reinholdcorporation.com)
2023-05-04 - 8:00:38 PM GMT

Signer George Egan (gegan@reinholdcorporation.com) entered name at signing as George M. Egan
2023-05-06 - 1:12:47 PM GMT

Document e-signed by George M. Egan (gegan@reinholdcorporation.com)
Signature Date: 2023-05-06 - 1:12:49 PM GMT - Time Source: server

Agreement completed.
2023-05-06 - 1:12:49 PM GMT

Adobe Acrobat Sign

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners

DATE: 1/6/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Reinhold Mobility Fee Credit Agreement	Agreement/Contract	1/9/2026	Reinhold_(Cathedral_Oak)_Mobility_Fee_Credit_Agreement_Amendment_2__1.2.26dsada.pdf
🗋	Reinhold Release of Exclusive Rights	Cover Memo	1/9/2026	Reinhold_-_Release_of_Exclusive_Rights_on_Cathedral_Oak_Ph_2_Plat_(4937-1598-0166_v1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	1/7/2026 - 4:14 PM	Item Pushed to Agenda

CLAY COUNTY
AGREEMENT/CONTRACT No. 2021/22- 139 AM2

SECOND AMENDMENT TO MOBILITY FEE CREDIT AGREEMENT

This Second Amendment to Mobility Fee Credit Agreement (the Second Amendment) is made and entered into as of this ____ day of January, 2026, by and between Clay County, Florida, a political subdivision of the State of Florida (the County), and Cathedral Oak, LLC, a Florida limited liability company and assignee of Reinhold Corporation, or its assigns (Cathedral Oak).

Recitals

WHEREAS, on March 22, 2022, the County and Reinhold Corporation entered into a Mobility Fee Credit Agreement in connection with the First Coast Connector Road Right of Way and Stormwater Management Facilities, identified as Contract No. 2021/22-139 (the Agreement); and,

WHEREAS, pursuant to the Agreement, exclusive drainage (conveyance and outfall) easements were donated to the County for the Designated Mobility Improvement identified in the Clay County Mobility Fee Ordinance (the Ordinance) as Project No. 12/First Coast Connector, a road extending from the First Coast Expressway (SR 23) easterly to U.S. Highway 17 and now known as Cathedral Oak Parkway; and,

WHEREAS, on September 20, 2023, Reinhold Corporation assigned the Agreement to Cathedral Oak, LLC pursuant to subsection 9(b) of the Agreement; and,

WHEREAS, on May 16, 2025, Cathedral Oak and the County entered into an amendment to the Agreement, identified as Contract No. 2021/22-139 AM1 and attached hereto as Attachment 1 (the Amendment); and,

WHEREAS, in connection with the development of its property, Cathedral Oak has requested the right to use in common with the County the exclusive drainage easements Cathedral Oak donated to the County in accordance with the Agreement, specifically the Parcel 800 Easement and the Parcel 802 Easement identified on the Cathedral Oak Parkway Phase 2 Plat, recorded at Plat Book 67, Pages 25-28, public records of Clay County (Drainage Easements); and,

WHEREAS, for a reduction in the mobility fee credits provided for the exclusivity of the Parcel 800 Easement and the Parcel 802 Easement, the County is willing to provide for the common right of use of the Drainage Easements between the County and Cathedral Oak and its successors and assigns, subject to Cathedral Oak's interest being subordinated to the interests of the County in the Drainage Easements and such interest shall not interfere with or be inconsistent with the County's use of the Drainage Easements; and,

WHEREAS, the Parties desire to amend the Agreement, as amended, to set forth the reduction in Cathedral Oak's awarded Mobility Fee Credit.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Second Amendment. When construing this Second Amendment to the Agreement, as amended, 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 Second Amendment; provided, however, that if the recitals and a substantive provision of this Second Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. Paragraph 2(a) of the Agreement, as amended, entitled **Calculation of Credit**, is hereby amended with the addition of the following paragraph:

Cathedral Oak's approved Credit, as shown on Exhibit C and Exhibit D, shall be **reduced in the amount of $24,232.64** for the common use of the Parcel 800 Easement and the Parcel 802 Easement. Such Credit reduction amount was calculated as follows: .87 acres (Parcels 800 and 802) X $48,932(50%) = $21,286.00 plus automatic adjustments to the Mobility Fee as provided in Section 3.10 of the Ordinance on October 1 of each year for a total of $24,233.00.

3. Paragraph 3 of the Agreement, as amended, entitled **The County's Obligations**, is hereby amended with the addition of the following paragraph (h):

h. The County agrees to release its exclusive rights in its Parcel 800 Easement and Parcel 802 Easement (Drainage Easements) donated by Cathedral Oak for Credit and to allow common use of the Drainage Easements with Cathedral Oak, subject to a reduction in the mobility fee credits provided by the County to Cathedral Oak for the donation of the exclusive Drainage Easements and to the agreement of Cathedral Oak that its use and interest, as well as that of any of its successors and assigns, is subordinated to the interests of the County and such use and interest shall not interfere with or be inconsistent with the County's use of the Drainage Easements.

4. Paragraph 4 of the Agreement, as amended, entitled **Reinhold's Obligations**, is hereby amended with the addition of the following paragraph (e):

e. Cathedral Oak agrees to a reduction of its mobility fee credits provided by the County for the release by the County of its exclusive rights in the Parcel 800 Easement and Parcel 802 Easement (Drainage Easements) to allow common use of the Drainage Easements with Cathedral Oak as set forth in Paragraph

2(a) above. Cathedral Oak further agrees and acknowledges that its use and interest in the Drainage Easements, as well as that of any of its successors and assigns, is subordinated to the interests of the County and such use and interest shall not interfere with or be inconsistent with the County's use of the Drainage Easements.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement, as amended, as of the day and year first above written.

CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, Its Chair

ATTEST:

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

CATHEDRAL OAK, LLC

By: _____
Liam O' Reilly, President

ATTACHMENT 1

Agreement/Contract No. 2021/22 – 139 AM1
Mobility Fee Credit Agreement
Re: FCC (Reinhold)

CLAY COUNTY
AGREEMENT/CONTRACT No.2021/22- 139 AM1

AMENDMENT TO MOBILITY FEE CREDIT AGREEMENT

This Amendment to Mobility Fee Credit Agreement (the Amendment) is made and entered into as of this 16th day of May, 2025, by and between Clay County, Florida, a political subdivision of the State of Florida (the County), and Cathedral Oak, LLC, a Florida limited liability company and assignee of Reinhold Corporation, or its assigns (Cathedral Oak).

Recitals

WHEREAS, on March 22, 2022, the County and Reinhold Corporation entered into a Mobility Fee Credit Agreement in connection with the First Coast Connector Road Right of Way and Stormwater Management Facilities, identified as Contract No. 2021/22-139 and attached hereto as Attachment 1 (the Agreement); and,

WHEREAS, on September 20, 2023, Reinhold Corporation assigned the Agreement to Cathedral Oak, LLC pursuant to subsection 9(b) of the Agreement; and,

WHEREAS, pursuant to the Agreement, right of way was donated to the County for the Designated Mobility Improvement identified in the Clay County Mobility Fee Ordinance (the Ordinance) as Project No. 12/First Coast Connector, a road extending from the First Coast Expressway (SR 23) easterly to U.S. Highway 17 and now known as Cathedral Oak Parkway; and,

WHEREAS, the County has constructed a two-lane urban road with five-foot bike lanes, concrete sidewalks with an asphalt joint use path, and stormwater management facilities from the First Coast Expressway (SR 23) easterly to Maryland Avenue; and,

WHEREAS, Cathedral Oak intends to construct or cause to be constructed the additional outer lanes three and four, their associated bike lanes, and the required signage and striping, on the portion of Cathedral Oak Parkway from the First Coast Expressway (SR 23) easterly to just west of the Feed Mill Roundabout intersection - specifically, Station 100+05.05 to Station 134+00.00, consisting of 3,395 feet of road centerline (the Additional Improvement). The Additional Improvement will be constructed consistent with the existing pavement section built in accordance with the approved plans by RS&H; and,

WHEREAS, pursuant to the Ordinance and subject to the conditions provided herein for the Additional Improvement, Cathedral Oak shall be entitled to additional Credit in an amount set forth in Paragraph 2(a) of the amended Agreement and as described therein in Exhibit D (attached hereto as Attachment 2); and,

WHEREAS, the Parties desire to amend the Agreement to set forth the conditions for the construction of the Additional Improvement, the dedication and acceptance thereof, and the associated Credit that Cathedral Oak shall be entitled to, the amount of which has been determined in accord with the provisions of Section 3.05 in the Ordinance.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Amendment. When construing this Amendment to the 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 Amendment; provided, however, that if the recitals and a substantive provision of this Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. Paragraph 2(a) of the Agreement, entitled **Calculation of Credit**, is hereby amended with the addition of the following paragraph:

> Cathedral Oak shall receive Credit in the amount of $1,381,835.60 for the construction and dedication of the completed Additional Improvement, a part of a Designated Mobility Improvement, based upon Section 3.05 of the Ordinance, as shown on **Exhibit D** attached hereto and incorporated herein. Such Credit is subject to adjustment consistent with any automatic adjustments to the Mobility Fee as provided in Section 3.10 of the Ordinance on October 1 of each year.

3. Paragraph 4 of the Agreement, entitled **Reinhold's Obligations**, is hereby amended with the addition of the following paragraph (d):

> d. Cathedral Oak shall complete or cause to be completed the Additional Improvement by August 31, 2025, and in no event shall the construction delay the opening of Cathedral Oak Parkway and/or the First Coast Expressway (SR 23) at the Cathedral Oak Parkway interchange. Upon completion, Cathedral Oak shall dedicate the Additional Improvement to the County. Cathedral Oak agrees that construction of the Additional Improvement will be in accord with this Agreement, the requirements of the Clay County Code and the Florida Department of Transportation standards and regulations, as applicable, the requirements for performance and warranty guarantees in Article IX of the County Land Development Regulations and subject to acceptance by the County.

4. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Amendment are incorporated herein and shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

CLAY COUNTY, FLORIDA

By: _____
Betsy Condon, Its Chairman

CATHEDRAL OAK, LLC

By: _____
Liam O' Reilly, President

ATTEST:

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

ATTACHMENT 1

Agreement/Contract No. 2021/22 – 139
Mobility Fee Credit Agreement
Re: FCC (Reinhold)

CLAY COUNTY
AGREEMENT/CONTRACT No. 2021/22 139

MOBILITY FEE CREDIT AGREEMENT
Re: FCC (Reinhold)

This Mobility Fee Credit Agreement in connection with the First Coast Connector Road Right of Way and Stormwater Management Facilities (the Agreement) is made and entered into as of the 22nd day of March, 2022, by and between Clay County, Florida, a political subdivision of the State of Florida (the "County"), and Reinhold Corporation, a Florida corporation ("Reinhold").

Recitals

WHEREAS, on October 27, 2020, the County adopted Ordinance No. 2020-39, known as the Clay County Mobility Fee Ordinance (the "Ordinance"), which imposes Mobility Fees, as that term is defined in the Ordinance, on New Construction, as that term is defined in the Ordinance, and which provides for credit to be granted against the imposition of Mobility Fees for the donation of right of way for all or any portion of a Designated Mobility Improvement, as that term also is defined by the Ordinance; and,

WHEREAS, the Ordinance establishes Mobility Districts within which Mobility Fees collected by the County shall be expended for improvements to Designated Mobility Improvements; and,

WHEREAS, Reinhold is the owner of approximately 1,789.61 acres of real property which is located in the County and which is more particularly described in **Exhibit A** attached hereto and by reference made a part hereof (the "Property"); and,

WHEREAS, the Property is currently used for silviculture and agriculture uses as permitted in applicable zoning districts; and,

WHEREAS, the Property includes a segment of approximately 3,380 linear feet in

length of a proposed roadway identified as a Designated Mobility Improvement in the Ordinance, specifically, as Project No. 12 / First Coast Connector, a road extending from the First Coast Expressway easterly to U.S. Highway 17 (the "FCC"); and,

WHEREAS, the Property and applicable FCC segment are located in the Lake Asbury & Green Cove Springs Mobility District (the "LA/GCS Mobility District"), as described in the Ordinance; and,

WHEREAS, the Property is located within the Lake Asbury Master Plan (LAMP) and the FCC is identified as an Adequate Public Facility (APF) and "dashed line" road in LAMP; and,

WHEREAS, the County wishes to acquire by fee and easement from Reinhold from within the Property approximately 18.7 acres of such right of way for the FCC, including associated stormwater management facilities, conveyance and outfall easements and temporary construction easements, which acreage is described in **Exhibit B** attached hereto and by reference made a part hereof (the "Right of Way"); and,

WHEREAS, Reinhold agrees to donate or cause to be donated the Right of Way from within the Property; and,

WHEREAS, pursuant to the Ordinance and subject to the conditions provided herein for the donation of the Right of Way, Reinhold shall be entitled to credit in an amount as described herein (the "Credit"); and,

WHEREAS, the Credit, once granted and subject to the conditions provided herein, may be used for New Construction which may occur on the Property; and,

WHEREAS, Reinhold and the County acknowledge that the donation of approximately 6.21 acres within the Property as Right of Way may be used to satisfy, in part, the APF

requirements imposed by LA TRA Policy 1.1.3 of the Lake Asbury Master Plan (the APF Requirements) arising out of the New Construction on the Property, as such APF Requirements may apply; and,

WHEREAS, the administration of the Credit in connection with the imposition of Mobility Fee obligations for New Construction on the Property is the responsibility of the Mobility Fee Coordinator, as identified in the Ordinance; and,

WHEREAS, Reinhold and the County desire to delineate their respective rights and obligations with regard to the Credit to which Reinhold shall become entitled pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. **Credit**.

a. **Calculation of Credit**. Reinhold agrees to the Credit of $811,304 for the donation of Right of Way to the County as shown on **Exhibit C** attached hereto and by reference made a part hereof, which Credit is less than the appraised value of $1,170,793 submitted by Reinhold pursuant to Section 3.05 of the Ordinance.

b. **Schedule of Donation of Right of Way and Issuance of Credit**. The donation of the Right of Way shall be accomplished by dedication through plat as prepared by the

County, executed by Reinhold, and accepted and recorded by the County. The County shall prepare and deliver the draft plat to Reinhold on or before the earlier of (i) April 30, 2022 or (ii) at least twenty (20) days prior to the agenda deadline for placing the plat on an agenda for consideration by the Board of County Commissioners (BOCC). Reinhold may review the plat for consistency with this Agreement and, within ten (10) days of its receipt of the proposed plat, Reinhold shall deliver to the County, in writing, Reinhold's approval of the plat or requested revisions to the plat. Simultaneous with or prior to placing the plat on the BOCC's agenda, the County shall provide Reinhold with a copy of the proposed plat, including the revisions requested by Reinhold unless otherwise agreed among the parties. Within ten (10) days following the BOCC's approval of the proposed plat, Reinhold shall execute the plat. The County shall record the plat within twenty (20) days after execution by Reinhold, said recording being the dedication and acceptance of the Right of Way by the County. Upon such dedication and acceptance of the Right of Way, the County shall issue $811,304 in Credit to Reinhold. Such Credit is subject to adjustment consistent with any automatic adjustments to the Mobility Fee as provided in Section 3.10 of the Ordinance on October 1 of each year by any percent change for the previous Fiscal Year in the Florida Department of Transportation Price Trends Index.

Prior to commencement of construction of the applicable FCC segment in the Right of Way, Reinhold shall be permitted to continue its existing use of any portion of the Right of Way for silviculture and agriculture uses, including but not limited to access, fencing, drainage, timber maintenance and harvesting, fire management, livestock grazing and movement, and other best management practices for the continued silviculture and agriculture uses of the Right of Way and Property. Commencement of construction of the applicable FCC segment shall be as identified by the County in the form of a phasing schedule identifying

the limits of each phase of construction and the date of construction commencement for that phase to be provided to Reinhold. The County shall not be responsible for locating the limits of each phase of construction. The phasing schedule may be amended to delay or accelerate the commencement of construction for a particular phase by the County. Also during construction and in coordination with the County's contractor, Reinhold shall be permitted to cross the Right of Way, including but not limited to crossing with vehicles, equipment, and livestock, for access to and across the Property for silviculture and agriculture uses. Reinhold shall be responsible for any costs assessed by the Contractor for such coordination as well as any costs incurred due to any damage or delay that such crossing may cause. Reinhold shall be fully liable for the actions of its employees, lessees, contractors, partners or agents in connection with use of any portion of the Right of Way prior to commencement of construction or during construction and shall indemnify, defend and hold the County and its directors, officers, employees, agents, and representatives harmless from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may at any time be made or brought by anyone against the County for injuries to body, life, limb or property in connection with or related to Reinhold's use of any portion of the Right of Way prior to commencement of construction or during construction. The County does not agree to and shall not indemnify Reinhold or any other person or entity, for any purpose whatsoever in relation to Reinhold's use of the Right of Way prior to commencement of construction or during construction. Reinhold acknowledges that the County shall not be required to perform any maintenance in connection with Reinhold's continued use. Also prior to commencement of construction of the FCC, the Right of Way may be subject to minor adjustments based on

site conditions, utilities, and/or to accommodate final permitting and design. The County shall be responsible for any required modifications to the recorded plat arising from such minor adjustments.

c. **Use of Mobility Fee Credit by Reinhold and Successors**. Credit issued to Reinhold under this Agreement may be used by Reinhold or successor owners of the Property in the payment, in whole or part, of Mobility Fees for New Construction on the 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.

d. **APF Credit**. Upon dedication and acceptance of the plat of the Right of Way, 6.21 acres of such Right of Way may be used to satisfy in whole or in part the APF Requirement imposed by LA TRA Policy 1.1.3 of LAMP for the New Construction on the Property, as such APF Requirements may apply.

3. **The County's Obligations.** The County, through its Mobility Fee Coordinator, shall:

a. Deliver to Reinhold a form for the Credit Voucher to be utilized 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 Credit.

c. Require that, in connection with payment of Mobility Fee obligations, when a Credit Voucher from Reinhold, 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 Reinhold, 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 Reinhold 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 pursuant to Section 4 below who is authorized to execute the Credit Voucher for any particular New Construction at the time any Mobility Fee obligation is otherwise due.

e. Periodically, Reinhold 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, Reinhold believes that the County has accepted an invalid Credit Voucher(s) or has otherwise processed a Credit Voucher(s) improperly, Reinhold may notify the County of its objection to such invalid or improperly processed Credit Voucher(s). Upon receipt of a Reinhold 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 Reinhold 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 Reinhold, a transferee, or a successor. Any such payment is non-refundable.

g. The County is obligated to prepare and deliver a plat of the Right of Way to Reinhold on or before April 30, 2022.

4. **Reinhold's Obligations**. Reinhold 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 Reinhold 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 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 description of the successor's lands within which the Credit may be used.

c. Reinhold is obligated to execute the plat of the Right of Way as provided herein.

5. **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.

6. **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, Reinhold or a transferee, as may be designated by Reinhold 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 Reinhold'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 Reinhold shall notify the County in writing and state the specific reasons for such disagreement. In the event that Reinhold and the County are unable to resolve such a disagreement, Reinhold may request a meeting with the County Manager. If the County Manager affirms disagreement with the conclusions of the annual report, then Reinhold may pursue remedies as provided in paragraph 7.a. below.

7. **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 Reinhold 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 Reinhold may pursue any available remedies in law or equity. By an amendment to this Agreement under Sections 8 or 9(i) below, time periods for the County's performance as provided in this Agreement may be extended.

b. **Reinhold/Defaults**. If Reinhold or any transferee or successor defaults in the performance of any obligation required to be performed by it under this Agreement (the Defaulting Party), then the County may deliver written notice of such default to the Defaulting Party. The Defaulting Party shall cure such default within sixty (60) days after the delivery of such notice of default. If the Defaulting Party does not cure such default within the time period provided, then the County may pursue any available remedies in law or equity. By an amendment to this Agreement under Sections 8 or 9(i) below, time periods for Reinhold's performance as provided in this Agreement may be extended.

8. **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 Reinhold 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.

9. **Miscellaneous Provisions**.

a. **Notices, Demands and Communications Between the Parties**. Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered, or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

Clay County
Attn: Howard Wanamaker, County Manager
P. 0. Box 1366
Green Cove Springs, Florida 32043

With copy to:
Clay County
Attn: Courtney Grimm, County Attorney
P. 0. Box 1366
Green Cove Springs, Florida 32043

Notices, demands and communications to Reinhold Corporation:

Reinhold Corporation
Attn: George M. Egan, President/CEO
1845 Town Center Blvd., Suite 105
Orange Park, FL 32003

b. **Successors and Assigns**. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. Reinhold may assign any or all of its rights and obligations under this Agreement. In the event of such assignment, the term Reinhold in this Agreement shall refer to such assignee(s). At least thirty (30) days prior to any such assignment, a notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any rights and obligations assigned to it by Reinhold under this Agreement, shall be provided to the County. Upon the date of the assignment of all obligations and liabilities under this Agreement and providing notice of such assignment to the County, the original contracting party to this Agreement, Reinhold Corporation, 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. **Authority.** The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

p. **Effective Date**. This Agreement and subsequent amendments hereto shall become effective the date they are approved by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

REINHOLD CORPORATION
a Florida Corporation

George M. Egan
George M. EGan (Apr 7, 2022 16:08 EDT)

George M. Egan, President/CEO

CLAY COUNTY, FLORIDA

WFBolla
WFBolla (Mar 30, 2022 08:48 EDT)

Wayne Bolla
Its Chairman

ATTEST:

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

F:\Ordinances\Mobility Fee\FCC\Reinhold Mobility Fee Credit Agreement 3.15.22 Final.docx

EXHIBIT A

PROPERTY LEGAL DESCRIPTION AND SKETCH

A parcel of land consisting of a portion of Section 35, Township 5 South, Range 25 East, together with all of Section 34, Township 5 South, Range 25 East and a portion of Section 33, Township 5 South, Range 25 East, Clay County, Florida, said parcel being approximately 1,789.61 acres and more particularly described as Parcel Numbers 35-05-25-010146-000-00, 34-05-25-010145-000-00, 34-05-25-010557-000-00 and 33-05-25-010556 and depicted below:

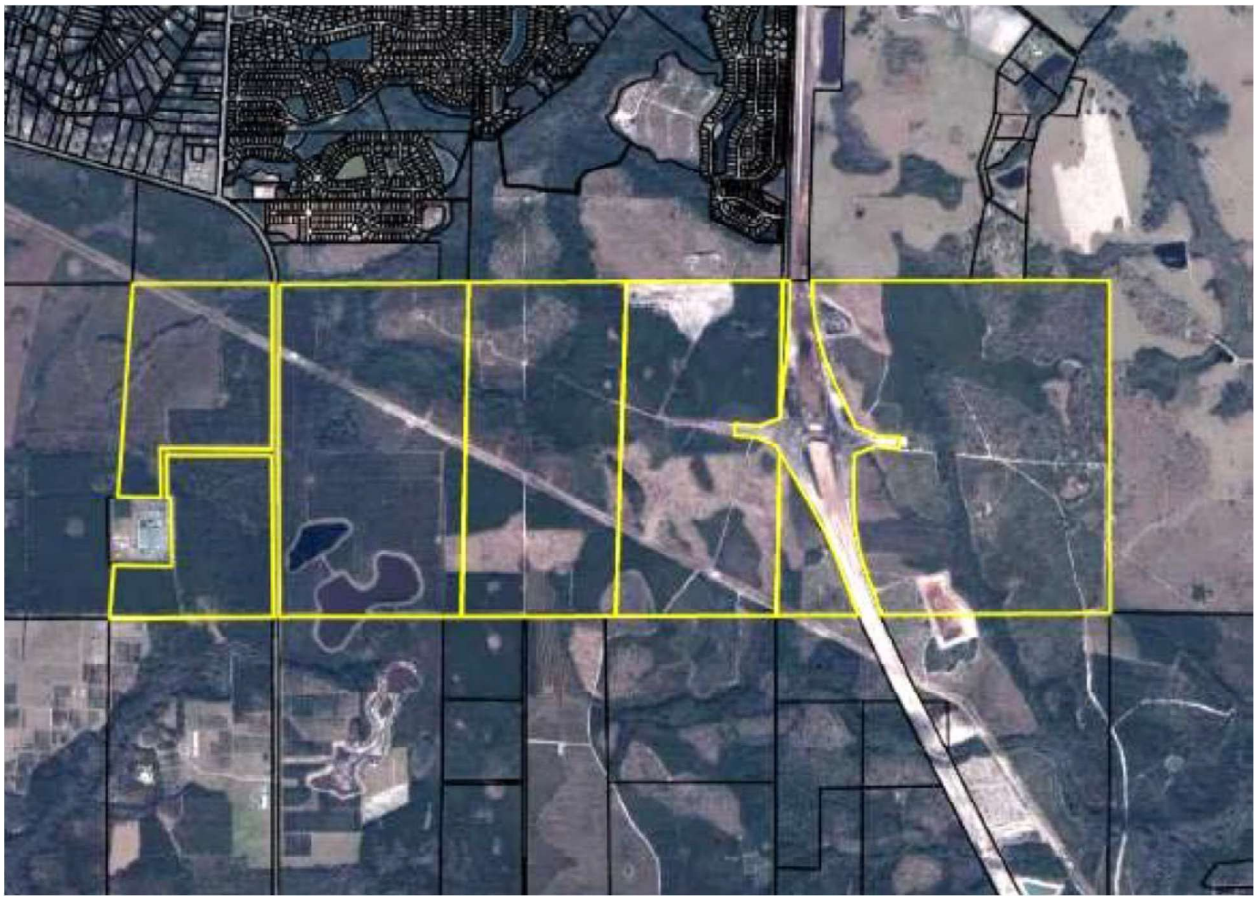


EXHIBIT B

RIGHT OF WAY

LEGAL DESCRIPTION

Including fee land for stormwater management facilities,
TCEs, conveyance easements for storm ponds

A PORTION OF LAND LYING IN PARCEL ID: 35-05-25-010146-000-00
CLAY COUNTY, FLORIDA

LEGAL DESCRIPTION OF PARCEL 100:

A PORTION OF PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2,438.26 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 137.08 FEET TO A 5" X 5" CONCRETE MONUMENT BEING THE EAST 1/4 CORNER OF SAID SECTION 35; THENCE SOUTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 35.16 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2380.00 FEET AND **POINT A**; THENCE DEPARTING THE EAST LINE OF SAID SECTION 35 AND ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 29°39'56", AN ARC DISTANCE OF 1232.28 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°44'28" WEST, 1218.56 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 651.10 FEET TO **POINT B**; THENCE CONTINUE NORTH 85°25'34" WEST A DISTANCE OF 718.11 FEET; THENCE SOUTH 04°28'57" WEST A DISTANCE OF 37.26 FEET; THENCE NORTH 85°31'03" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 04°28'57" EAST A DISTANCE OF 37.34 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 737.69 FEET TO THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218 (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71493); THENCE NORTH 04°34'26" EAST ALONG EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218 A DISTANCE OF 155.00 FEET; THENCE DEPARTING EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218, SOUTH 85°25'34" EAST A DISTANCE OF 675.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.84 FEET; THENCE SOUTH 85°31'03" EAST A DISTANCE OF 50.00 FEET TO **POINT C**; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 49.92 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 1,431.40 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2225 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 31°32'08", AN ARC DISTANCE OF 1224.64 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°48'22" EAST, 1209.24 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE **POINT OF BEGINNING**.

CONTAINING 12.15 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 800

A DRAINAGE EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT A** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 00°45'53" WEST ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 29.96 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 00°41'29", AN ARC DISTANCE OF 29.05 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 65°33'56" WEST, 29.05 FEET TO A NON-TANGENT LINE; THENCE SOUTH 24°05'20" EAST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE OF THE NORTHWEST, HAVING A RADIUS OF 2424.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 03°58'53", AN ARC DISTANCE OF 168.44 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°54'07" WEST, 168.40 FEET TO A NON-TANGENT LINE; THENCE NORTH 20°06'27" WEST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 05°17'53", AN ARC DISTANCE OF 222.57 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°32'29" WEST, 222.49 FEET TO A NON-TANGENT LINE; THENCE NORTH 14°48'34" WEST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 10°16'55", AN ARC DISTANCE OF 421.10 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 70°02'59" EAST, 426.52 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.33 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 801

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT B** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 04°34'26" WEST A DISTANCE OF 150.89 FEET; THENCE SOUTH 69°29'30" WEST A DISTANCE OF 535.52 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE OF 162.54 FEET; THENCE SOUTH 79°47'20" WEST A DISTANCE OF 106.95 FEET; THENCE NORTH 10°12'40" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 79°47'20" EAST A DISTANCE OF 106.82 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE 115.02 FEET; THENCE NORTH 53°18'39" WEST A DISTANCE OF 115.49 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 667.22 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE AND POND EASEMENT CONTAINING 3.56 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 802

A DRAINAGE EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID **POINT C** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 85°31'03" EAST A DISTANCE OF 10.74 FEET; THENCE SOUTH 77°30'52" EAST A DISTANCE OF 166.66 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 614.69 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 27.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 790.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.92 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.54 ACRES, MORE OR LESS.

EXHIBIT B (Cont.)

TEMPORARY CONSTRUCTION EASEMENTS IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 700

COMMENCE AT **POINT A** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 29.96 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 22.15 FEET; THENCE DEPARTING THE EAST LINE OF SAID SECTION 35 SOUTH 65°33'37" WEST A DISTANCE OF 9.74 FEET; THENCE SOUTH 24°05'20" EAST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2444.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 04°27'01", AN ARC DISTANCE OF 189.83 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°54'07" WEST, 189.78 FEET TO A NON-TANGENT LINE; THENCE NORTH 20°06'27" WEST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2417.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 05°17'53", AN ARC DISTANCE OF 223.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°46'43" WEST, 223.42 FEET TO A NON-TANGENT LINE; THENCE NORTH 14°48'34" WEST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2400.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 19°08'41", AN ARC DISTANCE OF 801.93 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°00'06" WEST, 798.21 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 256.90 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 394.20 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 651.10 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 19°23'00", AN ARC DISTANCE OF 805.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84°52'56" EAST, 801.33 FEET TO A NON-TANGENT LINE; THENCE SOUTH 14°48'34" EAST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 05°17'53", AN ARC DISTANCE OF 222.57 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°32'29" EAST, 222.49 FEET TO A NON-TANGENT LINE; THENCE SOUTH 20°06'27" EAST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2424.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 03°58'53", AN ARC DISTANCE OF 168.44 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67°54'07" EAST, 168.40 FEET TO A NON-TANGENT LINE, THENCE NORTH 24°05'20" WEST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 00°41'29", AN ARC DISTANCE OF 29.05 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 65°33'56" EAST, 29.05 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.73 ACRES, MORE OR LESS.

PARCEL 701

COMMENCE AT **POINT B** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 85°25'34" WEST A DISTANCE OF 667.22 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 53°18'39" EAST A DISTANCE OF 56.43 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 98.68 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 50.89 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.05 ACRES (2,242 SQUARE FEET), MORE OR LESS.

PARCEL 702

COMMENCE AT **POINT B** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 85°25'34" WEST A DISTANCE OF 768.11 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 237.69 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 20.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 500.00 FEET TO THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218 (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71493); THENCE NORTH 04°34'26" EAST, ALONG THE SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218, SOUTH 85°25'34" EAST A DISTANCE OF 737.69 FEET; TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.28 ACRES, MORE OR LESS.

PARCEL 703

COMMENCE AT **POINT C** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 85°31'03" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 29.84 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 04°34'26" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 675.50 FEET TO THE SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218; THENCE NORTH 04°34'26" EAST, ALONG THE SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218, SOUTH 85°25'34" EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 175.50 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.23 ACRES, MORE OR LESS.

PARCEL 704

BEGIN AT **POINT C** (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 85°31'03" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 04°28'57" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°31'03" EAST A DISTANCE OF 61.44 FEET; THENCE SOUTH 77°30'52" EAST A DISTANCE OF 166.66 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 624.00 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 27.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 474.00 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 156.90 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2205.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 07°18'06", AN ARC DISTANCE OF 281.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 89°04'36" EAST, 280.81 FEET TO A NON-TANGENT LINE; THENCE SOUTH 02°43'39" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2215.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 13°42'04", AN ARC DISTANCE OF 529.67 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 80°25'19" EAST, 528.41 FEET TO A NON-TANGENT LINE; THENCE NORTH 16°25'43" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2205.00; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 10°47'33", AN ARC DISTANCE OF 415.35 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 68°10'30" EAST, 414.73 FEET TO THE EAST LINE OF SAID SECTION 35; THENCE SOUTH 00°23'50" EAST ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 22.39 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2225.00; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 31°32'07", AN ARC DISTANCE OF 1224.62 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°48'23" WEST, 1209.22 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 640.90 FEET; NORTH 04°34'26" EAST A DISTANCE OF 27.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 614.69 FEET; THENCE NORTH 77°30'52" WEST A DISTANCE OF 166.66 FEET; THENCE NORTH 85°31'03" WEST A DISTANCE OF 10.74 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINING 0.82 ACRES, MORE OR LESS.

EXHIBIT C

MOBILITY FEE and APF CREDIT CALCULATION

Mobility Fee calculation for donation of Right of Way on the Property

Fee Simple Right of Way

12.15 acres

Conveyance and Outfall Easements

0.87 acres

Pond Easements

3.56 acres

Temporary Construction Easements

2.12 acres

18.7 TOTAL ACRES

TOTAL MOBILITY FEE CREDIT AWARDED $ 811,304

Adequate Public Facilities Credit Calculation

Adequate Public Facilities Credit

3,380 linear feet of eligible APF Right of Way * 80' width = 6.21 acres

6.21 acres of the total Fee Simple Right of Way is eligible Adequate Public Facilities Right of Way.

ATTACHMENT 2

Exhibit D

EXHIBIT D

Additional Credit

Mobility Fee Credit Awarded for Additional Improvements consisting of:

additional outer lanes three and four, their associated bike lanes, and the required signage and striping, on the portion of Cathedral Oak Parkway from the First Coast Expressway (SR 23) easterly to just west of the Feed Mill Roundabout intersection - specifically, Station 100+05.05 to Station 134+00.00, consisting of 3,395 feet of road centerline.

Total Mobility Fee Credit Awarded **$** 1,381,835.60

2021-2022-139 AM1 Cathedral Oaks Reinhold Mobility Fee Agreement wAttachments

Final Audit Report 2025-06-12

Created:	2025-06-12
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Accepted
Transaction ID:	CBJCHBCAABAAH_wyY1vLPTzpTOd9S9YXro40t7xv26Wm

"2021-2022-139 AM1 Cathedral Oaks Reinhold Mobility Fee Agreement wAttachments" History

Document created by Lisa Osha (Lisa.Osha@claycountygov.com)
2025-06-12 - 8:01:21 PM GMT

Document emailed to Rick Dingle (dingler@clayclerk.com) for acceptance
2025-06-12 - 8:01:31 PM GMT

Email viewed by Rick Dingle (dingler@clayclerk.com)
2025-06-12 - 8:02:17 PM GMT

Document accepted by Rick Dingle (dingler@clayclerk.com)
Acceptance Date: 2025-06-12 - 8:02:23 PM GMT - Time Source: server

Agreement completed.
2025-06-12 - 8:02:23 PM GMT

Powered by Adobe Acrobat Sign

Prepared by and return to:

Maggie Howell Travis, Esq.
Driver, McAfee, Hawthorne, & Diebenow, PLLC
One Independent Square, Suite 1200
Jacksonville, Florida 32202

NOTE TO CLERK: please cross reference: Plat Book 67, Pages 25-28, inclusive, official records of Clay County Florida

RELEASE OF EASEMENT EXCLUSIVITY
AS TO EASEMENT PARCELS 800 AND 802

This Release of Easement Exclusivity (this "**Release**") is made and entered into as of this ___ day of January, 2026 (the "**Effective Date**") by and among Reinhold Corporation, a Florida corporation ("**Reinhold**") and Clay County, a political subdivision of the State of Florida ("**Clay County**"). In this Release, Reinhold and Clay County are sometimes referred to individually as a "**Party**" and collectively as "**Parties**."

W I T N E S S E T H:

A. Reinhold, as Dedicator, dedicated certain real property located in Clay County, Florida pursuant to that certain Plat of Cathedral Oak Parkway Phase 2 recorded in Plat Book 67, Pages 25-28, inclusive, official records of Clay County, Florida (the "**Phase 2 Plat**").

B. Pursuant to the Adoption and Dedication Statement on the Phase 2 Plat, Reinhold dedicated to Clay County certain perpetual drainage easements and provided that "Clay County shall have exclusive use and control of the easement property and shall, at its sole cost and expense, construct, maintain, repair and operate drainage improvements within the easement property in accordance with applicable laws, codes, rules, regulations, and permits."

C. Pursuant to the sixth paragraph of the Adoption and Dedication Statement on the Phase 2 Plat, "the easements, as shown on the Plat, may be released by mutual consent of the Dedicator and Clay County without a requirement to replat provided such release is recorded in the public records of Clay County."

D. As of the Effective Date, Reinhold and Clay County are the sole owners of the real property subject to the Phase 2 Plat.

E. In accordance with the sixth paragraph of the Adoption and Dedication Statement on the Phase 2 Plat, Reinhold, as the Dedicator, and Clay County desire to release the exclusive nature of the perpetual drainage easements created by the Phase 2 Plat and referred to on the Phase 2 Plat as Parcel 800 and Parcel 802.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Reinhold and Clay County agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Release.** Reinhold and Clay County mutually agree that Clay County's exclusive rights in the perpetual drainage easements referred to on the Phase 2 Plat as Parcel 800 and Parcel 802 are hereby released such that the owner of the real property subject to these identified perpetual drainage easements may use such real property for any lawful purpose subordinate to and not inconsistent with Clay County's rights to use the Easements (as such rights are described in the Phase 2 Plat) and reserves the right to grant easements and licenses to others so long as such grants are subordinated to and do not unreasonably interfere with Clay County's rights to use the perpetual drainage easements referred to on the Phase 2 Plat as Parcel 800 and Parcel 802.

3. **Counterpart Execution**. This Release may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute the same instrument.

[signatures begin on following page]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed in its name, effective as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Witness #1:

_____

Print Name: _____
Address: 1 Independent Drive, Suite 1200,
Jacksonville, Florida 32202

Witness #2:

_____

Print Name: _____
Address: 1 Independent Drive, Suite 1200,
Jacksonville, Florida 32202

REINHOLD:

REINHOLD CORPORATION, a Florida corporation

By: _____
Name: George M. Egan
Title: President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by George M. Egan, as the President of **REINHOLD CORPORATION**, a Florida corporation, on behalf of the corporation. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

{*Notary Seal must be affixed*}

_____
Signature of Notary Public

Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

Signed, sealed, and delivered
in the presence of:

Witness #1:

_____
Print Name: _____
Address: _____

Witness #2:

_____
Print Name: _____
Address: _____

CLAY COUNTY:

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

ATTEST:

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

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____, as _____ of **CLAY COUNTY**, a political subdivision of the State of Florida, on behalf of the political subdivision. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

{*Notary Seal must be affixed*}

_____
Signature of Notary Public

Print Name: _____
Notary Public, State and County aforesaid
Commission No.: _____
My Commission Expires: _____

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners

DATE: 1/7/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Bill of Sale	Cover Memo	1/9/2026	Bill_of_Sale_of_Utility_Systemdsada.pdf
	Certificate of Construction Completion	Cover Memo	1/9/2026	Certificate_of_Construction_Completion_(1)dsada.pdf
	Developer Assignment of Warranty	Cover Memo	1/9/2026	Developer_Assignment_of_Warrantydsada.pdf
	Developer Agreement with CCUA – Sheriff's Substation	Cover Memo	1/9/2026	Developer_Agreement_with_CCUA_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	1/7/2026 - 4:14 PM	Item Pushed to Agenda

BILL OF SALE OF UTILITY SYSTEM

KNOW ALL MEN BY THESE PRESENTS that **CLAY COUNTY BOARD OF COUNTY COMMISSIONERS,** a political subdivision of the State of Florida, (hereinafter "Seller") for the sum of TEN DOLLARS ($10.00) and other good and valuable considerations paid by **CLAY COUNTY UTILITY AUTHORITY**, (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, that effective this 5th day of January, 2026 **(Date of Final Inspection)**, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, the wastewater installations, which are to be owned and maintained by Purchaser, as provided for in that certain Developer Agreement dated August 25, 2025, which describes the approved plans and incorporates the same herein by reference for the **Wastewater Service to the Clay County Sheriff's Office Substation located at 3799 Irvin Court**, (hereinafter "Utility system").

(1) All easements, licenses, rights-of-way and consents owned by Seller for the construction, operation and maintenance of the Utility System.

(2) All prints, plans, record drawings, as-built drawings, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Purchaser for the operation of the Utility System.

(3) All warranties by third parties respecting the Utility System, including professional engineering warranties.

Seller, its successors and assigns, hereby covenants that it is the lawful owner of the above referenced property, that the above referenced property is free and clear of all liens and encumbrances and that it has good right to, and hereby does, sell the same to the Purchaser, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Seller has caused this document to be duly executed this _____ day of _____, 20_____.

SELLER:
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS,
a political subdivision of the State of Florida

By: _____ (Seal)
Kristen Burke, Chair

ATTEST:

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ **2026**, by **KRISTEN BURKE** as **CHAIR** of **CLAY COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, who is personally known to me or has produced _____, as identification.

_____
Print Name: _____
Notary Public
State of _____ at Large
My Commission Expires:

Wastewater Service to Clay County Sheriff's Office Substation – 3799 Irvin Court

Parcel Number: 31-04-25-008095-000-00

Official Records Book 1659, pages 1850-1851

EXHIBIT "A"

A parcel of land situated in the East 1/2 of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the Northwest corner of said East 1/2 of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence on the West line thereof run South 00 degrees 22 minutes 58 seconds East 259.15 feet to the Northwesterly line of State Road No. 21; thence on said Northwesterly line run the following three courses: (1) North 52 degrees 46 minutes 31 seconds East 49.37 feet; (2) on the arc of a non-tangent curve concave to the Southeasterly and having a radius of 5,891.58 feet, a chord distance of 281.61 feet, the bearing of said chord being North 52 degrees 41 minutes 33 seconds East; (3) North 58 degrees 34 minutes 31 seconds East 111.26 feet to the North line of said East 1/2 of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence on last said line run North 89 degrees 54 minutes 20 seconds West 249.24 feet; thence run South 00 degrees 02 minutes 47 seconds West, to and along a party wall and along a Southerly prolongation thereof, 90.64 feet; thence run North 89 degrees 57 minutes 13 seconds West 84.90 feet; thence run North 00 degrees 02 minutes 47 seconds East 90.71 feet to the North line of the East 1/2 of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence on last said line run North 89 degrees 54 minutes 20 seconds West 25.83 feet to the Point of Beginning.

CERTIFICATE OF CONSTRUCTION COMPLETION

PROJECT: **Wastewater Service to Clay County Sheriff's Office Substation – 3799 Irvin Court**

OWNER'S AFFIDAVIT

I CERTIFY that the work under the above named project, including all appurtenances thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims have been settled, and that no public liability claims have been settled and that no public liability claims are pending.

Affidavit is made for the purpose of inducing the Clay County Utility Authority to accept said construction for ownership.

DEVELOPER:

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS,
a political subdivision of the State of Florida

By:_____(Seal)

Kristen Burke, Chair

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

STATE OF _____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ **2026**, by **KRISTEN BURKE** as **CHAIR** of **CLAY COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, who is personally known to me or has produced _____, as identification.

_____

Print Name: _____
Notary Public
State of _____at Large
My Commission Expires:

DEVELOPER ASSIGNMENT OF WARRANTY

DEVELOPER hereby assigns the **CONTRACTOR'S WARRANTY** covering the **Wastewater Service to Clay County Sheriff's Office Substation – 3799 Irvin Court,** to the **CLAY COUNTY UTILITY AUTHORITY**, for its use during the Warranty period.

DEVELOPER and CLAY COUNTY UTILITY AUTHORITY, understand and agree that the assignment of this Warranty does not reduce or eliminate the Developer's responsibility wastewater installations during the warranty period for the **Wastewater Service to Clay County Sheriff's Office Substation – 3799 Irvin Court.**

DEVELOPER:
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS,
a political subdivision of the State of Florida

By: _____(Seal)
Kristen Burke, Chair

Date: _____

ATTEST: _____
Tara S. Green, Clay County Clerk of Court and Comptroller
Ex Officio Clerk of the BoardSheriff's

CONTRACTOR'S WARRANTY

TO DEVELOPER:

Clay County Board of County Commissioners
P. O. Box 1366
Green Cove Springs, Florida 32043-1366

FROM CONTRACTOR: Kent Bros Inc
108 Jax Lane
Palatka, FL 32177

PROJECT: **Wastewater Service to Clay County Sheriff's Office Substation – 3799 Irvin Court**

CONTRACTOR hereby warrants all materials and workmanship furnished for the wastewater installations for the above-referenced project, against any defects for a period of **two (2) years** from the 5th day of January , 2026 **(Date of Final Inspection)** and consent to its assignment as provided below. This Warranty also includes the "as-built" data recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective equipment, including cost of all parts, labor and/or replacement equipment.

This Warranty does not apply to any of the above equipment which has been subjected to misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other than factory or the Guarantor's authorized service personnel. Nor does it cover expenses incurred for service requested by the DEVELOPER on equipment which does not prove defective.

CONTRACTOR:
Kent Bros Inc
a Florida Profit corporation

Print Name: Ron Kent

Date: 01/06/2025

Title: President

CFN # 2025041685, OR BK: 4965 PG: 1993, Pages 1 / 14, Recorded 9/3/2025 2:31 PM, Doc: AG
TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: $120.50
Deputy Clerk BlankenshipT

Return to:
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

CU24/25-27

Clay County Agreement/
Contract No. 2024/2025-272

WASTEWATER SERVICE TO CLAY COUNTY SHERIFF'S OFFICE SUBSTATION – 3799 IRVIN COURT

Parcel Number: 31-04-25-008095-000-00
Clay County

(Clay Utility System)
Name of Project

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement"), made and entered into this 25th day of August, 2025 by and between **CLAY COUNTY BOARD OF COUNTY COMMISSIONERS,** a political subdivision of the State of Florida, hereinafter referred to as **"Developer"**, and **CLAY COUNTY UTILITY AUTHORITY**, an independent special district established under Chapter 94-491, Laws of Florida, Special Acts of 1994, hereinafter referred to as **"Utility"**.

WHEREAS, Developer owns or controls lands located in Clay County, Florida, and described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter "Property");

WHEREAS, Developer desires that the Utility provide central water, pumping, treatment and distribution service and/or central wastewater collection, treatment and disposal service for the Property;

WHEREAS, the Utility is willing to provide, in accordance with the provisions of this Agreement, central water and wastewater service to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate water and wastewater service from the Utility; and

WHEREAS, the parties wish to enter into this Agreement setting forth their mutual understandings and undertakings regarding the furnishing of water and/or wastewater service by the Utility to the Developer's Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.

2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(a) "Consumer Installation" - All facilities ordinarily on the consumer's side of the point of delivery.

(b) "Contribution-in-Aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the wastewater collection system, potable water distribution system, and reclaimed water distribution system constructed or to be constructed which Developer or owner transfers, or agrees to transfer, to Utility, if so designated by the Utility, at no cost to Utility to provide utility service to specified property.

(c) "Equivalent Residential Connection (ERC)" - A factor expressed in gallons per day (GPD) which is used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one potable water ERC is (450) GPD and one wastewater ERC is (311) GPD.

(d) "Point of Delivery" - The point where the pipes or meter of Utility are connected with the pipes of the consumer. Point of delivery for water service shall be at the consumer's side of the meter and for wastewater service at the lot or property line. Utility shall, according to the terms and conditions hereof, own all pipes and appurtenances to the point of delivery unless otherwise agreed. The pipes and appurtenances inside the point of delivery shall belong to others.

(e) "Service" - The readiness and ability on the part of Utility to furnish and maintain water and wastewater service to the point of delivery for each lot or tract pursuant to rules and regulations of applicable regulatory agencies.

3. Assurance of Title - Developer represents and warrants that he is the owner of the Property and has the legal right to grant the exclusive rights of service contained in this Agreement. Upon request, Developer agrees to deliver to Utility evidence of such ownership including any outstanding mortgages, taxes, liens and covenants.

4. Connection Charges - In addition to the contribution of any wastewater collection systems and water distribution systems, where applicable, and further to induce Utility to provide water and wastewater service, Developer hereby agrees to pay to Utility the following fees and charges, as defined in the Rate Resolution (including Service Availability Policy), upon execution of this Agreement in order to reserve capacity in the System:

(a)	Potable Water Capacity Charge:	
	($465.75 x **0.00** ERC)	$ N/A
	Alternative Water Supply Surcharge:	
	($399.65 x **0.00** ERC)	$ N/A
	SJWMD Black Creek Water Resource Charge:	
	($103.66 x **0.00** ERCs)	$ N/A
	Wastewater Capacity Charge:	
	($4,243.50 x **4.00** ERCs)	$ 16,974.00 *
	Environmental Impact Charge:	
	($410.00 x **4.00** ERCs)	$ 1,640.00 *
	Debt Service Charge:	
	($196.73 x **4.00** ERCs)	$ 786.92 *
(b)	Main Extension Charge - Water	$ N/A
	Main Extension Charge - Wastewater	$ N/A
(c)	Fire Protection Charge	$ N/A
(d)	Meter Installation Charge	$ 302.74 **
(e)	Plan Review Fee	$ 337.58
(f)	Inspection Fee	$ 539.00
(g)	Recording Fee	$ 136.56
	Total	$ 20,716.80

* - Includes 4.00 ERCs for wastewater service based on the office buildings' square footage, all in accordance with Utility's current Rate Resolution.

** - See Paragraph 36 for an explanation of the charge.

Note: Items (e) and (f) are estimates and are subject to adjustment based on actual cost incurred.

Payment of the above charges does not and will not result in Utility waiving any of its rates or rules and regulations and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Except as specifically stated, Utility shall not be obligated to refund to Developer any portion of the value of the above charges for any reason whatsoever nor shall Utility pay any interest upon the above charges paid.

Except as otherwise stated in this Agreement, neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the charges paid or to any of the water or wastewater facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of such charges, no interest payment on said charges and otherwise, are applicable to all persons or entities.

Paid capacity or connection charges may not be applied to offset any service bill or other claims of Utility.

5. On-Site Installations - On-site facilities are those located within the Property for which Developer is requesting service. Developer shall convey to Utility, if so designated by Utility, all on-site water and wastewater lines, laterals, mains, lift stations, pump stations and appurtenant facilities (collectively referred to as "Components" or "On-Site System") on the Property with all contractual guarantees relating thereto. Conveyance shall take place within a reasonable time after installation of the On-Site System but prior to Utility's obligation to provide service. Until such time as the On-Site System is conveyed, the same shall be operated and maintained by Developer. In its sole discretion, Utility may decline to accept the On-Site System, may lease the On-Site System from Developer, or agree to such other arrangement as it deems appropriate.

Utility shall have the right and obligation, at the Developer's expense, to construct and/or approve the construction of the on-site installations which shall be owned and maintained by Utility, if so designated by Utility. The Utility shall also have the right to review all plans and specifications, connections to its system and the Developer shall pay a fee equal to the Utility's actual cost to review such plans and specifications. The Utility shall have the right to inspect all phases of construction undertaken by outside contractors for facilities which are to be owned by the Utility, if so designated by Utility. The Developer will reimburse the Utility for its costs for such inspection, including all overhead associated with same. Where on-site temporary pump stations or backflow prevention devices are required, they shall be paid for one hundred percent (100%) by the Developer without any provision for refund. Utility reserves the right to require backflow prevention devices on all water service connections.

The On-Site System shall be constructed in compliance with all regulatory requirements and the specifications and requirements of Utility. No construction shall commence until Utility has reviewed and approved Developer's contractor and the plans and specifications for construction of the water and wastewater systems for the project. The proposed electrical transformer layout of the electric utility providing service must be provided to the Utility prior to commencement of construction.Developer shall guarantee Utility against defects in material and workmanship for the portion of the On-Site System to be owned by the Utility or County, if so designated by Utility. Developer shall secure from its contractor a written and fully assignable warranty that the system installed will be and remain free from all defects, latent or otherwise, with respect to workmanship, materials and installation in accordance with Utility-approved plans and specifications, for a period of two (2) years from the date of the system acceptance by the Utility, and immediately assign the same and the right to enforce the same to the Utility on or before such date.

The Developer shall also provide to the Utility, at Developer's sole expense, such maintenance bond and other form of security acceptable to Utility in such amounts approved by Utility, which by its or their express terms protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system to be and remain in effect for two (2) years from the date of the system acceptance by Utility.

In addition to any other promises, guarantees or warranties to be provided by Developer to the Utility hereunder, Developer agrees to protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system which could not have been reasonably discovered upon normal engineering inspection, to be and remain in effect for a period of two (2) years from the date of the system's acceptance by Utility.

Developer agrees to transfer to Utility, if so designated by Utility, title to all water distribution and wastewater collection systems installed by Developer or Developer's contractor, which the Utility has agreed shall be owned and maintained by it pursuant to the provisions of this Agreement and shall:

(a) Deliver a Bill of Sale and No Lien Affidavit in a form acceptable to Utility for such potable water distribution, reclaimed water distribution, and wastewater collection systems.

(b) Provide copies of invoices and Release of Liens from contractor for installation of the utility systems as well as for any repairs to the Systems which may have been caused by other subcontractors during construction.

(c) Assign any and all warranties and/or maintenance bonds as set forth herein.

(d) Provide all operations, maintenance and parts manuals, as-built plans complying with Utility's specifications, and other documents required for operation of the utility system.

(e) Convey to Utility, if so designated by Utility, easements and/or rights-of-way covering all areas in which potable water, reclaimed water, and wastewater systems are installed, with adequate legal access to same, by recordable document satisfactory to Utility.

(f) Convey to Utility, if so designated by Utility, by recordable document in form satisfactory to Utility, fee simple title to lift station and pump station sites, along with recordable ingress/egress easement documents.

(g) Provide a copy of the project Engineer's final certification of completion to the Florida Department of Environmental Protection certifying installation of all potable water and wastewater facilities in accordance with approved plans.

6. Off-Site Installations - Developer shall further construct all transmission mains, pump stations and appurtenant facilities necessary to connect the On-Site System to the nearest appropriate point in Utility's transmission system, as determined by Utility. Utility may require Developer to oversize off-site transmission mains and appurtenant facilities in a manner consistent with Utility's Wastewater System Master Plan. The costs associated with construction of over-sized facilities which provide Utility with excess capacity for the benefit of other properties may be subject to refundable advance treatment pursuant to Utility's Service Availability Policy. The same construction standards, warranty requirements, maintenance bond requirements, transfer of title by Bill of Sale, and indemnification requirements, as provided under paragraph 5 of this Agreement, shall also apply to the Off-Site installations.

7. Agreement to Serve - Upon the completion of construction of the On-Site and Off-Site Facilities by Developer, or an appropriate phase thereof, and compliance with the terms and conditions of this Agreement and Utility's Service Availability Policy, Utility will allow connection or oversee the connection of the water distribution facility and wastewater collection facility installed by Developer to the central facilities of Utility in accordance with all rules, regulations and orders of the applicable governmental authorities. Utility agrees that once it provides water and wastewater service to the customers within the Property that it will continuously provide such service, at its cost and expense, but in accordance with the other provisions of this Agreement, the then current Rate Resolution in effect for Utility, and the requirements of the governmental authorities having jurisdiction over the operations of Utility. Utility shall not be liable for any temporary interruptions in service as a result of equipment failure, emergencies or Act of God.

The covenants and agreements of Developer contained in paragraphs 5, 6 and 7 hereof shall survive Utility's acceptance of any On-site and Off-site Facilities and Utility's commencement of service to the Property. Should any such covenant or agreement of Developer in fact be outstanding following either or both of such dates, then, notwithstanding any contrary provision contained herein, Utility may, upon thirty (30) days advance written notice and demand for cure mailed to Developer, temporarily interrupt service to the Property until such outstanding covenant or agreement of Developer is satisfied in full. Utility shall not be liable for any temporary interruptions in service as a result of any action authorized or permitted by this paragraph.

8. Application for Service - Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Utility and approval for such connection has been granted.

9. Easements - Developer hereby grants and gives to Utility, its successors and assigns, including a Dependent or Independent Special District of Clay County, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain and operate the water and wastewater facilities to serve the Property in, under, upon, over and across the present and future streets, roads, alleys, utility easements, reserved utility strips and utility sites. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility. All water and wastewater collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes, and there shall be adequate legal access to same.

The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities. However, the use of such non-exclusive easements by third parties shall not interfere with Utility's utilization of same. Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the potable water, reclaimed water, and wastewater industry with respect to the installation of all its facilities in any of the easement areas.

10. Utility's Exclusive Right to Utility Facilities - Developer agrees with Utility that all potable water, reclaimed water, and wastewater facilities accepted by Utility in connection with providing potable water, reclaimed water and wastewater services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of potable water, reclaimed water, and wastewater services to other persons or entities located within or beyond the limits of the Property.

11. Exclusive Right to Provide Service - Developer shall not engage in the business of providing potable water services or sanitary wastewater services to the Property during the period of time Utility provides water and wastewater services to the Property. Utility shall have the sole and exclusive right and privilege to provide water and wastewater services to the Property and to the occupants of such residence, building or unit constructed thereon.

12. Rates - Utility agrees that the rates to be charged to Developer and individual consumers of water and wastewater services shall be those set forth in the then current Rate Resolution most recently adopted by the Board of Supervisors of the Clay County Utility Authority as may be amended from time to time. However, notwithstanding any provision in this Agreement, Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce in a reasonable manner, rates or rate schedules so established.

Notwithstanding any provision in this Agreement, Utility may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water and wastewater services to the Property. However, all such rules and regulations so established by Utility shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

13. Quality of Wastewater - All commercial facilities which discharge non-domestic type wastes into the Utility's collection system are required to meet the requirements of Resolution 2021/2022-05 (Pretreatment Resolution) with regard to waste quality. In addition, facilities with photographic development operations may be required to install and maintain a silver recovery unit in order to meet the requirements of this resolution. Discharge of floor finish stripper products and waste to the collection system requires an Industrial Pretreatment Permit issued by Utility. Developer, tenant or the Property/project owner or Lessor must inform Utility of its intent to discharge any floor finish stripper product and waste. Upon notification, a permit application will be sent to Developer, tenant or the Property/project owner or Lessor to be completed and submitted to Utility for processing. A permit fee is not required by Utility for an Industrial Pretreatment Permit. Failure to follow these procedures may result in termination of water and wastewater service.

14. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Developer shall be subject to Utility approval which shall not be unreasonably withheld provided the assignee or transferee shall acknowledge in writing that it assumes the duties and responsibilities of Developer as set forth in this Agreement.

15. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by electronic mail, and if to Developer, shall be mailed or delivered to Developer at:

Clay County Board of County Commissioners
Attn: Daniel Loos
P. O. Box 1366
Green Cove Springs, Florida 32043-1366

and if to the Utility at:

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

or such other address as specified in writing by either party to the other.

16. Laws of Florida - This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

17. Costs and Attorney's Fees - In the event the Utility or Developer is required to enforce this Agreement by court proceedings, by instituting suit or otherwise, then venue shall lie in Clay County, Florida, and the prevailing party shall be entitled to recover from the other party all cost incurred, including reasonable attorney's fees.

18. Force Majeure - In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, civil disorder, strike, embargo, natural disaster or catastrophe, unforeseeable failure or breakdown of transmission, treatment or other facilities, governmental rule, act, order, restriction, regulation, statute, ordinance, or order, decree, judgment, restraining order or injunction of any court, said party shall not be liable for such non-performance.

19. Indemnification - Developer agrees to indemnify and hold the Utility harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which it may become subject by reason of or arising out of Developer's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility's wastewater and water distribution system.

MISCELLANEOUS PROVISIONS

20. The rights, privileges, obligations, and covenants of Developer and Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

21. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Utility. No additions, alterations, or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations, or waivers are expressed in writing and duly signed.

22. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

23. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

24. The submission of this Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Utility.

25. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

26. It is because of inducements offered by Developer to Utility that Utility has agreed to provide wastewater service to Developer's project. Capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties without the written consent of Utility, except in the case of a bona-fide sale of Developer's property.

27. Utility shall, as aforesaid, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

28. The parties hereto recognize that prior to the time Utility may actually commence upon a program to carry out the terms and conditions of this Agreement, Utility may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance, and operation of Utility. The Utility agrees that it will diligently and earnestly make the necessary proper applications to all governmental authorities and will pursue the same to the end that it will use its best efforts to obtain such approval. Developer agrees to provide necessary assistance to Utility in obtaining the approvals provided for herein. Upon execution of this Agreement, Utility may require the payment of a reasonable fee to defray Utility's legal, engineering, accounting and administrative and contingent expense.

29. It shall be Developer's responsibility to provide acceptable as-built drawings of the potable water and wastewater systems installed by Developer or Utility, in accordance with Utility's standard specifications, details and notes, which are to be accepted by Utility for ownership and maintenance, as set forth in paragraph 5 (d) herein; and the Utility's charges associated with the review and quality assurance of the CAD as-built survey drawings will be paid directly by Developer's licensed underground utility contractor and shall be provided in accordance with CCUA's "As-built Specifications Standards Manual", which can be obtained from the Utility's website (www.clayutility.org). It shall be Developer's responsibility to properly instruct his contractor to contact Utility for an estimate of such charges and clarification of the required as-built drawing procedures.

30. It shall be Developer's responsibility or Developer's customers' responsibility, who utilize the project's water and wastewater service within Developer's project, to apply to Utility for service after the installation of the water and wastewater utilities have been completed and accepted by Utility. Upon completion of application for water and wastewater service and payment of the appropriate charges set forth in Utility's then current applicable Rate Resolution, including any security deposits required, service will be initiated to customers within Developer's Property.

31. Developer shall not place any conservation easements over any of the easement lands that contain the Utility's water or wastewater facilities for the project covered by this Agreement.

32. Developer shall grant an easement to Utility covering any portion of the potable water and wastewater facilities that Utility agrees to own and maintain, and Developer shall be responsible for providing the legal description for such easement to Utility.

33. The landscaping for this project (new or existing) shall not include the planting of any trees within seven and one-half feet (7 ft. 6 in.) of any water and wastewater mains to be owned by Utility.

34. This Agreement is for **wastewater service only**. All references to water service are standard language and do not apply to this Agreement.

35. Capacity charges for this project were based on the office buildings' square footage, in accordance with Clay County Utility Authority's current Rate Resolution. A supplemental agreement will be prepared to assess any additional charges to either the tenant or the Property/project owner or Lessor, based on their mutual agreement on the same, as the additional ERCs are determined for future tenants, or Property/project owner or Lessor, which require greater wastewater flows. For each supplemental agreement prepared, a service charge of $100.00 will be assessed to prepare the agreement, in addition to the above stated connection charges. At a very minimum, Developer shall report to Utility fifteen (15) days prior to each space being occupied initially or in the future, so that the wastewater ERC impact can be determined. If the impact of such tenant is greater than that calculated herein, an additional supplemental agreement shall be prepared and the additional charges paid, prior to occupancy of such tenant.

36. The Developer will be responsible for the construction necessary for the Utility to install one 5/8-inch x 3/4-inch potable meter on the Developer's well line to meter the water usage for wastewater billing purposes in a location acceptable to the Utility. The 5/8-inch x 3/4-inch water meter shall be accessible to the Utility for maintenance and meter reading purposes and shall not be subject to vehicular traffic.

37. Developer shall grant an easement to the Utility covering the 5/8-inch x 3/4-inch meter that will be installed for billing purposes.

38. Connection to the existing 8-inch force main and the construction of the wastewater infrastructure shall be installed by Developer's State of Florida Licensed Underground Utility Contractor and shall meet all of the requirements of Utility prior to Utility's acceptance for ownership and maintenance. Utility shall own and maintain the tap through the Developer's connection point at Irvin Court, as shown on the approved plans titled *Clay County Sheriff's Substation*, prepared by Tocoi Engineering, LLC, Project No. 22-544-4, as described in Exhibit "B." All wastewater mains, service lateral lines, and the private lift station servicing Developer's property, which are located upstream of Developer's connection point, shall be Developer's responsibility for ownership and maintenance.

39. The wastewater connection point being constructed is a pressure force main connection point. Therefore, it will be the Developer's project Engineer's responsibility to design and permit the proposed duplex pump station, capable of pumping Developer's flow at the required pressure condition. Developer shall connect said piping to Utility's system as shown on the approved plans titled *Clay County Sheriff's Substation*, prepared by Tocoi Engineering, LLC, Project No. 22-544-4. In addition, Developer hereby agrees to install and maintain one Flowmatic ball check valve (Model 508, epoxy coated ductile iron body) and valve box on a horizontal segment of pipe located at least two linear feet outside the duplex pump station, as well as additional Flowmatic ball check valve (Model 508, epoxy coated ductile iron body) and valve box shall be installed at Developer's point of connection. The Utility will require a copy of the pump station material submittals for review and approval prior to the Utility providing service.

Prior to the start-up of the pump station, Developer will be required to pull the pumps for Utility's inspection to ensure the proper pumps and check valves have been installed. If the proper pumps and check valves have been installed, the system start-up will be allowed to proceed. If not, Developer shall correct the pump station and check valves and call for a follow-up inspection. An additional service charge will be assessed for the follow-up inspection.

40. The Developer will own and maintain the private pumping station and check valves on the Property, and in the event of an electrical power outage, it shall be Developer's responsibility to provide backup power if continuous service is desired. Utility is in no way responsible for damages or injury, either directly or indirectly, related to sanitary sewage overflows, spills, or stoppages related to loss of electrical power or any malfunction of the privately-owned facilities.

41. Developer shall install or have installed grit/sand trap interceptors (stainless steel sand screens) for each floor drain in the facilities, in accordance with Utility's requirements for same. Developer shall also be responsible for the continued maintenance and cleaning of said grit/sand interceptors, and such interceptors shall be subject to periodic unannounced inspections by Utility. Developer's maintenance staff shall assist Utility personnel by removing the floor drain grates for this inspection of the grit/sand collectors. Developer shall maintain records of maintenance and cleaning. Those records shall be made available to the Utility upon request.

42. Where food preparation facilities or other facilities that are subject to discharge greases into the wastewater collection system are part of the development of the property, or where floor drains are connected to the wastewater collection system, Developer shall install or have installed a grease/sand interceptors for each building, meeting the requirements of the Clay County Department of Health & Rehabilitative Services and the Florida Building Code, which shall be designed and constructed in accordance with Utility's specifications for same. Such installation shall be provided by a Florida Licensed Plumbing Contractor. The grease/sand interceptor shall be designed for the facilities connected to same; however, in no event shall be the capacity be less than standard per the current Florida Building code. Developer shall also be responsible for the continued maintenance and cleaning of said grease/sand interceptor facility, and such facility shall be subject to periodic unannounced inspections by Utility. In addition, all floor drains shall be connected to the grease/sand interceptor.

43. Air conditioning condensation discharge lines and any other piping that may intentionally or unintentionally drain stormwater shall not connect to Utility's wastewater system.

44. The charges shown on page 2, paragraph 4 (a) through (f) of this Agreement are to assess the charges for *Clay County Sheriff's Substation*, as shown on the plans prepared by Tocoi Engineering, LLC. (See Exhibit "B"), and do not include any other developments (future additions, buildings, and/or out parcel projects, etc.) planned for this Property. A separate agreement will be prepared for the additional requirements of each future development on the Property when such development is initiated.

45. The construction of this project will not commence until receipt by Utility of all necessary permits and easements, and this Agreement is executed, and the charges stated herein are paid.

46. Notwithstanding anything contained to the contrary under this Agreement, Developer and Utility are both political subdivisions or agencies of the State of Florida and by entering into this contractual relationship do not waive any defense of sovereign immunity or increase the limits of its liability. This contract does not require either party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence.

47. This Agreement will need to be executed by Developer and the charges paid (shown on page 2 of the Agreement) prior to October 1, 2025, and the construction of the utilities shall be commenced prior to October 1, 2025, or this Agreement will be subject to any Service Availability charge increases currently approved, which may be applicable or which may be approved by Utility's Board of Supervisors for the next fiscal year beginning October 1, 2025; and this Agreement is subject to any material cost increases which Utility may experience after October 1, 2025.

[Signatures Begin Next Page]

IN WITNESS WHEREOF, Developer and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

Witness: _____
Print Name: Christine M Barnett

Witness: _____
Print Name: Courtney K Grimm

ATTEST:
_____
Tara Green
Clay County Clerk of Court and Comptroller
Ex officio Clerk to the Board

DEVELOPER:
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida

By: _____ (Seal)
Betsy Condon, Chairman

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of August 2025, by **BETSY CONDON** as **CHAIRMAN** of **CLAY COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, who is personally known to me or has produced _____, as identification.

_____
Print Name: Teresa L Capo
Notary Public
State of FLA at Large
My Commission Expires:

TERESA L. CAPO
Commission # HH 217640
Expires February 24, 2026

WITNESSES:

Witness: _____
Print Name: Andrew H Mitchell

Witness: _____
Print Name: Jennifer Cron

UTILITY:
CLAY COUNTY UTILITY AUTHORITY

By: _____
Jeremy D. Johnston, P.E., M.B.A.
Executive Director

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25th day of August, 2025 by **JEREMY D. JOHNSTON**, as **EXECUTIVE DIRECTOR** of the **CLAY COUNTY UTILITY AUTHORITY**, who is personally known to me.

Notary Public State of Florida
Andrew H Mitchell
My Commission
HH 190802
Exp.10/25/2025

_____
Print Name: Andrew H Mitchell
Notary Public
State of Florida at Large
My Commission Expires: 10/25/25

BK: 4965 PG: 2005

CLAY COUNTY SHERIFF'S OFFICE SUBSTATION
3799 IRVIN COURT

Parcel Number: 31-04-25-008095-000-00
Official Records Book 1659, pages 1850-1851

EXHIBIT "A"

A parcel of land situated in the East 1/2 of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the Northwest corner of said East 1/2 of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence on the West line thereof run South 00 degrees 22 minutes 58 seconds East 259.15 feet to the Northwesterly line of State Road No. 21; thence on said Northwesterly line run the following three courses: (1) North 52 degrees 46 minutes 31 seconds East 49.37 feet; (2) on the arc of a non-tangent curve concave to the Southeasterly and having a radius of 5,891.58 feet, a chord distance of 281.61 feet, the bearing of said chord being North 52 degrees 41 minutes 33 seconds East; (3) North 58 degrees 34 minutes 31 seconds East 111.26 feet to the North line of said East 1/2 of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence on last said line run North 89 degrees 54 minutes 20 seconds West 249.24 feet; thence run South 00 degrees 02 minutes 47 seconds West, to and along a party wall and along a Southerly prolongation thereof, 90.64 feet; thence run North 89 degrees 57 minutes 13 seconds West 84.90 feet; thence run North 00 degrees 02 minutes 47 seconds East 90.71 feet to the North line of the East 1/2 of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence on last said line run North 89 degrees 54 minutes 20 seconds West 25.83 feet to the Point of Beginning.

X:\Service Availability\Developer Agreement Master File\Developer Agreements\DA.Sheriff's Substation.3799 Irvin Court.doc
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EXHIBIT "B"

DESCRIPTION OF APPROVED CONSTRUCTION PLANS
(Less and except plans to be replaced due to minor changes required)

Project: Clay County Sheriff's Substation

Engineer: Charles Sohm, P.E.
Tocoi Engineering, a Baxter & Woodman Company
714 North Orange Avenue
Green Cove Springs, Florida 32043

Date: June 24, 2025

Engineer Drawing Number	Description	Latest Engineer Approved Plan Date
1	Cover Sheet	06/27/2025
2A-2B	General Notes	06/27/2025
3	Existing Ground	06/27/2025
4	Demolition Plan	06/27/2025
5	Utility Plan	06/27/2025
6	Erosion Control Details	06/27/2025
7A	Pump Details	06/27/2025
7B	Standard Water and Sewer System Details	06/27/2025
7C	Standard Water Casing, Crossing Pipe Details	06/27/2025
7D	Standard Locator Wire Details	06/27/2025
8	SWPP Contractor Requirements	06/27/2025
9	SWPP Contractor Certification	06/27/2025

X:\Service Availability\Developer Agreement Master File\Developer Agreements\DA-Sheriff's Substation 3799 Irvin Court.doc
Last printed 7/31/2025 3:49 PM

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Project Highlights for 1-5-26_final	Backup Material	1/7/2026	Project_Highlights_for_1-5-26_final.ADA_aw.pdf
🗋	Current_Projects_Milestone_1-5-26	Backup Material	1/7/2026	Current_Projects_Milestone_1-5-26.ADA_aw.pdf
🗋	Board Update BTP 01-13-2026, FINAL	Backup Material	1/9/2026	Board_Update_BTP_01-13-2026__FINAL.ADA_aw.pdf
🗋	Engineering Project Highlights 01_13_2026	Backup Material	1/9/2026	Engineering_Project_Highlights_01_13_2026.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	1/7/2026 - 4:15 PM	Item Pushed to Agenda

Capital Projects

Physical Address:
477 Houston Street,
Green Cove Springs,
Florida 32043

Mailing Address:
P. O. Box 1366,
Green Cove Springs,
Florida 32043

Phone: 904-529-4129

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com

January 5, 2026

To: Clay County Board of County Commissioners

From:

Ed Dendor, Director of Capital Projects
Richard Smith, Engineering Director
Eric Pope, Public Works Director
Justin Pierce, Parks and Recreation Division Director
Gene Price, Facilities Operations and Maintenance Division Director
Eric Jones, Director of Grounds and Maintenance

Project Highlights & Updates, as of January 5, 2026

General Statistics of Workday Line-Item listing:

Count:	General Categories:
59	Direct Purchases (Items, Assessments, Services)
46	Furnish and Install (Equipment)
157	Conceptualize, Design & Construct (Projects)
262	Total Line Items in Workday Report

FY 25-26 Projects Budget: $208,785,190

Operating Department	Budget
Animal Services	$14,320,725
Building Dept	$9,332,117
CCSO	$13,622,357
Clay Behavioral	$1,713,691
Community Services	$133,273
Courthouse	$3,383,127
Economic Dev	$1,037,218
Engineering	$84,552,779
Environmental	$2,031,004
Facilities	$152,142
Grants	$3,866,698
Grounds Maint	$544,767
Library	$3,789,992
Mgt Info Systems	$2,891,145

Operating Department	Budget
Mgt Info Systems	$2,891,145
Multiple	$500,000
OMB	$100,000
Parks	$14,882,251
Personnel	$103,740
Planning	$368,493
Property Appraiser	$70,000
Pub Works	$1,772,950
Public Safety	$48,270,427
Purchasing	$774,228
Risk Management	$35,000
Tax Collector	$467,066
Tourism	$70,000
Grand Total	**$208,785,190**

Capital Projects has 81 Projects in FY 25-26 with $95,250,663 total budget:

Customer Department	Budget
Animal Services	$14,320,725
Building Dept	$9,332,117
CCSO	$6,149,278
Clay Behavioral	$1,713,691
Courthouse	$3,383,127
Environmental	$2,031,004
Facilities	$32,142
Library	$3,600,000
Multiple	$500,000
Parks	$14,754,659
Personnel	$43,740
Public Safety	$38,923,114
Tax Collector	$467,066
Grand Total	**$95,250,663**

Public Safety Bond:

Spend Goal: $65M by June 2027

Spent to Date: $13.9M or 21% of $65M

Vertical Projects- Conceptualize, Design and Construction:

- **PRJ100210 Animal Services Shelter,** District 1 – John Sgromolo. The project consists of constructing a 32,000 sq. ft. single-story Animal Services Shelter and Care Facility. The project is located at 2511 County Road 220, Middleburg. Currently the contractor is installing the roof, and the overhead electrical and ductwork. This project is currently 67% complete.





- **PRJ100357 Fire Station 22**, District 1 – John Sgromolo. This project consists of designing and building a new 5 Bay Fire Station off of CR 220 and Arena Road. The project is steadily progressing and is currently on schedule to complete fall this year. The contractor is wrapping up the installation of the interior block walls, stormwater system, and pouring the concrete driveway. Within the next two weeks they will begin installing the exterior block walls, finish up the tie beam installation, and will begin framing the roof.




- **PRJ100558 4th Floor Entry and Design - Courthouse,** District 5 – Kristen Burke. This project consists of building-out and renovating approximately 17,000 square-feet of the Clay County Courthouse located in Green Cove Springs, FL. The scope also includes security enhancements to the entry and exit points. Construction progress is currently at 40%, with completion anticipated in Fall 2026.



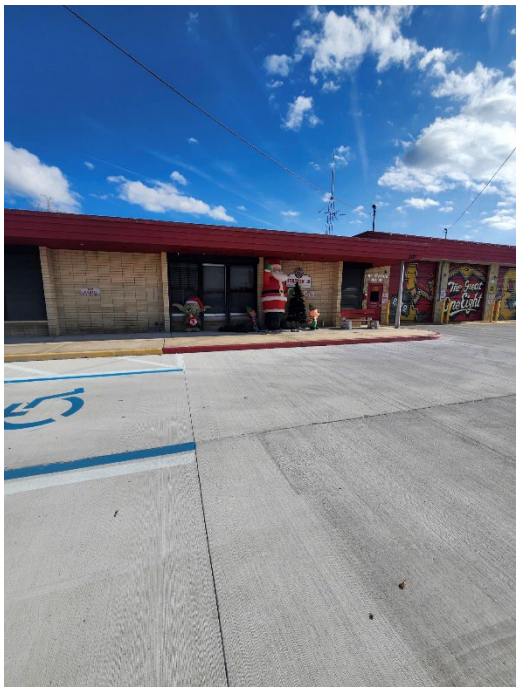


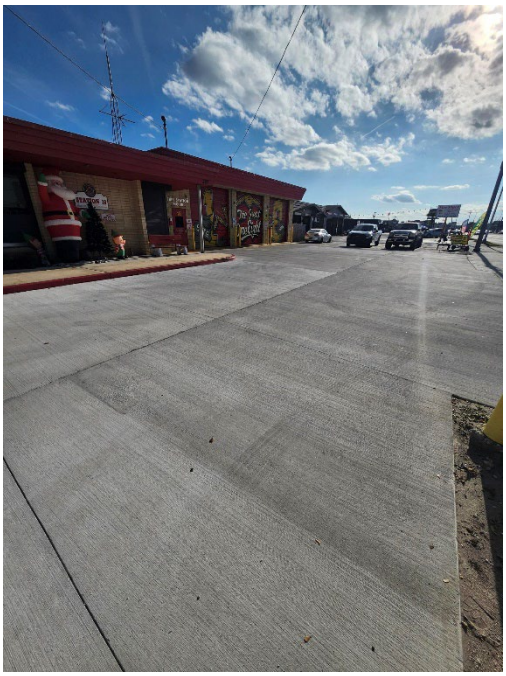
- **PRJ100669 Omega Park CCUA Connection,** District 4 – Betsy Condon. The project will convert the existing septic tank, septic field and well water system to both CCUA sewer and water services at

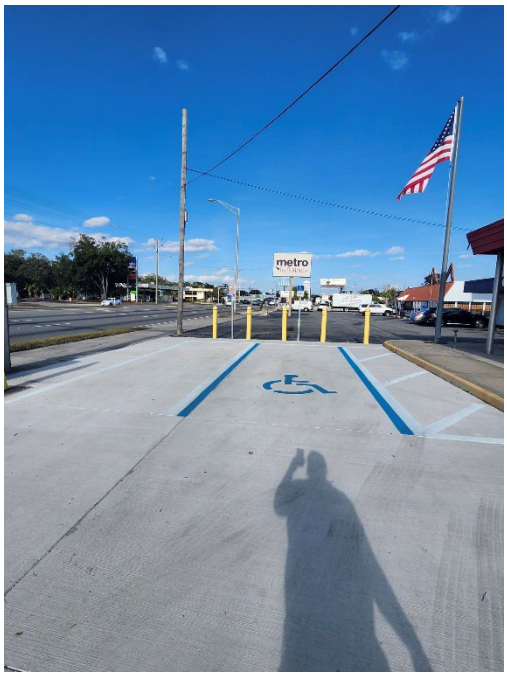
County Road 218. Construction contract was awarded to Advantage Contracting Group on December 9th.

- **PRJ100810 Fire Station 18 Front Parking Lot,** District 3 – Jim Renninger. This project consisted of demolishing and removing approximately 4,500 sq. ft. of old dilapidated asphalt and base materials from the front parking lot of Fire Station 18 located at 207 Blanding Blvd. Once the old asphalt and base material was removed, it was replaced with 6" of heavy duty 4000psi concrete. The parking lot was then re-striped and new signage added. This was a much-needed project due to large trucks entering and leaving the station which caused the asphalt to be damaged beyond repair. This project is now 100% complete.









Roadway and Trail Projects - Conceptualize, Design & Construct:
To be presented by Richard Smith.

FDOT Update:
To be presented by Richard Smith.

Project Name	Project Description	Project Current Phase
Storm Water Study	Clay County Storm Water Study	Pre-Construction/Procurement > Pre-Construction/Procurement
Health Department Buildings Renovations-ARPA	Clay County Health Department provides a range of services to the community. Some services are free, or based on a sliding scale fee.	Post-Construction/Delivery > Post-Construction/Delivery
CR218 Extension	This project involves the extension of CR218 in Clay County- Cathedral Oaks	Scope > Scope (03/01/2025 - 09/30/2025)
CR220 Resurfacing Restoration And Rehabilitation Swim Pen Creek	This projects cover the RRR of CR 220 from Swimming Pen Creek to US 17	Construction/Delivery > Construction/Delivery
First Coast Connector CR315 To First Coast Expressway	Construction of the First Coast Connector CR315 To First Coast Expressway	Construction/Delivery > Construction/Delivery
Cheswick Oaks Avenue Extension	Design and construction to connect Cheswick Oaks Avenue to Oakleaf Plantation Parkway.	Scope > Scope (10/01/2025 - 09/30/2026)
LAP Project Management - Intersection Design CR220		Post-Construction/Delivery > Post-Construction/Delivery
CR220 - Henley Road To Knight Boxx	This projects included improvements on CR220 - Henley Road To Knight Boxx	Construction/Delivery > Construction/Delivery (01/20/2025 - 08/13/2026)
Flood Mitigation Assistance (FMA) 4055 Lazy Acres Rd	This project covers the Flood Mitigation projects being completed at Lazy Acres	Pre-Construction/Procurement > Pre-Construction/Procurement
CR218 Wide Pinetree Cosmo	This projects provides roadway, utility relocation, and drainage design and construction (and other miscellaneous work) on CR 218 from Cosmos Avenue to Pine Tree Lane in Middleburg, Florida	Construction/Delivery > Construction/Delivery
Solid Waste Materials Recovery Facility Improvements	This project covers the upgrades to the solid waste materials recovery facility	Construction/Delivery > Construction/Delivery (02/04/2025 - 11/17/2025)
Homestead Road Drainage - Tanglewood	Homestead Road Drainage - Tanglewood	Post-Construction/Delivery > Post-Construction/Delivery
CR209 - US17 To CR315 B	This project covers the conversion to 4 lanes of CR 209 from Peters Creek S to US 17	Construction/Delivery > Construction/Delivery
Fairgrounds Events Center	This projects covers infrastructure improvements for the Clay County Fairgrounds	Design > Design
Fairgrounds Sewer Improvements	This project covers the improvements at the Clay County Fairgrounds, including but not limited to, sewer and water improvements.	Design > Design (03/24/2025 - 06/23/2025)
SR23/Frontage Trail Ridge	This project covers the SR 23 Frontage Road at Trail Ridge.	Pre-Design > Pre-Design

Project Name	Project Description	Project Current Phase
Jail 2nd and 3rd Floor Renovations	Project shall consist of the design and construction of renovations to the Clay County Jail to provide secure inmate housing space and maximize the number of additional inmate beds for the Clay County Jail. The Project shall include the renovation of existing spaces into dormitories to provide immediate relief for additional housing. Services includes design Services and post-design Services during the construction of the Project. The design Services shall be performed by the Consultant at an accelerated pace within 3 months in accordance with Consultant's Proposal.	Design > Design (01/15/2025 - 05/07/2025)
Keystone Heights Lakes Projects	This project is a supportive project related to restoring the lake levels in Keystone Heights.	Construction/Delivery > Construction/Delivery
Regional Sports Complex	This project is for the design and construction of a multi-phase regional sports park for Clay County. T	Design > Design (05/30/2025 - 05/30/2025)
College Resurfacing Restoration And Rehabilitation CR220 To SR21	This project covers the RRR on College Drive from SR 21 to CR 220	Post-Construction/Delivery > Post-Construction/Delivery
Tumbleweed Drive - Tanglewood Village Drainage	Tumbleweed Drive - Tanglewood Village Drainage	Post-Construction/Delivery > Post-Construction/Delivery
First Coast Connector From US17 To CR315	Construction of the FCC from Maryland Ave. to US17	Pre-Construction/Procurement > Pre-Construction/Procurement (09/30/2024 - 09/30/2024)
Station 20 Green Cove Springs	This project is to design and construct Fire Station 20 in the Green Cove Springs area of Clay County.	Post-Construction/Delivery > Post-Construction/Delivery (09/26/2025 - 09/26/2025)
Animal Services Building	The Project shall consist of the construction of Clay County Animal Services Shelter and Care Facility ("Shelter"), which shall include, but not be limited to, kennels, offices, and medical space for veterinarian services. The Shelter will be placed on property owned by the County located at 2511 County Road 220, Middleburg, Florida 32068. The size of the Shelter is estimated to be between 28,000 and 32,000 square feet.	Construction/Delivery > Construction/Delivery (04/01/2025 - 10/29/2026)
Sidewalk - CR218 Clay Hill Elementary to Taylor Road	This projects covers the installation of sidewalks from Clay Hill Elementary to Taylor Road along County Road 218.	Post-Construction/Delivery > Post-Construction/Delivery
CR209 - CR315 B - Sandridge	Upgrades to CR 209 from Peters Creek to Sandridge	Construction/Delivery > Construction/Delivery
Fire Station 24 - Virginia Village	Project shall consist of the design and construction of the new Clay County Fire Station 24, located at the intersection of Sweat Road and CR 226. The total area of Fire Station 24 will be approximately 13,000 square feet.	Design > Design

Project Name	Project Description	Project Current Phase
Knight Boxx and CR220 Drainage Improvements	Knight Boxx and CR220 Drainage Improvements	Post-Construction/Delivery > Post-Construction/Delivery
Fire Station 15 - Lake Asbury	This project is to cover the design and construction of fire station 15 in the Lake Asbury area of Clay County.	Design > Design (04/07/2025 - 04/07/2025)
CR220 - SR21 To Henley	This project covers the upgrades to CR 220 from SR 21 to Henley Rd	Construction/Delivery > Construction/Delivery (12/18/2024 - 03/08/2026)
LAP Project Management - Sidewalk CR218	This projects covers the installation of sidewalks from Clay Hill Elementary to Taylor Road along County Road 218.	Post-Construction/Delivery > Post-Construction/Delivery
Radar Road US17 to Town Center Boulevard	Extending Radar Road from US 17 to Town Center Blvd	Design > Design (07/26/2024 - 05/05/2025)
Sandridge - Henley - CR209	Upgrades to CR 739B from Henley Rd to West of CR 209	Construction/Delivery > Construction/Delivery
CR220 Baxley To Henley	Upgrades to CR220 - Baxley Rd. to west of Henley Rd.	Pre-Construction/Procurement > Pre-Construction/Procurement
Mobility Project - NS3 and EW1 Project 8		Scope > Scope (10/01/2024 - 09/30/2025)
Radio Tower Upgrades	This project includes the upgrades to the following tower: Keystone.	Construction/Delivery > Construction/Delivery (12/12/2023 - 09/30/2025)
Oakleaf / Eagle Landing Signal	This project includes the Oakleaf / Eagle Landing Signal	Post-Construction/Delivery > Post-Construction/Delivery
CR220 - Quadrant Intersection	This project covers the CR220 - Quadrant Intersection	Construction/Delivery > Construction/Delivery (12/18/2024 - 03/08/2026)
Fairgrounds - FDACS Livestock Pavilion Infrastructure	This project covers the infrastructure for the livestock pavilion.	Construction/Delivery > Construction/Delivery (02/14/2025 - 02/01/2026)
Greenwood Drainage Improvements	Greenwood Drainage Improvements	Post-Construction/Delivery > Post-Construction/Delivery
Fire Station 22 - Fleming Island	This project is to cover the design and construction of Fire Station 22 in the Fleming Island area of Clay County.	Design > Design
Neptune Park Phase II	This phase include a new ball field, parking expansion, storage and a playground.	Construction/Delivery > Construction/Delivery
Burn Building	This project will cover the cost of securing/building a burn building. These buildings are used in training Clay County Fire Rescue members.	Design > Design

Project Name	Project Description	Project Current Phase
Storm Water Infrastructure Study	Storm Water Infrastructure Study for Clay County	Construction/Delivery > Construction/Delivery (01/01/2025 - 06/30/2025)
Greenway Trail	This project includes the Design of trail from Live Oak LN to Jennings Park	Construction/Delivery > Construction/Delivery
Building Department Building	items related to the new building department building	Construction/Delivery > Construction/Delivery (11/15/2024 - 01/14/2026)
Moccasin Slough Tower Boardwalk	Moccasin Slough is located off of Highway 17. This 255-acre park invites you to explore the trails, one fitness trail, a playground and a covered pavillion.	Design > Design (07/07/2022 - 06/30/2025)
Clay County Flooding Vulnerability Assessment	This project includes flooding vulnerability assessment tied to the ARPA Storm water Study	Post-Construction/Delivery > Post-Construction/Delivery
Greenway Trail Construction Grant (FDOT)	This project includes paving Live Oak Lane, parking areas, restroom facilities, trails	Construction/Delivery > Construction/Delivery
LAP - CR220 Intersection Improvements - Lakeshore Dr. to Old Hard Rd.	This project includes CR220 Intersection Improvements - Lakeshore Dr. to Old Hard Rd.	Construction/Delivery > Construction/Delivery
Pedestrian Improvements on Evergreen Lane	This project cover the Design of Pedestrian Improvements on Evergreen Lane	Pre-Construction/Procurement > Pre-Construction/Procurement
Parks - Island Forest Playground	This project includes a playground at Island Forest Park	Post-Construction/Delivery > Post-Construction/Delivery
Parks - Walter Odum Park - Drainage Improvements	This is for DESIGN. Walter Odum Community Park is a 6.5 acre facility that is leased to the Police Athletic League of Clay County, Inc. The PAL provides; Youth Baseball Flag Football Youth Football Summer Basketball Youth Cheerleading This project is to cover drainage improvements to the park.	Construction/Delivery > Construction/Delivery
Parks - Eagle Harbor - Drainage Improvements	This project includes drainage improvements at the Eagle Harbor park-DESIGN	Construction/Delivery > Construction/Delivery
Parks - Ronnie Van Zant - Dock Replacement & Erosion Control/Stabilization	The Ronnie Van Zant Memorial Park is a public memorial park located in Lake Asbury, Clay County, Florida. The park was built in memory of Ronnie Van Zant, vocalist of Southern rock group Lynyrd Skynyrd and is located off of Sandridge Road.	Post-Construction/Delivery > Post-Construction/Delivery

Project Name	Project Description	Project Current Phase
Network Security Upgrades	This project covers Cyber Security Enhancements	Post-Construction/Delivery > Post-Construction/Delivery
FEMA Hazard Mitigation - Indigo Branch Drainage - Design	This project covers FEMA Hazard Mitigation - Indigo Branch Drainage - Design	Design > Design
Multi Factor Authentication Implementation	The Multi-Factor Authentication (MFA) project strengthens the security of our systems by requiring users to verify their identity through a second step—such as a code sent to their phone or physical key—beyond just a password. This added layer of protection helps prevent unauthorized access, even if a password is stolen or compromised. The goal is to safeguard sensitive data, improve cybersecurity resilience, and protect both employees and county services from increasing cyber threats.	Construction/Delivery > Construction/Delivery (09/30/2025 - 09/30/2025)
National Fitness Campaign Grant 2023	National Fitness Campaign Grant Purchase, install and launch outdoor Fitness Court.	Pre-Design > Pre-Design
Middleburg Colored School Grant	Middleburg Colored School Funds will be used to hire a historic preservation architect to conduct a historic structure report.	Pre-Design > Pre-Design (05/27/2025 - 10/01/2026)
Tax Collector Office - Orange Park	This project covers the costs related to the tax collector office in Orange Park	Construction/Delivery > Construction/Delivery (02/17/2025 - 12/15/2025)
Tax Collector Office - Keystone Heights	This project covers the design and construction/updates for the tax collectors office in Keystone Heights.	Construction/Delivery > Construction/Delivery (02/11/2025 - 11/28/2025)
Americans with Disabilities (ADA) Plan	This project covers the ADA Plan	Construction/Delivery > Construction/Delivery
Black Creek Bike Trail	This project covers Black Creek Bike Trail	Construction/Delivery > Construction/Delivery
Bridge 710053 North Chickory Ave	This project covers repairs and maintenance to the bridge located on N Chickory Ave	Scope > Scope
CAD Implementation	This covers the CAD Implementation project.	Construction/Delivery > Construction/Delivery (09/30/2025 - 09/30/2025)
Video Storage and Camera System Upgrades - MIS	This project covers various Video Storage and Camera systems upgrades. Including, but not limited to, Cameras for the Libraries and Administration Building	Post-Construction/Delivery > Post-Construction/Delivery
Camp Chow Septic Tank Stabilization	This project covers the Camp Chow Septic Tank Stabilization	Scope > Scope
College Drive Initiative (CDI) Charrette	This is related to the College Drive Initiative projects.	Pre-Construction/Procurement > Pre-Construction/Procurement
Drainage Oakleaf Sports Complex	This project covers Drainage Oakleaf Sports Complex	Design > Design

Project Name	Project Description	Project Current Phase
Emergency Management Overhang	This project covers tasks related to the emergency management overhang located at the EOC	Design > Design
Bridge Maintenance	This project is related to bridge maintenance and repairs.	Scope > Scope
Bridge 710048 Old Carter Road	This project is related to bridge maintenance and repairs.	Scope > Scope
Bridge 714056 CR209 North Haven Rd	This project is related to bridge maintenance and repairs.	Scope > Scope
Camera System Upgrades - Environmental Services	This project covers camera systems upgrades at the environmental services areas.	Post-Construction/Delivery > Post-Construction/Delivery (07/30/2025 - 08/01/2025)
Camp Chow Board Walk Repairs	This project covers the Camp Chow Board Walk Repairs	Scope > Scope
Camp Chow Building Repairs	This project covers building improvements at Camp Chow	Pre-Construction/Procurement > Pre-Construction/Procurement
Carl Pugh Drainage	This covers projects related to the Carl Pugh Drainage project	Design > Design
Doctors Lake Site Improvements	This project covers the site improvements for Doctors Lake.	Design > Design
Extrication Equipment	This project covers the purchasing of extraction equipment related to public safety.	Pre-Construction/Procurement > Pre-Construction/Procurement
Fire Master Plan	This project covers the cost associated with a master fire plan	Construction/Delivery > Construction/Delivery
Camp Chow Roadway Improvements	This project covers roadway improvements at Camp Chow	Post-Construction/Delivery > Post-Construction/Delivery
HVAC - Administration Building	This project covers costs associated with the Administration Building HVAC system	Post-Construction/Delivery > Post-Construction/Delivery
Environmental Center Compactors	This project is to replace four (4) aging 40-yard compactor receiver boxes currently in operation at each ECC.	Pre-Construction/Procurement > Pre-Construction/Procurement
Floor and Counter Replacements - Administration Building	This project covers costs associated with the floor and counter replacements in the admin building	Construction/Delivery > Construction/Delivery
Fire Rescue Storage Sheds	This project covers costs associated with the purchasing of storage sheds for Fire Rescue	Scope > Scope
Fox Meadow Playground	This project covers the purchase and installation of the fox meadow playground	Construction/Delivery > Construction/Delivery (06/28/2024 - 08/31/2025)
Front Elevators Modernization - Administration Building	This project covers costs associated with the modernization of the front elevators at the admin building	Post-Construction/Delivery > Post-Construction/Delivery
Mobile Command Post Refurbish	This project covers costs associated with the refurbishment of the mobile command post.	Pre-Construction/Procurement > Pre-Construction/Procurement
Mobile Radio Tower	Placeholder for tower maintenance	Post-Construction/Delivery > Post-Construction/Delivery
Fleming Island Library HVAC	This project covers the Fleming Island Library HVAC system.	Pre-Construction/Procurement > Pre-Construction/Procurement

Project Name	Project Description	Project Current Phase
Godbold Building Repairs	This project covers costs associated with the repairs to the Godbold Building.	Pre-Construction/Procurement > Pre-Construction/Procurement
Green Cove Springs Fuel Station	This project covers costs associated with the Green Cove Springs Fuel Station	Post-Construction/Delivery > Post-Construction/Delivery
Plantation Oaks Maintenance Shed	this project covers the Plantation Oaks Maintenance Shed	Scope > Scope
Exterior Building Sealant	This project covers costs associated with the exterior building sealant	Construction/Delivery > Construction/Delivery
Monument Signs	PLACEHOLDER-This projects serves as a placeholder for various monument signs within the county	Pre-Construction/Procurement > Pre-Construction/Procurement
Regional Sports Equipment	This project covers costs associated with the Regional Sports Equipment	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
Public Safety Training Relocation	This project covers costs associated with the relocation of Public Safety Training	Post-Construction/Delivery > Post-Construction/Delivery
Air Conditioning - Ducts - Controls - Old Side	This project covers costs associated with the air conditioning and ducts at the court house	Construction/Delivery > Construction/Delivery
Oakleaf Library	This project covers costs associated with the new library in Oakleaf	Pre-Design > Pre-Design (11/12/2024 - 08/12/2025)
Oakleaf Playground	This project covers the oakleaf playground	Construction/Delivery > Construction/Delivery
Regional Park	This project covers costs associated with the regional sports complex	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
Resurfacing Recreational Courts	Striping or restriping, painting or repainting, coating, sealing, or repairs to court surfaces and amenities. Demolition will be approved on a case-by-case basis.	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
Athletic Fields Safety Netting	This project covers Athletic Fields Safety Netting	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
Sports Venues Scoreboards	This project covers Sports Venues Scoreboards	Pre-Construction/Procurement > Pre-Construction/Procurement
Sidewalk Repair Services	This project covers costs associated with various sidewalk repairs.	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
Radio Tower Equipment Replacement	This project serves as a placeholder for radio tower equipment replacement and maintenance.	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
Relocate Girl Scout Building	This project covers the costs associated with relocating the Girl Scout building at Camp Chow	Construction/Delivery > Construction/Delivery

Project Name	Project Description	Project Current Phase
Treehouse #1 Replacement	This project covers the Treehouse #1 Replacement designs	Design > Design (12/20/2024 - 07/05/2025)
Vehicles for Special Response	This project covers costs associated with purchasing vehicles for special response	Pre-Construction/Procurement > Pre-Construction/Procurement
Fire Station 1 - Branan Field	This project covers the tasks associated with Fire Station 1	Construction/Delivery > Construction/Delivery
Servers	This project covers costs associated with the county servers	Pre-Construction/Procurement > Pre-Construction/Procurement
HVAC - Agriculture Agent	This project covers costs associated with HVAC unit at the agricultural agent facility	Post-Construction/Delivery > Post-Construction/Delivery
4th Floor and Entry Design and Renovation	This project covers costs associated with design and reno of the 4th floor entrance	Design > Design (10/24/2023 - 04/04/2025)
Live Oak Construction	This project covers live oak construction projects	Construction/Delivery > Construction/Delivery
Clay County Greenways Expansion	This project code covers the Clay County Greenways expansion project.	Construction/Delivery > Construction/Delivery
Spencer Industrial Complex	This project covers costs associated with spencer industrial complex	Pre-Construction/Procurement > Pre-Construction/Procurement (02/06/2025 - 03/25/2025)
Substance Use Disorder Recovery Center	This project covers costs associated with SUD Recovery Center at the Bear Run Facility	Design > Design
Way Free Clinic - Mobile Medical	This project covers costs associated with the mobile unit for the Way Free Medical Clinic.	Post-Construction/Delivery > Post-Construction/Delivery
Sidewalks - Construction	This project code covers the construction of sidewalks throughout Clay County	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
Drainage - Storm Water	This project is a placeholder for various storm water drainage improvements and maintenance projects throughout the county.	Scope > Scope (10/01/2025 - 09/30/2026)
Gun Range - Shed	This project covers the shed at the gun range	Design > Design (11/25/2024 - 05/13/2025)
Portables	This project covers the portables at the gun range including the driveway installation to access designed ADA parking spaces.	Design > Design (11/26/2024 - 05/13/2025)
Greenway Expansion	Design, Construction, and CEI of Clay County Greenway Expansion from Live Oak Lane, to Jennings State Forest. This will include parking areas, restroom facilities, trails, and other associated needs.- PLACEHOLDER	Construction/Delivery > Construction/Delivery
Administration Building - 3rd and 4th Floor Renovation	This project is for the design and renovation of the 3rd and 4th Floor Admin building.	Scope > Scope

Project Name	Project Description	Project Current Phase
Multi-Agency Storage Warehouse	Storage warehouse to be used by multiple agencies within the County.	Scope > Scope
Sidewalk - Doctors Inlet Elementary School	This project covers costs associated with the sidewalk project at Doctors Inlet Elementary School	Post-Construction/Delivery > Post-Construction/Delivery
Fire Station 18 - Bathroom Remodel	This project covers costs associated with remodel of the bathroom at fire station 18	Post-Construction/Delivery > Post-Construction/Delivery
CCSO Building 500 Build Out	This project covers the CCSO Build Out of Building 500 on Town Center Blvd in Fleming Island.	Design > Design (05/15/2024 - 08/11/2025)
Fire Station 14 - Kitchen Renovation	This covers tasks associated with the fire state 14 kitchen renovation project.	Post-Construction/Delivery > Post-Construction/Delivery
Gun Range - Shooting Lane Grade Work & Gutters	This project covers shooting lane grade work at the Clay County Gun Range as well as other shooting lane activities.	Design > Design (11/26/2024 - 05/25/2025)
Gun Range - Road Monument Sign	This project covers costs associated with a road monument sign for the Gun Range	Design > Design (11/26/2024 - 05/25/2025)
Flock Cameras - Parks & Recreation	Placeholder to cover flock cameras for various parks throughout the county	Procurement/Delivery > Procurement/Delivery (10/01/2024 - 09/30/2025)
Boat Ramp Storm Damage Repairs	This project is associated with boat ramp storm damage repair tasks.	Design > Design
Island Forest Basketball Court Demolition and Rebuild		Post-Construction/Delivery > Post-Construction/Delivery
Thunderbolt Park Playground	Installation of new exterior commercial playground equipment with shade structure.	Post-Construction/Delivery > Post-Construction/Delivery
Hunter Douglas Playground	This project covers costs associated with the playground at Hunter Douglas Park	Post-Construction/Delivery > Post-Construction/Delivery
Parks System Master Plan	This project covers the implementation of the Parks System Master Plan	Post-Construction/Delivery > Post-Construction/Delivery
Fire Station 14 - Parking Lot Paving	This project covers the parking lot paving of FS 14	Post-Construction/Delivery > Post-Construction/Delivery
SUNTrail Long Bay - Old Jennings to Live Oak Lane	This project covers costs associated with SUNTrail Long Bay from Old Jennings to Live Oak Lane	Design > Design
Thunderbolt Park Well	This project covers costs associated with the well at Thunderbolt Park	Pre-Construction/Procurement > Pre-Construction/Procurement
Omega Park - CCUA Connection	This project covers the planning and design services for the Clay County Omega Park CCUA connection	Design > Design
Chiller Coil Replacement at EOC	This project covers costs associated with replacing the chiller coil at the EOC	Construction/Delivery > Construction/Delivery
Middleburg Substation Lift Station	Design and construction of lift station for Sheriff's Office Middleburg substation.	Construction/Delivery > Construction/Delivery

Project Name	Project Description	Project Current Phase
County Building Analysis	To have subject matter experts evaluate current conditions of County buildings to determine future planned projects.	Scope > Scope
Godbold Building Renovations and CCUA Transition	Building upgrades included kitchen for educational classes	Design > Current Status (09/16/2025 - 09/16/2025)
Way Free Medical Clinic Demolition	demolition of the Way Free Medical Clinic building	Construction/Delivery > Construction/Delivery (01/29/2025 - 03/15/2025)
Brush Truck Conversions	To purchase skid packs and specialized equipment to convert old rescue units or one ton or larger pickup trucks into wild land response vehicles.	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
Fire Station 13 Front Room Renovation	To renovate large front room to create new bunk room and storage.	Pre-Design > Pre-Design
Aging True - Green Cove Springs HVAC	Replace 20 ton unit	Post-Construction/Delivery > Post-Construction/Delivery
Amenity Sunshades	Installation of shade structures over various playground equipment, bleachers, and park amenities.	Pre-Construction/Procurement > Pre-Construction/Procurement
Parks and Recreation Special Events Equipment	Various equipment and supplies for Parks and Recreation large scale events.	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
Building Maintenance Equipment Storage	Storage facility to house equipment to increase longevity of the equipment	Scope > Scope
Upgrade Cyber Security Platform	Hardware, software and professional services upgrades	Pre-Construction/Procurement > Pre-Construction/Procurement
Aging True - Green Cove Springs Pressure Cleaning	Pressure clean building	Post-Construction/Delivery > Post-Construction/Delivery
Bleacher and Bench Replacement	Replacement and standardization of bleachers and benches at various diamond fields	Scope > Scope
Parks and Recreation Program Equipment	Various equipment and supplies for Parks and Recreations programs	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
Park and Recreation Pressure Washing	Pressure washing services for park playgrounds, pavilions and courts.	Scope > Scope (10/01/2024 - 09/30/2025)
Aging True - Orange Park Parking Lot Lights	Replace exterior lights in parking lot	Scope > Scope
Pond to Park	Designs and construction to include walking path around College Drive.	Scope > Scope (10/01/2025 - 09/30/2026)
Fleming Island Library Parking Lot	Resurface and stripe the existing Fleming Island Library parking lot.	Pre-Construction/Procurement > Pre-Construction/Procurement

Project Name	Project Description	Project Current Phase
Clay County Archives Renovation	Design services to be used by Grants to request funding of renovations	Scope > Scope
2nd Floor Office Remodel	To have space remodeled to accommodate current and future growth.	Design > Design
Program and Space Analysis for Emergency Operations Center (EOC)	Program and space analysis to be completed for Emergency Management and the EOC.	Scope > Scope (10/01/2025 - 09/30/2026)
2nd Set of Bunker Gear	To provide second set of bunker gear.	Procurement/Delivery > Procurement/Delivery
Fire Station 17 Shower Addition	To add additional shower capacity for six person fire station.	Design > 90% Design (08/29/2025 - 10/10/2025)
Exterior Painting of Emergency Operations Center (EOC)	Cleaning and painting of the exterior of the EOC including concrete fence in and out.	Scope > Scope (10/01/2024 - 10/01/2024)
Remote Lighting System for Parks	Remote lighting system and software for ball fields and amenities.	Pre-Construction/Procurement > Pre-Construction/Procurement
Aging True - Keystone Heights Bathroom Renovation	Renovate bathrooms	Scope > Scope
Paul Armstrong Park Parking Expansion	Improvements and parking expansion for park	Construction/Delivery > Construction/Delivery
Ronnie Van Zant Court Lighting	Lighting, of basketball, tennis, and pickleball courts	Scope > Scope
Lake Brooklyn Site Improvements	Site plan and construction to include parking, and amenity improvements to Lake Brooklyn Park and boat ramp.	Scope > Scope
Fencing - Countywide	Repair, replace and install fencing throughout the County.	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
Park and Recreation Tree Removal	Various tree and limb removal at County parks.	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
Aging True - Orange Park Flooring	Replace vinyl flooring	Project Closeout > Project Closeout (07/30/2025 - 07/30/2025)
Aging True - Orange Park Fountain Upgrade	Upgrade water fountain	Pre-Construction/Procurement > Pre-Construction/Procurement
Aging True - Keystone Heights Gutter Replacement	Replace gutters	Construction/Delivery > Construction/Delivery
Moody Park Playground Remodel	Replacement of playground unit, drainage system and pour in place surface due to age.	Pre-Construction/Procurement > Pre-Construction/Procurement
Twin Lakes Lighting and Parking Improvements	Lighting of pickleball court and parking improvement	Pre-Construction/Procurement > Pre-Construction/Procurement
W E Varnes Lighting and Parking Improvement	Lighting of pickleball court and parking improvement	Pre-Construction/Procurement > Pre-Construction/Procurement

Project Name	Project Description	Project Current Phase
Lake Geneva Site Improvements	Design and construction to include parking improvements and restroom to Lake Geneva boat ramp.	Pre-Design > Pre-Design
Orange Park Library Improvement Plan	Increase the size and capacity of the meeting room, including an ADA compliant kitchen, and increase the size and capacity of the storytime room.	Scope > Scope
Camp Chowenwaw Amphitheater	Demolition and installation of new amphitheater for events and programs	Scope > Scope (10/01/2025 - 09/30/2026)
Fencing - Regional Sports Complex	Installation of perimeter fencing at the Regional Sports Complex	Scope > Scope
Small Business Development Center (SBDC) - University of North Florida (UNF)	Continued funding from ARPA approved at the 4/9/24 BCC meeting	Procurement/Delivery > Procurement/Delivery
Rosemary Hill HVAC Unit Upgrade	Upgrade to several components of the system to allow Facilities access for routine repairs and maintenance	Construction/Delivery > Construction/Delivery
Emergency Management Plans - Rewrite Develop and Update	For expenses/purchases needed to meet the appropriate qualifications in acquiring the Emergency Management Accreditation Program status to increase FEMA reimbursement percentages.	Construction/Delivery > Construction/Delivery
Leachate System Improvements	This project covers the Leachate System Improvements tied to Environmental Services	Pre-Construction/Procurement > Pre-Construction/Procurement
Regional Sports Complex Security Measures	To allocate funds for enhancing security for the sports complex	Scope > Scope
Solid Waste Transfer Station	Project for the design and construction of a new transfer station at Rosemary Hill	Pre-Design > Pre-Design
Solid Waste Class I and C&D Building Improvements	for the design and construction improvements to the Class I and C&D buildings at Rosemary Hill	Scope > Scope
Fire Station 18 HVAC Replacement	to replace and upgrade the HVAC system at station 18	Construction/Delivery > Construction/Delivery
PCs - Laptops - Monitors	Continuing annual project to capture funds for purchase of County wide PC's, laptops and monitors as needed	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
Office Space Conversion/Remodel	Project to convert/remodel an existing space into offices	Scope > Scope
Historic Courthouse Roof Replacement	This covers the roof replacement of the Historic Courthouse in Green Cove Springs.	Design > Design
Aging True - Green Cove Springs Office Renovations	Project to renovate office space within the Green Cove Springs Aging True building to accommodate space for Community Services and Veteran Services	Construction/Delivery > Construction/Delivery
Flashing Beacon Speed Indicators	This project covers purchase and installation of flashing beacon speed indicators	Pre-Construction/Procurement > Pre-Construction/Procurement

Project Name	Project Description	Project Current Phase
Green Cove Springs Library Roof	Roof replacement for the Green Cove Springs Library	Pre-Construction/Procurement > Pre-Construction/Procurement
Radio Tower - Sleepy Hollow	This project covers the construction of a new radio tower at Sleepy Hollow.	Construction/Delivery > Construction/Delivery (11/26/2024 - 06/30/2026)
Gun Range Office	This project covers costs associated with the Gun Range office	Scope > Scope
Omega Park - Lighting	This project covers costs associated with lighting at Omega Park	Pre-Construction/Procurement > Pre-Construction/Procurement
Main St. Park Expansion & Boat Ramp Upgrades	This project covers costs associated with the Main street park and boat ramp expansion and upgrades	Scope > Scope
Drainage - Richard Lee Street	ARPA drainage project for Richard Lee St	Post-Construction/Delivery > Post-Construction/Delivery
Drainage - Robin Road	ARPA drainage project for Robin Road	Post-Construction/Delivery > Post-Construction/Delivery
Drainage - Timberline Drive	ARPA drainage project for Timberline Dr	Post-Construction/Delivery > Post-Construction/Delivery
Drainage - Laurel Drive	ARPA drainage project for Laurel Dr	Post-Construction/Delivery > Post-Construction/Delivery
Aging True - Keystone Heights Parking Lot	To repave parking lot at the Keystone Heights branch for Aging True. Getting reduced costs to pave at the same time as the Tax Collector Building renovations/parking lot project.	Construction/Delivery > Construction/Delivery
Aging True - Middleburg Building Siding	This project covers the siding replacement at the Middleburg Senior Center Building	Construction/Delivery > Construction/Delivery
Middleburg Substation Doors	Replacement doors for substation	Construction/Delivery > Construction/Delivery
Governors Creek Boathouse Storage	This project covers the costs associated with the Governors Creek Boathouse Storage.	Post-Construction/Delivery > Post-Construction/Delivery
Ambulance Billing Office Renovations	Renovation of the the old dental building to house the Ambulance Billing staff	Construction/Delivery > Construction/Delivery
Public Works Office - Sleepy Hollow	To construct an office for the Sleepy Hollow Pit site per approval at August LRP meeting	Scope > Scope
Moody Avenue Emergency Repair	Emergency replacement of an existing box culvert on Moody Avenue, just north of the Dye-Clay Family YMCA.	Post-Construction/Delivery > Post-Construction/Delivery
Drainage - Marquois Drive	ARPA drainage project for Marquois Drive	Construction/Delivery > Construction/Delivery
Drainage - Breckenridge Drive	ARPA drainage project for Breckenridge Drive	Pre-Construction/Procurement > Pre-Construction/Procurement

Project Name	Project Description	Project Current Phase
Safe Streets and Roads for All FY2023	Funding to develop a comprehensive Safety Action Plan that will be used to identify projects aimed as reducing transportation hazards and reducing roadway-related fatalities to zero.	Pre-Construction/Procurement > Pre-Construction/Procurement
Drainage - Loch Rane Boulevard	Loch Rane Blvd drainage CIPP project	Post-Construction/Delivery > Post-Construction/Delivery
Drain Field - Fire Station 23	This project is for the removal and replacement of the old drain field.	Construction/Delivery > Construction/Delivery (12/19/2024 - 03/20/2025)
Judicial Facility Master Plan	To create a plan for current and future Courthouse needs.	Construction/Delivery > Construction/Delivery
Fire Station 18 Front Parking Lot Replacement	This project covers the demolition and reconstruction of the FS 18 parking lot, including, the striping of the parking lot and the Parking lot & Apparatus apron	Construction/Delivery > Construction/Delivery
Drainage - Halperns Way	Drainage repair project in ARPA for Halperns Way	Post-Construction/Delivery > Post-Construction/Delivery
Drainage - Capella Road	Underdrain improvement in ARPA for Capella Road	Post-Construction/Delivery > Post-Construction/Delivery
FEMA PA - Washington Avenue Cross Drain - FEMA 803155	Washington Avenue at Little Black Creek cross drain project	Post-Construction/Delivery > Post-Construction/Delivery
Moccasin Slough Classroom	This project is for the Nature Center with Restroom building as part of the FCT Management Plan for Moccasin Slough.	Pre-Design > Pre-Design
School Zone Beacon Time Switches	Hardware and software data support for 160 school zone beacon time switches to go automated, including the trade in allowance of the RTC time clocks	Scope > Scope
Fire Station 5 - CR218 and Blue Jay	This project is to cover the design and construction of fire station 5 in the Clay Hill area of Clay County.	Scope > Scope
Lake Geneva Restoration	Cut trees down to stumps growing in Lake Geneva to expand usable waterways and remove below the surface boating hazards.	Scope > Scope
Training Equipment - Fire Rescue	Training equipment for Fire-Rescue personnel.	Scope > Scope
Lighting - Walter Odum Park	Installation of light towers providing light to playing fields for activities after dusk.	Scope > Scope
Arbor Lift with Trailer	Purchase of a 92 foot reach arbor lift with tracks for tree maintenance. Includes a trailer.	Scope > Scope
Purvis System Rollout	Multilocation and integrated communications systems for alerting and dispatching first responders.	Scope > Scope
Maintenance Shed Office - Fairgrounds	Installation of a shed to house maintenance machinery and provide a small office for staff.	Scope > Scope
Restroom Renovation - Orange Park Library	Renovation and improvements to restrooms at the Orange Park Library.	Scope > Scope

Project Name	Project Description	Project Current Phase
HVAC Replacement - EOC	Replacement and improvement of air conditioning equipment and ducts to provide cooling to the computer equipment room located on the first floor of the EOC. Proper cooling will allow the room to be secured in a high traffic area.	Scope > Scope
ADA Compliance Program	Initiate an Americans with Disabilities compliance program for County facilities.	Scope > Scope
Barns Repairs - Gun Range	Repair and renovate two barns at the gun range.	Scope > Scope
HVAC Replacement - Middleburg Library	Replacement and improvement of air conditioning equipment at Middleburg Library.	Scope > Scope
Self-Contained Breathing Apparatus	Purchase Self-Contained Breathing Apparatus (SCBA) for water rescue or recovery situations.	Scope > Scope
Tactical Vest Replacement	Replacement of tactical vests	Scope > Scope
Image Trend Hospital Data Exchange	Software for data exchanges with hospitals while transporting patients.	Scope > Scope
Urban Search and Rescue (USAR) Equipment	Urban Search and Rescue (USAR) equipment for first responders.	Scope > Scope
Window Replacement - Middleburg Library	Replacement and installation of high efficiency windows at the Middleburg Library to lower utility costs and provide increased performance during storms.	Scope > Scope
Restrooms - Omega Park	Renovations and improvements to restrooms at Omega Park.	Scope > Scope
Compensation Study - Personnel	This project is currently on hold.	Scope > Scope
HVAC Replacement - Aging True - Orange Park	Replacement and improvements to air conditioning equipment at the Aging True facility in Orange Park.	Scope > Scope
Carpenter Shop - Design, Construct	Design and construction of a carpenter workshop. Location to be determined.	Scope > Scope
Building Automation Controls	Install a building automation system to adjust environmental and security settings remotely or on a set schedule.	Scope > Scope
Gates Replacement and Repairs - EOC	Replacement and repairs to gates at the Emergency Operations Center.	Scope > Scope
Storage Building - Traffic Division and Signs & Street Striping	Design and construct an equipment storage building for the Traffic Division and Signs & Street Striping. Site TBD.	Scope > Scope
Storm Water Repairs	Coordinate and schedule repairs to storm water systems for the fiscal year.	Scope > Scope
Radio Replacements - Motorola	Replace obsolete hand-held radio units.	Scope > Scope
ISO Class III Plan	Planning for International Organization for Standardization (ISO) Class III environmental cleanliness	Scope > Scope
HVAC Replacement - Aging True - Green Cove Springs	Replacement and improvement of air conditioning equipment at the Aging True facility in Green Cove Springs.	Scope > Scope

Project Name	Project Description	Project Current Phase
Self-Contained Breathing Apparatus - Compressors	Compressors 11 and 20 for Self-Contained Breathing Apparatus (SCBA).	Scope > Scope
Hazmat Equipment	Equipment for handling hazardous materials.	Scope > Scope
Carpet Cleaning - Countywide	Coordinates and schedules for the fiscal year carpet cleanings at County facilities.	Scope > Scope
Interior Renovation - Pier Station	Pier Station Park pavilion interior renovation.	Scope > Scope
Multidisciplinary Team (MDT) Equipment	Multidisciplinary Team (MDT) equipment for first responders.	Scope > Scope
Fire Rescue Logistics Overhang	Installation of an awning-like solid overhang at the Fire-Rescue Logistics facility.	Scope > Scope
Fire Station 13 - CR218 and CR217	This project is to cover the design and construction of Fire Station 13 in the Clay Hill area of the County - near CR218 and CR217.	Scope > Scope
Fire Station 16 - Penney Farms	This project is to cover the design and construction of Fire Station 16 in the Penney Farms area of the County - near CR218 and SR16.	Scope > Scope
Fire Station 21 - Willow Springs	This project is to cover the design and construction of Fire Station 21 near the Willow Springs development on CR315.	Scope > Scope

Capital Projects

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County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Dr. Kristen Burke
District 5

www.claycountygov.com

SUBJECT: Bonded Transportation Program (BTP) Update

DATE: January 13, 2026

SUBMITTED BY: Edwin Dendor, BTP Program Administrator

BTP MISSION STATEMENT: To design and build the safest and most efficient roadway and drainage system for the projects defined in the bonded transportation program.

Program update through **January 05, 2026**:

- **Project #1 – CR 218 from Masters Rd to Pine Tree Lane:**

The County's team and Anderson Columbia (AC) continued their bi-monthly status meetings. AC started removal of old asphalt, the installation of drainage structures, pipes, demolition of existing driveways along the north side of this project. The project schedule is under evaluation by the project team for potential adjustments. A future contract amendment for additional days is anticipated. This project is on schedule with 59% paid out and 100% of time used.

Side Road (Iris) and Business Access Maintanined



North CR 218 staging and roadway base





Roadway Base and Maintenance of Traffic





- **Projects #2 - (CR209)** East of the railroad tracks, traffic continued flowing on the northside of CR209 while Superior (SCC) continued the installation of sub-base and base material, installation of storm-drain pipe, as well as installation of curbing and sidewalk on the south side of this section of road. In the near future a traffic switch is anticipated west of the railroad tracks. The traffic shift will place traffic onto the new asphalt on CR 315B and CR 209 west of the railroad. This project is on schedule with 67% paid out and 55% of the time spent.

Sidewalk Construction



Drainage Installation on South Side of CR 209



Grading Ditch



- **Project #3B -** (Connects the east-end of project #4 on Sandridge Road and runs through the roundabout to CR209B). The County, GAI and Kiewit held their bi-monthly status meetings. Kiewit continued the installation of stormwater structures and pipes, sub-base and base material through the corridor. Sub-base, base material and curbing were placed in the roundabout area and the sidewalk continued to be developed along the eastside of Russell Road. The contractors' project schedule remains in dispute by Kiewit and the County. A future contract amendment for additional days is anticipated. This project is 66% paid out and 124% of time elapsed.

Curb and sidewalk throuh the Swoosh



Pond 1 Grading

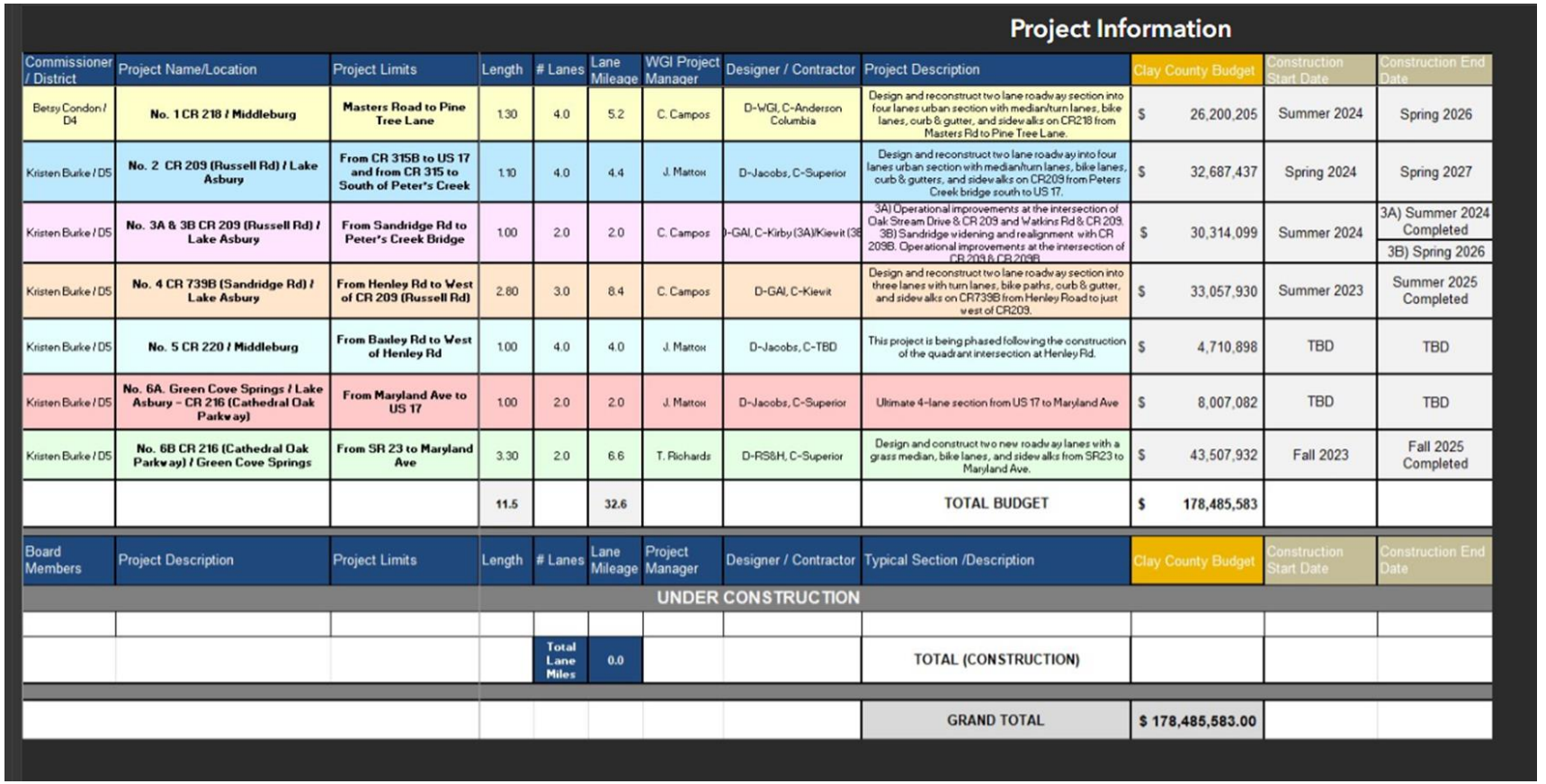




- **Project #5 (CR220) -** The team received the US ARMY Corp of Engineers (USACOE) permit on November 13th. Jacobs completed the new pond design and wetland impacts have been finalized. The permit modification was submitted to St. Johns River Water Management District on December 23rd. The USACOE permit modification were uploaded through their new regulatory Request System (RRS) portal on January 9th. Plan sets will be signed and sealed once the permit modifications are issued.
- **Project #6A (CR315) -** The team updated wetland functional scores and submitted the permit documents to the USACOE on December 29th. Plans will be signed and sealed when the permits are issued.

- ***BTP Projects* #3A, 4 and #6B are complete.**

- **Overall,** the team continued to:
    - Hold Owner Rep progress meetings covering Key Process Indicators while ramping down overall BTP Owner Rep services as the program comes to closure,
    - Receive multiple invoices and made multiple payments to various vendors as well as issued multiple new fiscal year Purchase Orders to vendors,
    - As of January 06, 2026, the Program has expended $143.8M ($131.4M in Bond Funds).
- **WGI continues** to work across the entire program on:
    - Refining the BTP financial forecast and tracking project risk factors,
    - Plan reviews, coordinating and guiding designs including interface discussions, and coordination with stakeholders,
    - Developing project closeout documentation as each project draws to a close in the program.



Project Information

Commissioner / District	Project Name/Location	Project Limits	Length	# Lanes	Lane Mileage	WGI Project Manager	Designer / Contractor	Project Description	Clay County Budget	Construction Start Date	Construction End Date
Betsy Condon / D4	**No. 1 CR 218 / Middleburg**	**Masters Road to Pine Tree Lane**	1.30	4.0	5.2	C. Campos	D-WGI, C-Anderson Columbia	Design and reconstruct two lane roadway section into four lanes urban section with median/turn lanes, bike lanes, curb & gutter, and sidewalks on CR218 from Masters Rd to Pine Tree Lane.	$ 26,200,205	Summer 2024	Spring 2026
Kristen Burke / D5	**No. 2 CR 209 (Russell Rd) / Lake Asbury**	**From CR 315B to US 17 and from CR 315 to South of Peter's Creek**	1.10	4.0	4.4	J. Mattox	D-Jacobs, C-Superior	Design and reconstruct two lane roadway into four lanes urban section with median/turn lanes, bike lanes, curb & gutters, and sidewalks on CR209 from Peters Creek bridge south to US 17.	$ 32,687,437	Spring 2024	Spring 2027
Kristen Burke / D5	**No. 3A & 3B CR 209 (Russell Rd) / Lake Asbury**	**From Sandridge Rd to Peter's Creek Bridge**	1.00	2.0	2.0	C. Campos	)-GAI, C-Kirby (3A)/Kiewit (3B	3A) Operational improvements at the intersection of Oak Stream Drive & CR 209 and Watkins Rd & CR 209. 3B) Sandridge widening and realignment with CR 209B. Operational improvements at the intersection of CR 209 & CR 209B.	$ 30,314,099	Summer 2024	3A) Summer 2024 Completed 3B) Spring 2026
Kristen Burke / D5	**No. 4 CR 739B (Sandridge Rd) / Lake Asbury**	**From Henley Rd to West of CR 209 (Russell Rd)**	2.80	3.0	8.4	C. Campos	D-GAI, C-Kiewit	Design and reconstruct two lane roadway section into three lanes with turn lanes, bike paths, curb & gutter, and sidewalks on CR739B from Henley Road to just west of CR209.	$ 33,057,930	Summer 2023	Summer 2025 Completed
Kristen Burke / D5	**No. 5 CR 220 / Middleburg**	**From Bailey Rd to West of Henley Rd**	1.00	4.0	4.0	J. Mattox	D-Jacobs, C-TBD	This project is being phased following the construction of the quadrant intersection at Henley Rd.	$ 4,710,898	TBD	TBD
Kristen Burke / D5	**No. 6A. Green Cove Springs / Lake Asbury – CR 216 (Cathedral Oak Parkway)**	**From Maryland Ave to US 17**	1.00	2.0	2.0	J. Mattox	D-Jacobs, C-Superior	Ultimate 4-lane section from US 17 to Maryland Ave	$ 8,007,082	TBD	TBD
Kristen Burke / D5	**No. 6B CR 216 (Cathedral Oak Parkway) / Green Cove Springs**	**From SR 23 to Maryland Ave**	3.30	2.0	6.6	T. Richards	D-RS&H, C-Superior	Design and construct two new roadway lanes with a grass median, bike lanes, and sidewalks from SR23 to Maryland Ave.	$ 43,507,932	Fall 2023	Fall 2025 Completed
			11.5		**32.6**			TOTAL BUDGET	**$ 178,485,583**		

Board Members	Project Description	Project Limits	Length	# Lanes	Lane Mileage	Project Manager	Designer / Contractor	Typical Section /Description	Clay County Budget	Construction Start Date	Construction End Date
UNDER CONSTRUCTION											
				Total Lane Miles	**0.0**			TOTAL (CONSTRUCTION)			
								GRAND TOTAL	**$ 178,485,583.00**		

Engineering Department Update

01/13/2026

- **PRJ100212** -Work continues on the **CR 220 bridge replacement and 4-lane widening projects**, from Knight Boxx Road to Hollars Place. The projects are on schedule (completion date: Summer, 2026). The new bridge deck is scheduled to be completed in the upcoming two weeks. Bridge railing installation and the bridge approach slabs will be the next phase of the bridge construction project. Pipe and utility construction are nearing completion on the CR 220 segment from the new bridge to Chief Ridaught Trail. The two general contractors for the projects, Reeves Construction and Kirby Development, are coordinating the required pavement tie-ins on the east side of Henley Road. This process will require single lane closures during daytime hours and may add to the existing traffic delays. Please be patient as the contractors are nearing the final stages of the project. Continue to practice safe and courteous driving in the construction zones.

- **The Live Oak Lane/Greenway Trail project** is continuing on-schedule. The contractor has completed roadway paving to just north of the Park Visitor Center parking area. The pavement base material for the SUNTrail has been placed on the remaining segment of the trail up to the FWC checkpoint station. Upon completion of the utility relocation, final grading (including drainage swales and roadway elevations) will commence. Please note, the posted speed limit of Live Oak Lane is 25 mph. Excessive speed has been noted by the contractor and inspection team. The Clay County Sheriff's Office has been notified of the speeding issue. **Please drive safely.**

- **Radar Road-** The project utility relocation is nearing completion, with Clay Electric Cooperative having relocated the existing poles out of the new road alignment. Other utility companies are scheduled to relocate their overhead wires to the new poles in the upcoming weeks. The project contract is in the final stages of processing and a Pre-Construction meeting will be scheduled for the week of January 26, 2026.

- **Long Bay Road @ Old Jennings Road Intersection improvement and Traffic Signal Installation-** The project contract has been executed and the Pre-Construction meeting will be scheduled in the next two weeks.

- **Town Center Boulevard Drainage Pipe replacement-** Kirby Development began work to replace a failing 24" drainage pipe located under Town Center Boulevard on Tuesday, January 6, 2026. Town Center Boulevard will be closed to all traffic from south of the intersection of Covington Lane/Heritage Oaks Court to north of the intersection of Cypress Glen Drive. The road will be closed for the duration of the project. The project is scheduled to last 45 days. CCSO will be providing traffic monitoring on US 17 during the project, and motorists are encouraged to observe all maintenance of traffic and detour signs.

- **Spencer Industrial Drive** is continuing on-schedule. The CR 218 improvements are scheduled for paving next month. The initial lift of asphalt pavement for all 4-lanes was recently completed. Project completion is early Spring, 2026.



Spencer Industrial Drive – 01/08/2026

FDOT Update

- **US 17 Resurfacing, Restoration, and Rehabilitation:**
  -- **Eagle Harbor Parkway to Water Oak Lane** - Work is expected to resume in Spring 2026, when seasonal conditions are favorable.
  - **Black Creek Bridge to Oak Street** - Work has resumed on the project with milling and resurfacing continuing on the south bound lane from CR 209 to just north of the Green Cove Springs city limits. Expect single lane closures and delays during night time hours within the project limits. All work requiring lane closures will be performed in night time operations.

- **Blanding Boulevard (SR 21) @ Wells Road Intersection improvements:**
  -Work continues on the project with signal pole installations and lane shifts in progress. Scheduled project completion is summer, 2026. The Orange Park Northway resurfacing project will begin the week of January 15, 2026 and should be complete in 4-5 days.

- **SR 16 Resurfacing, Restoration, and Rehabilitation (From US 17 to SR 21):**
  -Work commenced on January 5, 2026 with Maintenance of Traffic, tree trimming, and additional signage being put in place.
  - The milling and resurfacing operations are scheduled to begin the beginning of April and go into the month of October.
  -Road work requiring lane closures will be night time only for the entire project. The project contractor, Anderson Columbia Company, is expected to request for work to be performed in daytime hours from CR 218 to SR 21, including lane closures.
  -FDOT stated they will be coordinating work schedules and lanes closures with Clay County in regards the upcoming Clay County Fair, and other events scheduled at the Clay County Fairgrounds.
  -The project is scheduled to be complete in 330 days from January 5, 2026, depending on weather and unforeseen conditions. continues on the project with signal pole installations and lane shifts in progress. Scheduled project completion is summer, 2026.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners

DATE:

FROM:
Administrative and Contractual Services

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Upcoming Bids_ January and February 2026	Backup Material	1/8/2026	Upcoming_Bids__January_and_February_2026.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	1/7/2026 - 4:15 PM	Item Pushed to Agenda

PROJECT DESCRIPTION	DEPARTMENT	ESTIMATED BCC AWARD
ISSUED/ACTIVE		
RFB No. 25/26-013, Lake Geneva Restoration Project	Engineering	1/27/2026
RFB No. 25/26-014, Clay County Public Safety Physicals	Public Safety	1/27/2026
RFQ No. 25/26-004, Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical	Engineering	3/10/2026
UPCOMING IN JANUARY - FEBRUARY (in no certain order)		
RFP No. 25/26-018, Debris Removal Services	Emergency Management & Environmental Services	
RFB No. 25/26-015, Preventative Generator Maintenance	Public Works	
RFB No. 25/26-039, Construction of Fire Station No. 24	Capital Projects / Public Safety	
RFB No.25/26-005, Tile Replacement - Clay County Jail	Capital Projects / CCSO	
RFB No. 25/26-024, Uniform Rental and Cleaning Services	Purchasing	
RFB No. 25/26-017, Fire Alarm Upgrade - Clay County Jail	Capital Projects / CCSO	
Carl Pugh Drainage Improvements	Capital Projects / Parks & Rec	
CDBG - Sapp Lane Home Rehabilitation	Grants	
Public Safety Sheds	Capital Projects / Public Safety	
Stormwater Pond Mowing	Public Works	
P3 for Public Safety Complex	Capital Projects / Public Safety	
Lake View and Hilltop Dirt Road Paving	Engineering	
Mosquito Control Program	Extension Service	
Town Center Blvd Building 500 Build Out	Capital Projects / CCSO	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners DATE: 10/3/2025

FROM: Jenni Bryla, AICP, Zoning Chief

SUBJECT:
This application has been withdrawn.

The application is a Rezoning request to change 2.51+/- acres from Commercial and Professional Office District (BA-2) to Community Business District (BB-2).

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	1/7/2026 - 12:22 PM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	1/7/2026 - 1:24 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	1/7/2026 - 4:08 PM	AnswerNotes

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners DATE: 11/12/2025

FROM: Jenni Bryla, AICP, Zoning Chief

SUBJECT: An Ordinance to administratively rezone four lots within the Keystone airport from the Industrial Select (IS) zoning district to Heavy Industrial (IB) zoning district to accommodate airport uses and equipment.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The Keystone Airport has been in existence in some form prior to the 1960's. The land is owned by the City of Keystone, however the land is located in unincorporated Clay County. The zoning designation for the Keystone airport is currently Industrial Select (IS), which does not allow outdoor storage or activities that are not in a fully enclosed building.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Staff Report ZON 25-0033	Cover Memo	11/24/2025	PC_Staff_Report_-_ZON_jb_bc_dsada.pdf
30-day letter	Backup Material	11/24/2025	30_notice_letter_keystone_airport_final_dsada.pdf
Ordinance	Ordinance	11/24/2025	Ordinance_zon_25-0033_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	1/7/2026 - 12:21 PM	AnswerNotes
Economic and Development	Stewart, Chereese	Approved	1/7/2026 - 1:23 PM	AnswerNotes

Services				
County Manager	Wanamaker, Howard	Approved	1/7/2026 - 4:07 PM	AnswerNotes

Staff Report and Recommendations for ZON 24-0033

Copies of the application are available at the Clay County Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Introduction:

This is an administrative re-zoning request for a Zoning Atlas change of the Zoning designation for four lots within the Keystone Airport from Industrial Select (IS) to Industrial Heavy (IB) to accommodate airport uses and equipment.

Property: **Parcel #'s 31-07-23-000742-000-00, 31-07-23-000742-003-00,31-07 23-000742-002-00, 31-27-23-000742-001-00**

Background:

The Keystone Airport has been in existence in some form prior to the 1960's. The land is owned by the City of Keystone, however the land is located in unincorporated Clay County. The western half of the property is located in Bradford County. The land in Clay County was given a zoning designation in 1991, after the County's first Comprehensive Plan was adopted. The zoning designation for the Keystone airport is currently Industrial Select (IS), which does not allow outdoor storage or activities that are not in a fully enclosed building. This requirement is not standard operating procedure for an airport that continually has planes and activities out of hangers. The IS zoning district is intended for Light Industry and office and showroom space. The request to change the IS zoning to Heavy Industrial (IB) is being requested by Staff, in order to set the airport up with the correct zoning for the activities taking place at the facility.

Figure 1 – Location Map

25

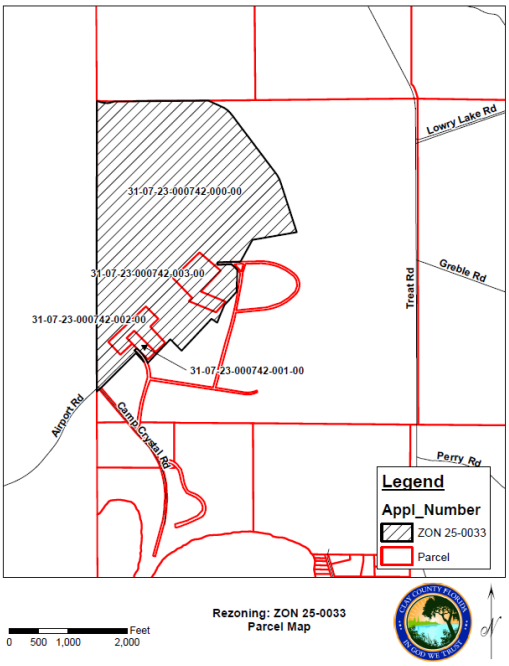

Lowry Lake Rd
31-07-23-000742-000-00
31-07-23-000742-003-00
Treat Rd
Greble Rd
31-07-23-000742-002-00
31-07-23-000742-001-00
Almond Rd
Camp Crystal Rd
Perry Rd
Legend
Appl_Number
ZON 25-0033
Parcel
0 500 1,000 2,000
Feet
Rezoning: ZON 25-0033
Parcel Map

Figure 2 - Aerial Photo

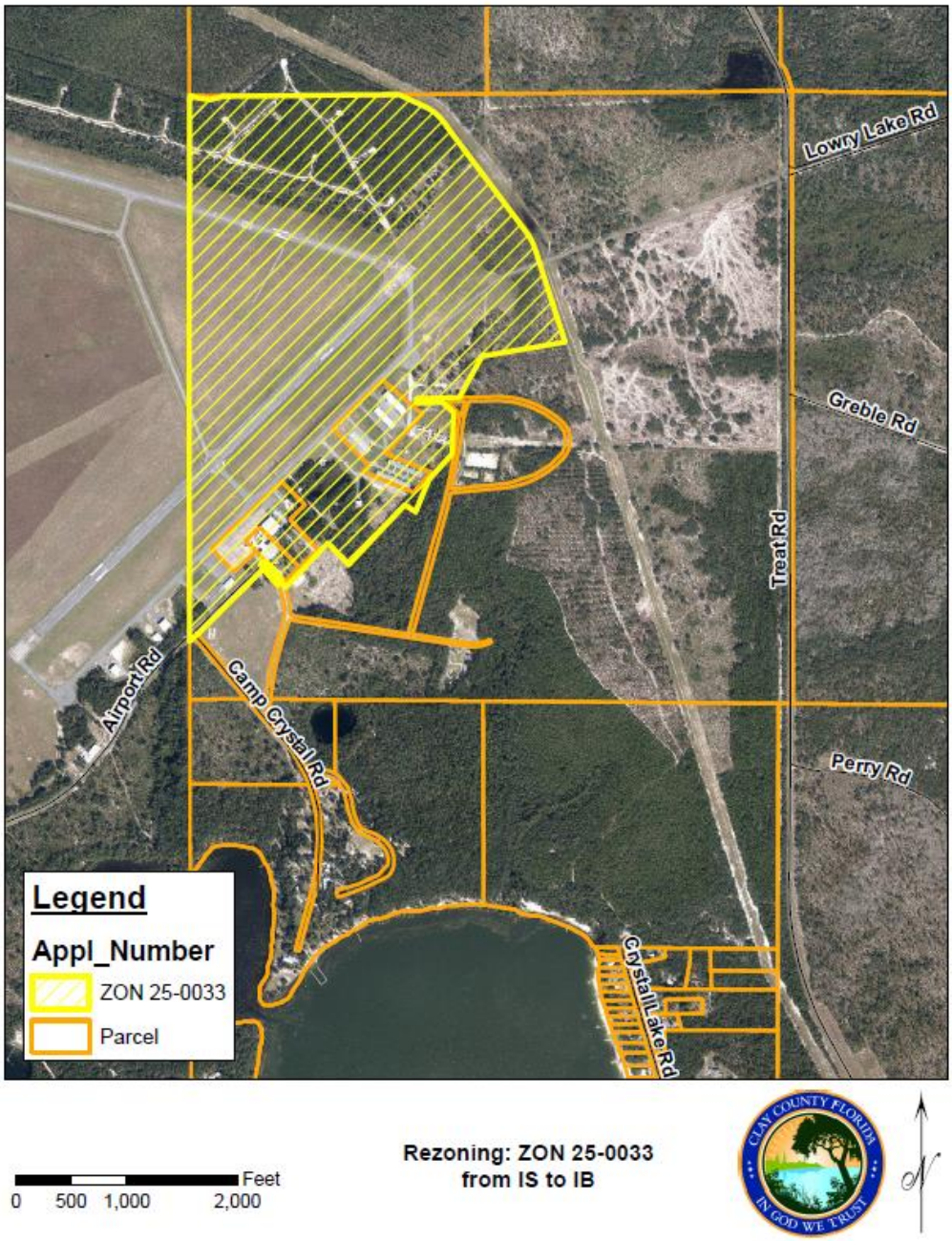


Figure 3 – Existing Zoning Map

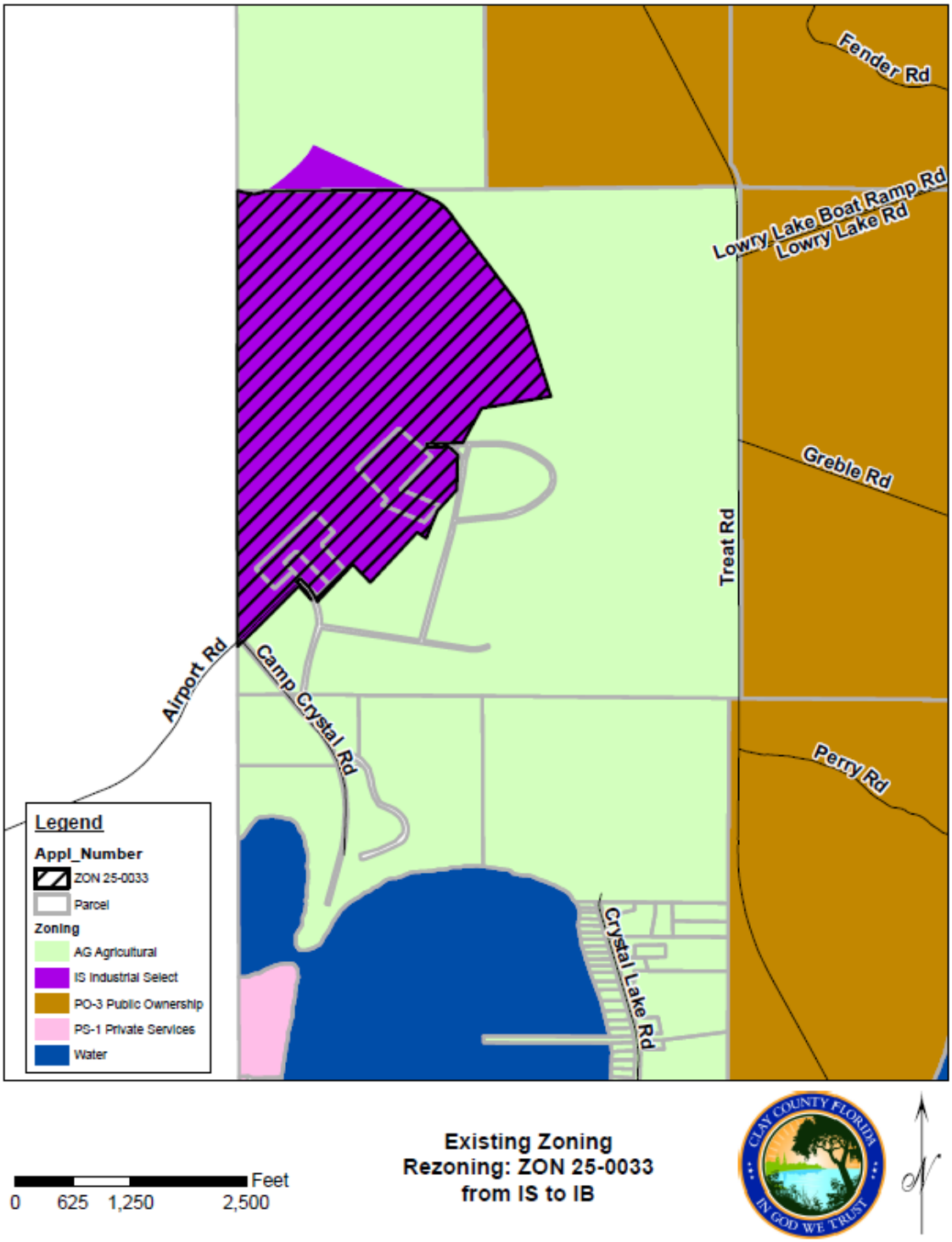
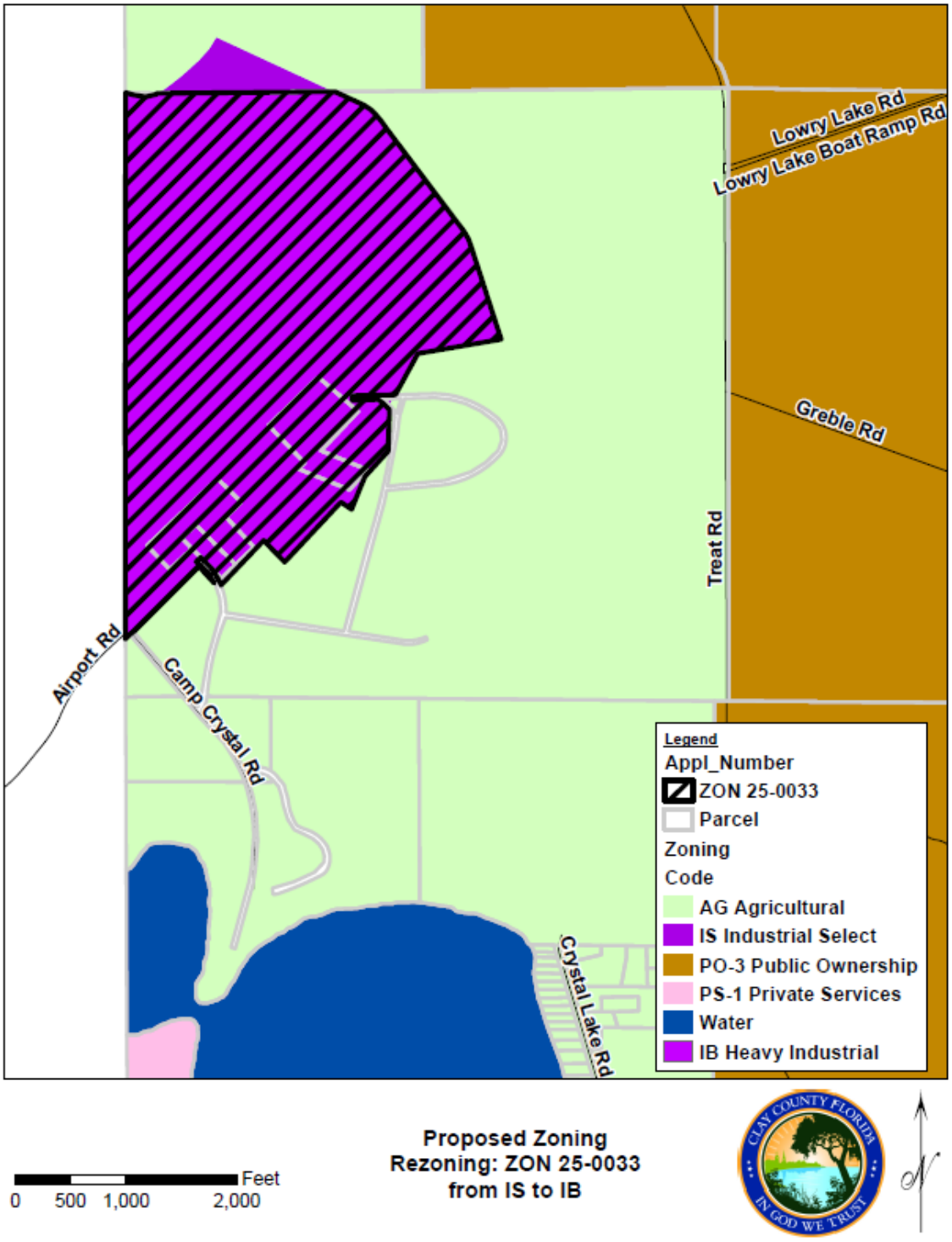


Figure 4 – Proposed Zoning Map



Analysis of Surrounding Uses

The proposed rezoning would change a portion of the total parcel acreage of a single parcel of land (247.85 acres) from Industrial Select (IS) to Heavy Industrial (IB). This change would not change the current activities of the airport but be in keeping with the happenings of the airport and their future needs. The surrounding districts surrounding the airport are shown in the table below:

	Future Land Use	Zoning District
North	Agriculture (AG)	Agriculture (AG)
South	Agriculture (AG)	Agriculture (AG)
East	Agriculture (AG)	Agriculture (AG)
West	Bradford County	Bradford County

Relevant Clay County 2045 Comprehensive Plan Policies

The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment:

FLU OBJ 1.4(12)

Industrial - "IND": This designation accommodates the full range of industrial activities. The specific range and intensity for uses appropriate in a particular industrial area varies by location as a function of the availability of public services and access, and compatibility with surrounding uses shown on the Future Land Use Map. Through the zoning review process the use of particular sites or areas may be limited to allowable uses specified and defined by the Land Development Regulations. Floating solar facilities on properties with an Industrial future land use shall be a permitted use on wastewater treatment ponds, abandoned limerock mine areas, stormwater treatment ponds, reclaimed water ponds, and other water storage reservoirs as regulated in the Land Development Code.

EDE OBJ 1.1

Clay County shall create a local economic development environment through a coordinated strategy that is conducive to the creation and growth of new businesses and the expansion of existing businesses.

EDE POL ICY 1.2. 1

Clay County shall prioritize the land use planning of sites meeting the locational requirements of identified targeted/key industries and basic industries uses in appropriate and compatible locations and recognize this priority during the review of plan amendments, rezoning requests, site plan approvals and permitting processes.

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 brings the airport into compliance with the industry that is ongoing there. The changes within the subject parcels would not create an isolated or unrelated district that is not currently in place.

(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 complimentary with the airport initially when the airport was zoned administratively in 1991.

(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 were intended to support the Keystone Airport, unfortunately the IS zoning district only supports light manufacturing, showrooms and services in an enclosed building. The airport conducts operations outside of the hanger space as well as office operations. The Heavy Industrial (IB) zoning district would accommodate these operations.

(d) Whether the affected real property cannot be used in accordance with existing zoning;

Staff Finding: The existing zone does not allow the airport to operate as it was intended. The airport was established prior to the creation of zoning in the County.

(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 supports the intent of the future land use designation to support economic growth.

(f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a legitimate public purpose;

Staff Finding: There is a legitimate public purpose served by changing the zoning to be consistent with the use of the property and the tenants of the Comprehensive Plan.

(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. The airport will continue to develop as it has in the past.

(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: The intensity and density on the subject parcel will not be changed by this rezoning. The use has been established since 1958.

Recommendation

Staff recommends approval of ZON 25-0033.

NOTICE TO PROPERTY OWNERS OF A

PROPOSED REZONING

October 31, 2025

The Clay County Planning Commission and the Board of County Commissioners propose to consider ZON 25-0033 for the following item:

Application: An Ordinance to administratively rezone four lots from Industrial Select (IS) zoning district to Heavy Industrial (IB) zoning district.

Requested Action: A Zoning Atlas change of the Zoning designation for four lots within the Keystone Airport to accommodate airport uses and equipment.

Subject Property: The properties are located within the Clay County portion of the Keystone Airport that currently have a Future Land Use of Industrial (IND). A map of the parcels is set forth below.

Parcel(s): A portion of lot 31-07-23-000742-000-00, and all of lots 31-07-23-000742-001-00, 31-07-23-000742-002-00, & 31-07-23-000742-003-00

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 FOUR PARCELS OF LAND: A PORTION OF PARCEL ONE (TAX PARCEL IDENTIFICATION # 31-07-23-000742-000-00), TOTALING APPROXIMATELY 247.85 ACRES; AND PARCELS TWO THROUGH FOUR (TAX PARCEL IDENTIFICATION #s 31-07-23-000742-001-00, 31-07-23-000742-002-00, & 31-07-23-000742-003-00), TOTALING APPROXIMATELY 17.05 ACRES, FROM THEIR PRESENT ZONING CLASSIFICATION OF INDUSTRIAL SELECT (IS) TO HEAVY INDUSTRIAL (IB); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

This item will be heard at the following public hearings. Interested persons may appear at the public hearings and be heard with respect to the proposed application.

Planning Commission:

Tuesday, December 2, 2025, at 5:00 p.m., or as soon thereafter as can be heard

Board of County Commissioners:

First Hearing Tuesday, December 9, 2025, at 5:00 p.m., or as soon thereafter as can be heard

Second Hearing Tuesday, January 13, 2026, at 5:00 p.m., or as soon thereafter as can be heard

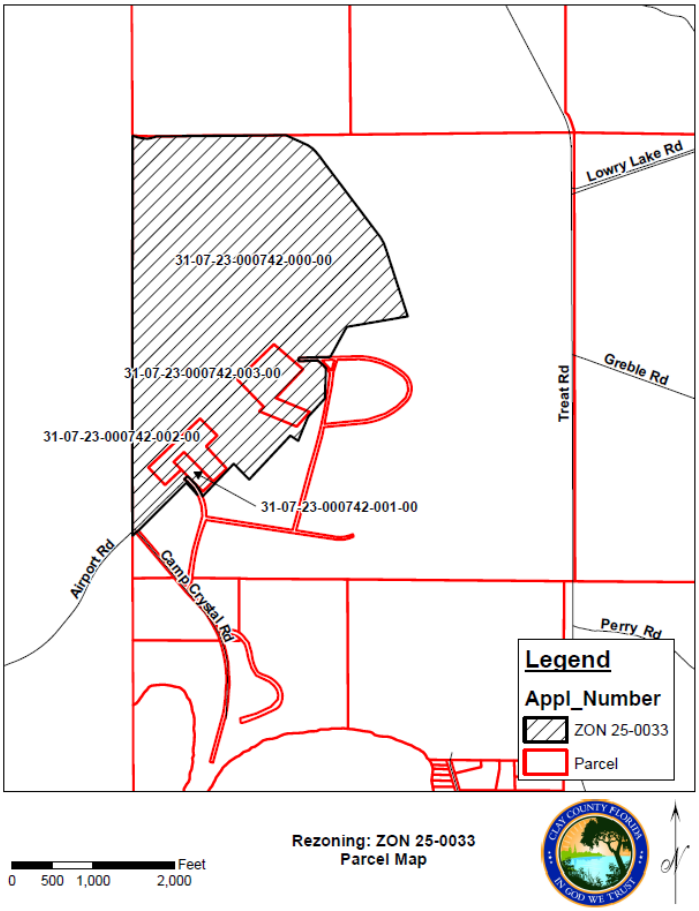
These hearings will be held in the BCC Meeting Room, 4th Floor, Clay County Administration Building, 477 Houston St, Green Cove Springs, Florida.

OPT OUT: You may choose to opt out of this administrative zoning change. Please contact the Clay County Planning and Zoning Division, Third Floor of the County 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-

Be It Ordained by the Board of County Commissioners of Clay County:

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 FOUR PARCELS OF LAND (TAX PARCEL IDENTIFICATION #s 31-07-23-000742-000-00, 31-07-23-000742-001-00, 31-07-23-000742-002-00, 31-07-23-000742-003-00) TOTALING APPROXIMATELY 264.9 ACRES, FROM THEIR PRESENT ZONING CLASSIFICATION OF INDUSTRIAL SELECT (IS) TO HEAVY INDUSTRIAL (IB); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Section 1. Ordinance 2025-00XX, seeks to rezone certain real property(tax parcel identification #s\31-07-23-000742-000-00, 31-07-23-000742-001-00, 31-07-23-000742-002-00, 31-07-23-000742-003-00, (the Property), depicted in Exhibit "A-1".

Section 2. The Board of County Commissioners approves the rezoning request. The zoning classifications of the Property are hereby changed from Industrial Select District (IS) to Heavy Industrial District (IB).

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 January ___, 2026.

BOARD OF COUNTY COMMISSIONERS

OF CLAY COUNTY, FLORIDA

By:_____

, Its Chairman

ATTEST:

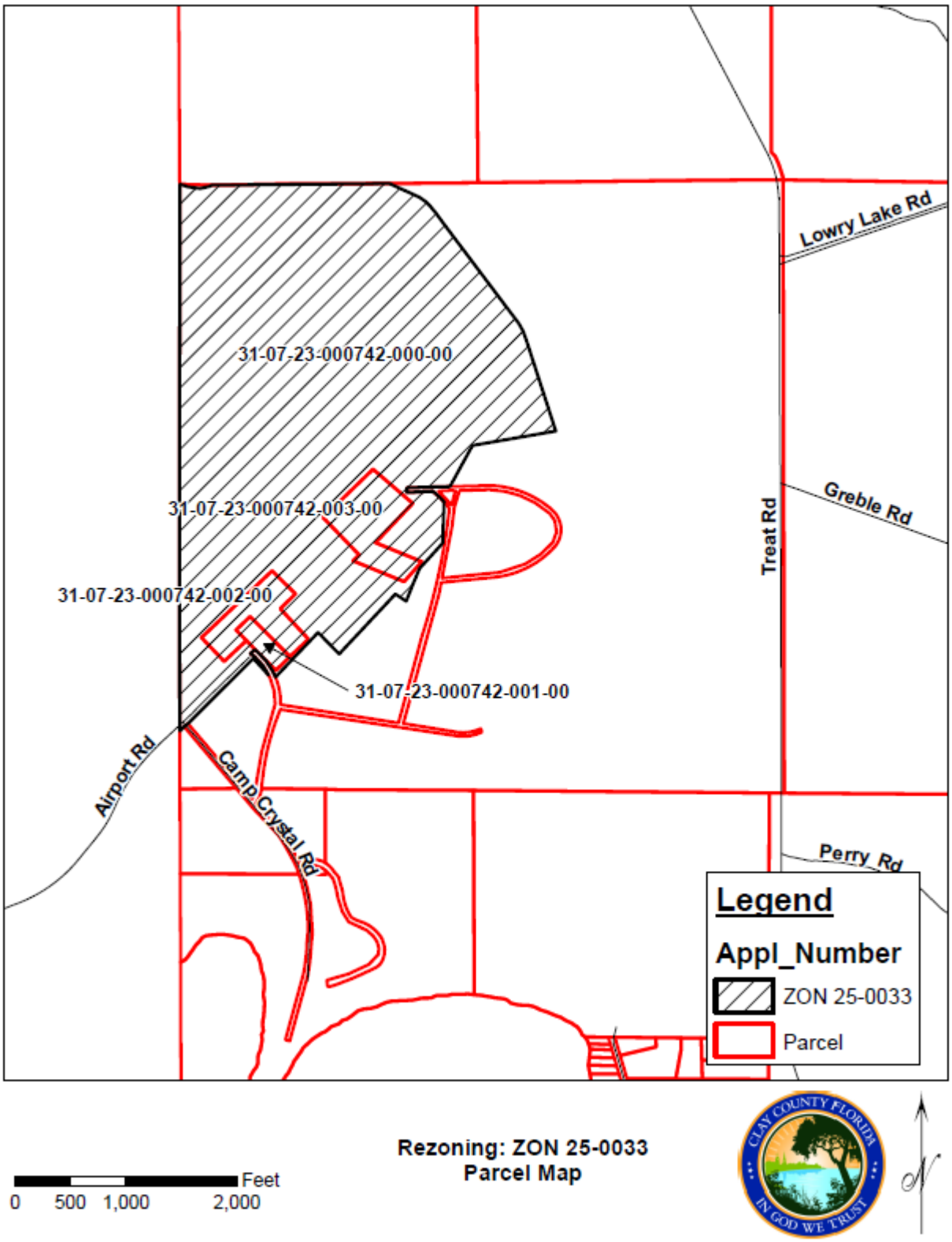
By: _____

Tara S. Green,

Clay County Clerk of Court and Comptroller

Ex Officio Clerk to the Board

Exhibit A-1


Lowry Lake Rd
Greble Rd
Treat Rd
Perry Rd
Airport Rd
Camp Crystal Rd
31-07-23-000742-000-00
31-07-23-000742-003-00
31-07-23-000742-002-00
31-07-23-000742-001-00
Legend
Appl_Number
ZON 25-0033
Parcel
Feet
0 500 1,000 2,000
Rezoning: ZON 25-0033
Parcel Map
CLAY COUNTY FLORIDA
IN GOD WE TRUST
N

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: The Board of County Commissioners

DATE: 11/21/2025

FROM: Jenni Bryla, AICP, Zoning Chief

SUBJECT:
A. COMP 25-0017
This application is a FLUM Amendment to change 2 acres from Urban Core 10 (UC-10) and Commercial (COM), to Commercial (COM).

B. ZON 25-0037
This application is a Rezoning to change from Intermediate Business District (BB) and Private Services (PS-3) to Neighborhood Business District (BA).

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The parcel is located on the south side of Blanding Boulevard in between Meadow Drive and Twelve Oaks Dr and parcel currently holds a hospice facility owned by the North Central Florida Hospice, Inc. The proposed development lot is on the east side of the hospice facility is currently vacant.

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

Hearing Type: Second Public Hearing

Initiated By:Applicant

InSite Real Estate Investment Properties, LLC

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Staff Report COM 25-0017	Cover Memo	1/7/2026	COMP_25-0017_-_BCC_Staff_Report_-_DRAFT_jbdsada.pdf
	Ordinance	Ordinance	1/7/2026	COMP_25-0017-_ordinance_-_Finaldsada.pdf
	Staff Report ZON 25-0037	Cover Memo	1/7/2026	BCC_Staff_Report_-_ZON_jbdsada.pdf
	Ordinance	Cover Memo	1/7/2026	Ordinance_-_ZON_25-0037_Final_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	1/7/2026 - 4:25 PM	Item Pushed to Agenda

Staff Report and Recommendations for COMP 25-0017

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: North Central Florida Hospice, Inc.
Agent: InSite Real Estate Investment Properties, LLC
Phone: 847-287-9292
Email: ajohnson@insiterealestate.com

Property Information

Parcel ID: 13-04-25-020329-000-00 (a portion of)	**Parcel Address:** 741 Blanding Blvd, Orange Park, FL
Current Land Use: COM (Commercial) & UC-10 (Urban Core 10)	**Current Zoning:** PS-3 (Private Services) & BB (Intermediate Business District)
Proposed Land Use: COM (Commercial)	**Total Acres:** 9.0 +/- acres portion of the parcel **Acres affected by FLU change: 2.0** +/- acres
Commission District: 3, Comm. Reninger	**Planning District:** OakLeaf Branan-Ridge

Introduction:

This application is a Small-Scale Comprehensive Plan Amendment to the 2045 Future Land Use Map (FLUM). The application would change a portion of a single parcel of land (2 acres) from Urban Core -10 (UC-10) and Commercial (COM) to Commercial (COM). The Applicant is proposing a Day Care facility on the 2 acre tract.

The parcel is located on the south side of Blanding Boulevard in between Meadow Drive and Twelve Oaks Dr and currently holds a hospice facility owned by North Central Florida Hospice, Inc. The proposed development tract is on the east side of the hospice facility and is currently vacant. The lot currently has Commercial Land Use south of Blanding Blvd to 300 ft and from there, further south, is Urban Core 10 on the remainder of the lot. As the lot has split land use, the Applicant is changing the entire lot to Commercial land use to accommodate the proposed Day Care facility.

A companion Rezoning application (ZON 25-0037) changing the tract from BB & PS-3 to BA follows this comprehensive plan amendment.

Figure 1 – Location Map

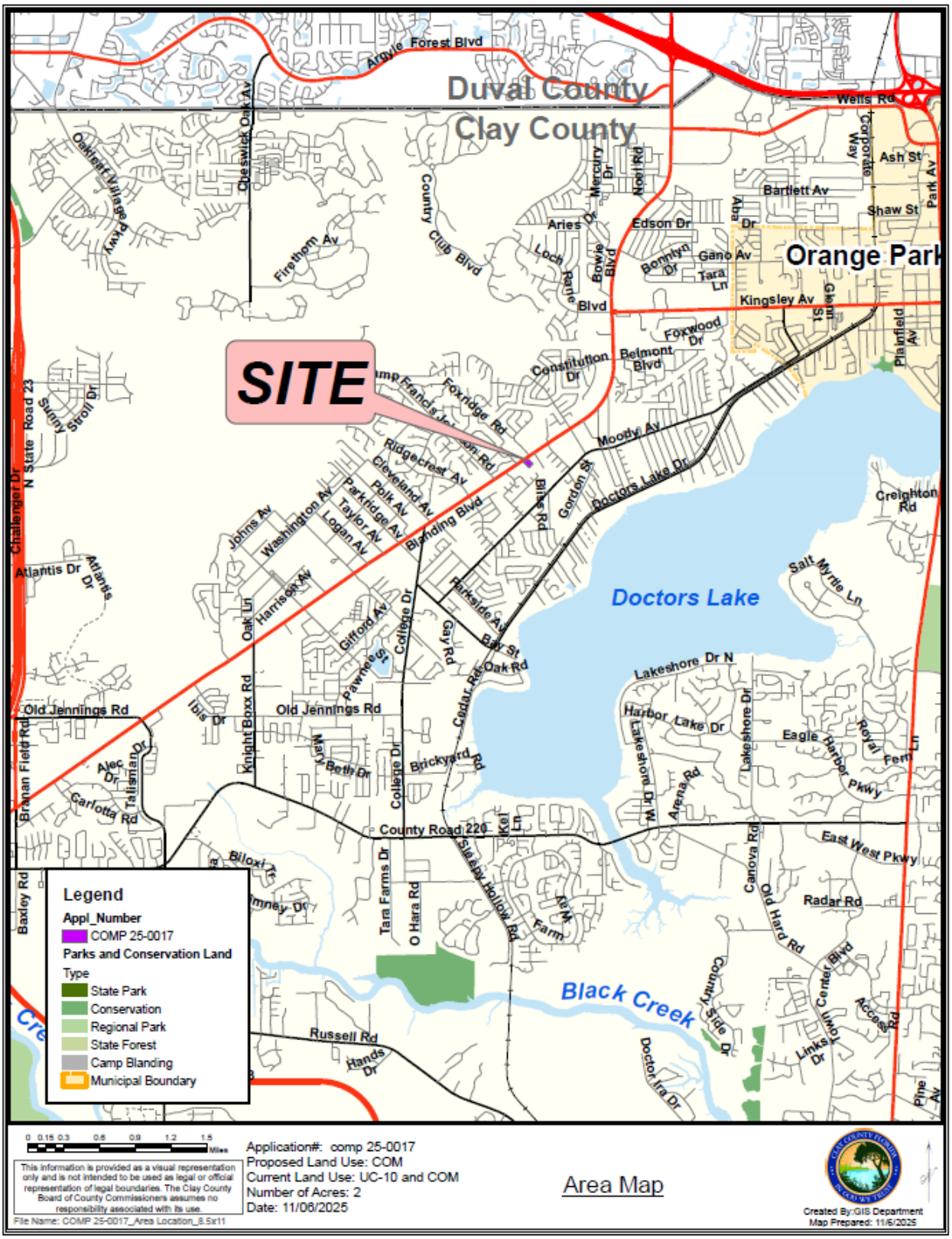


Figure 2 – Parcel Map

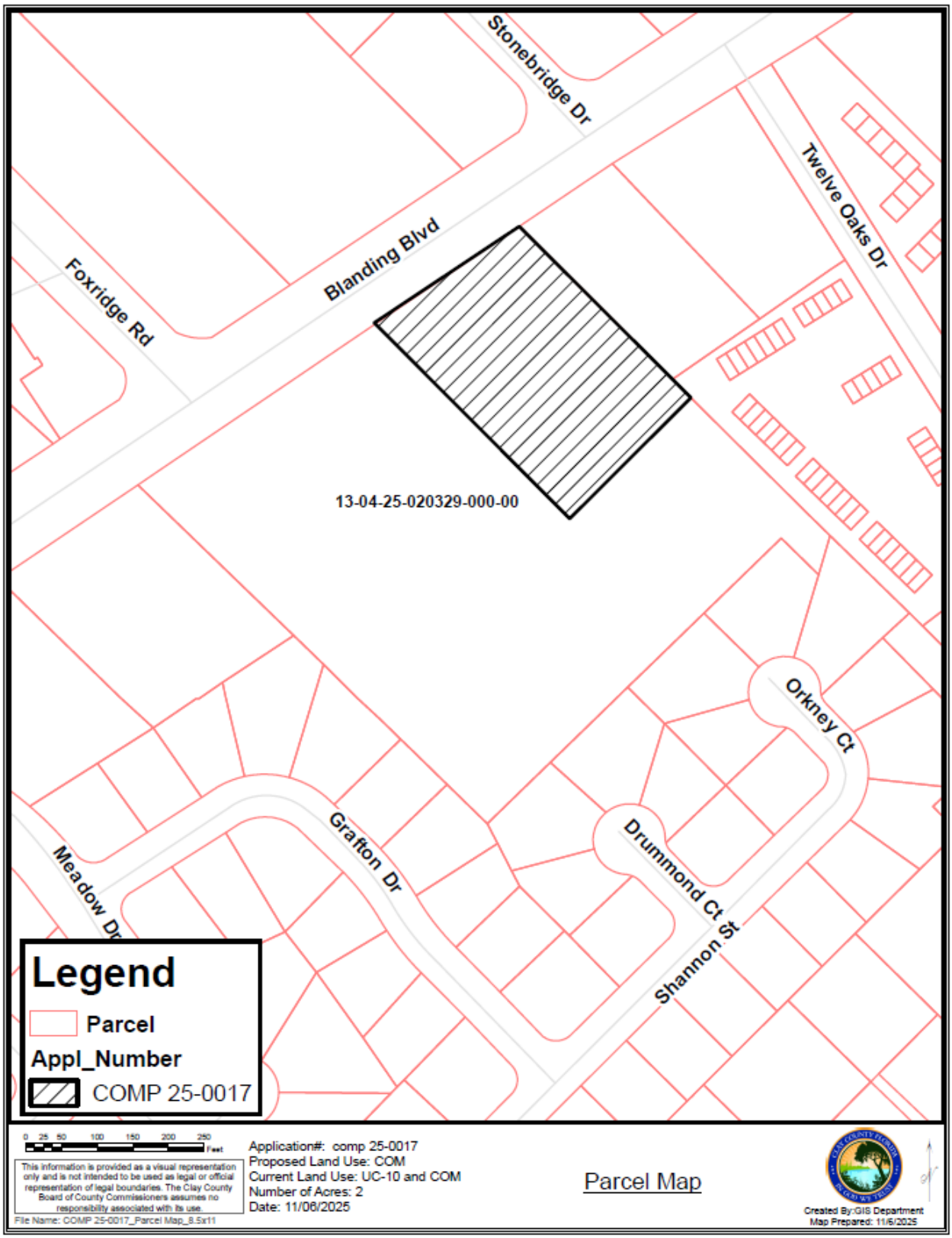


Figure 3 - Aerial Photo

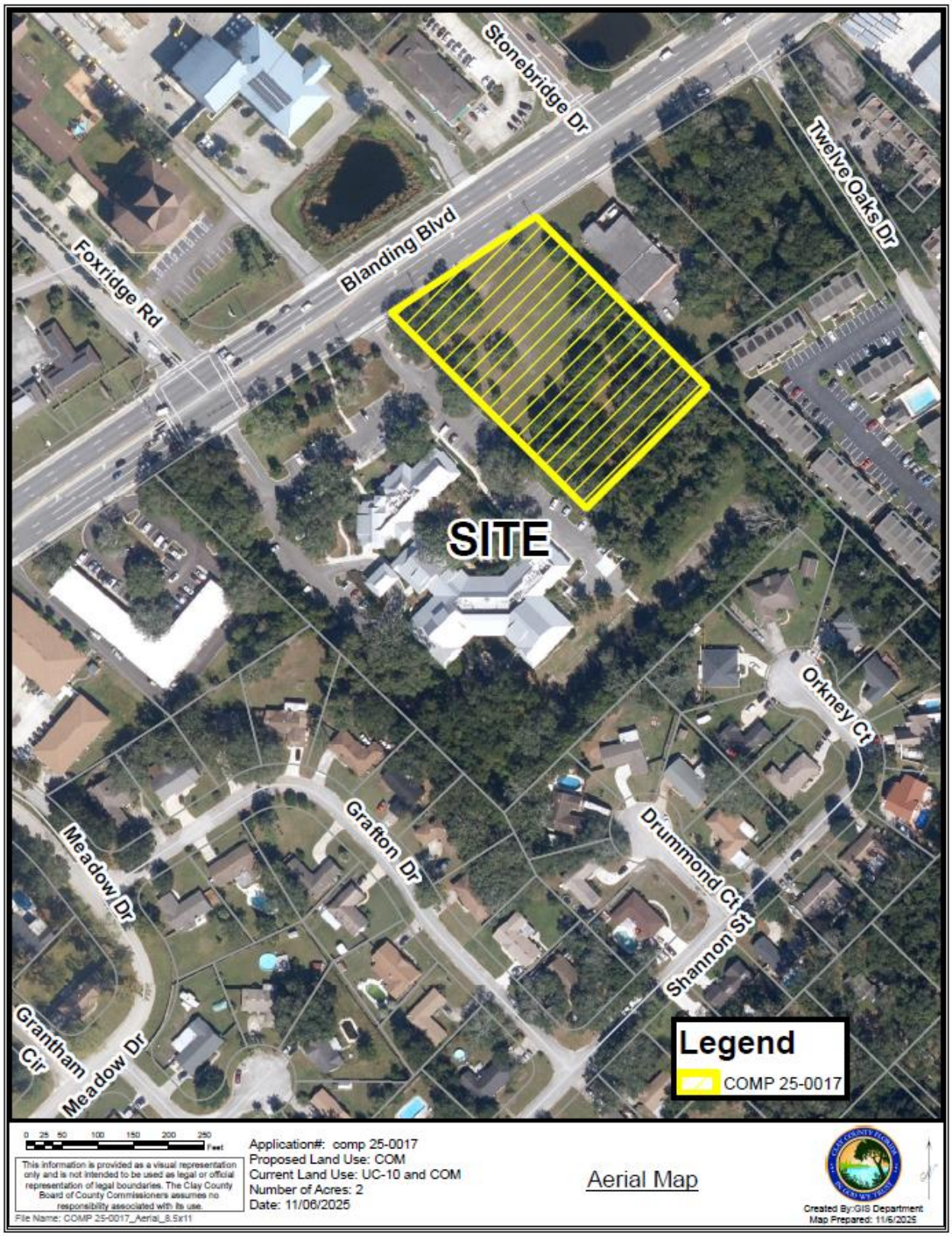


Figure 4 – Existing Future Land Use Designation Map

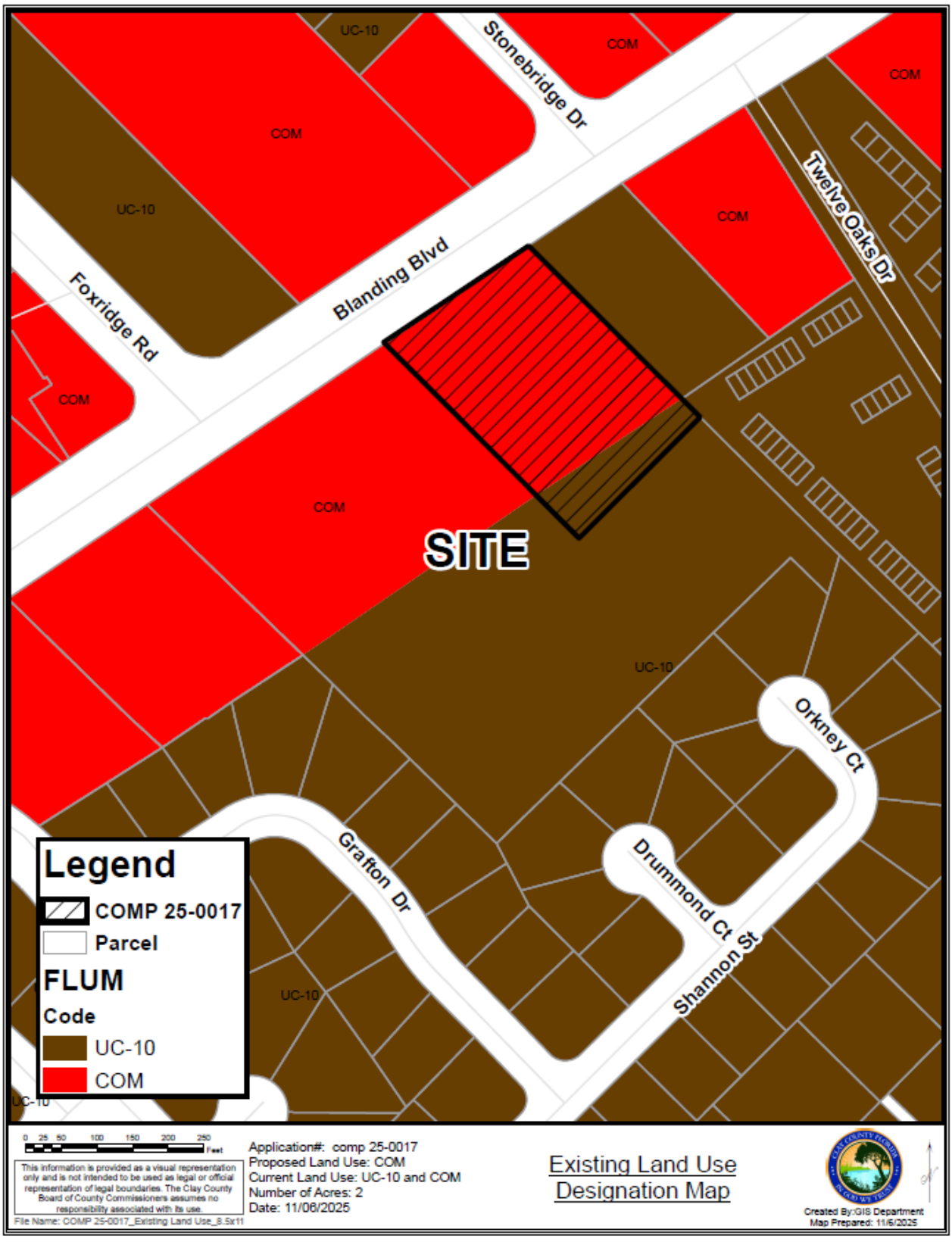


Figure 5 – Proposed Future Land Use Designation Map

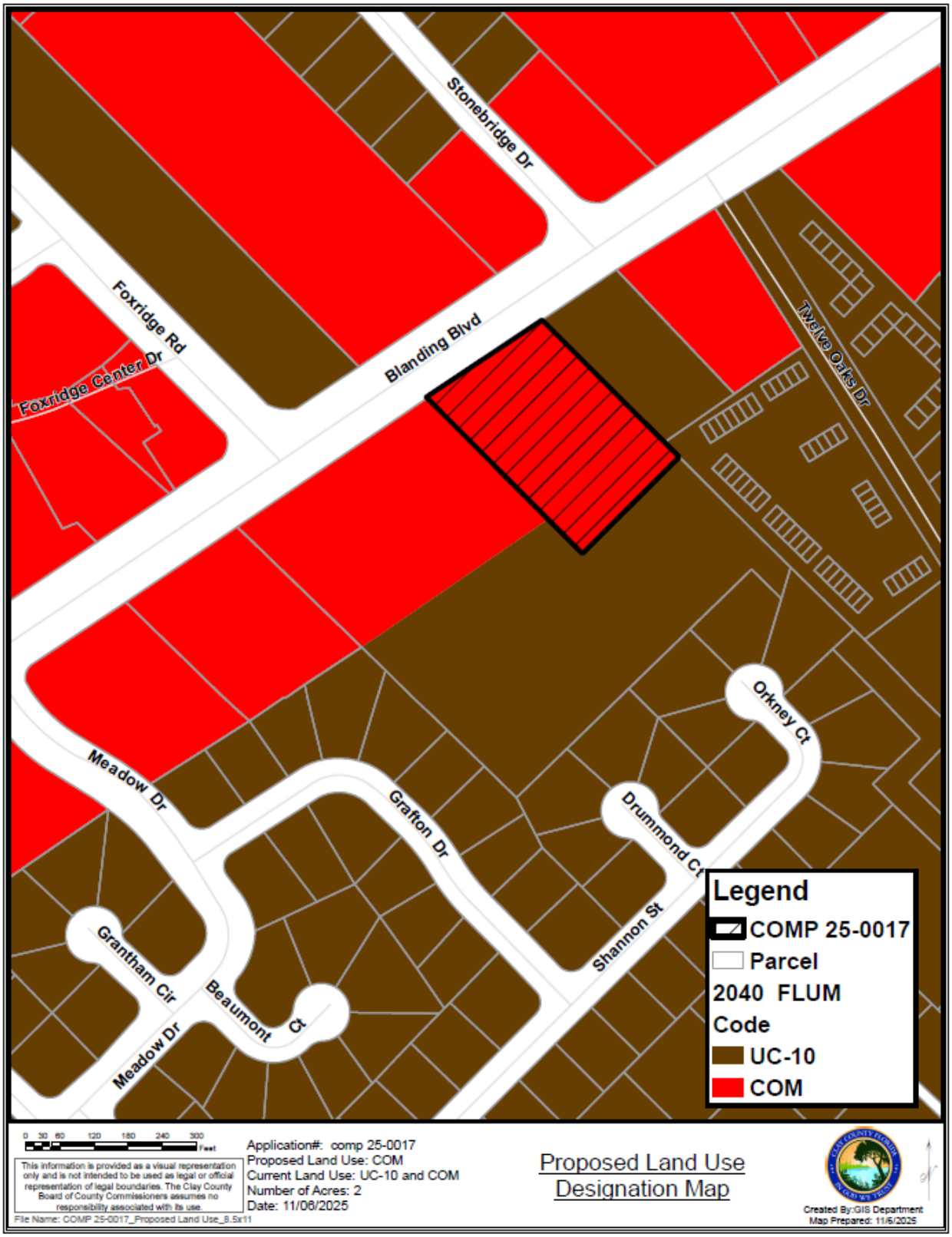
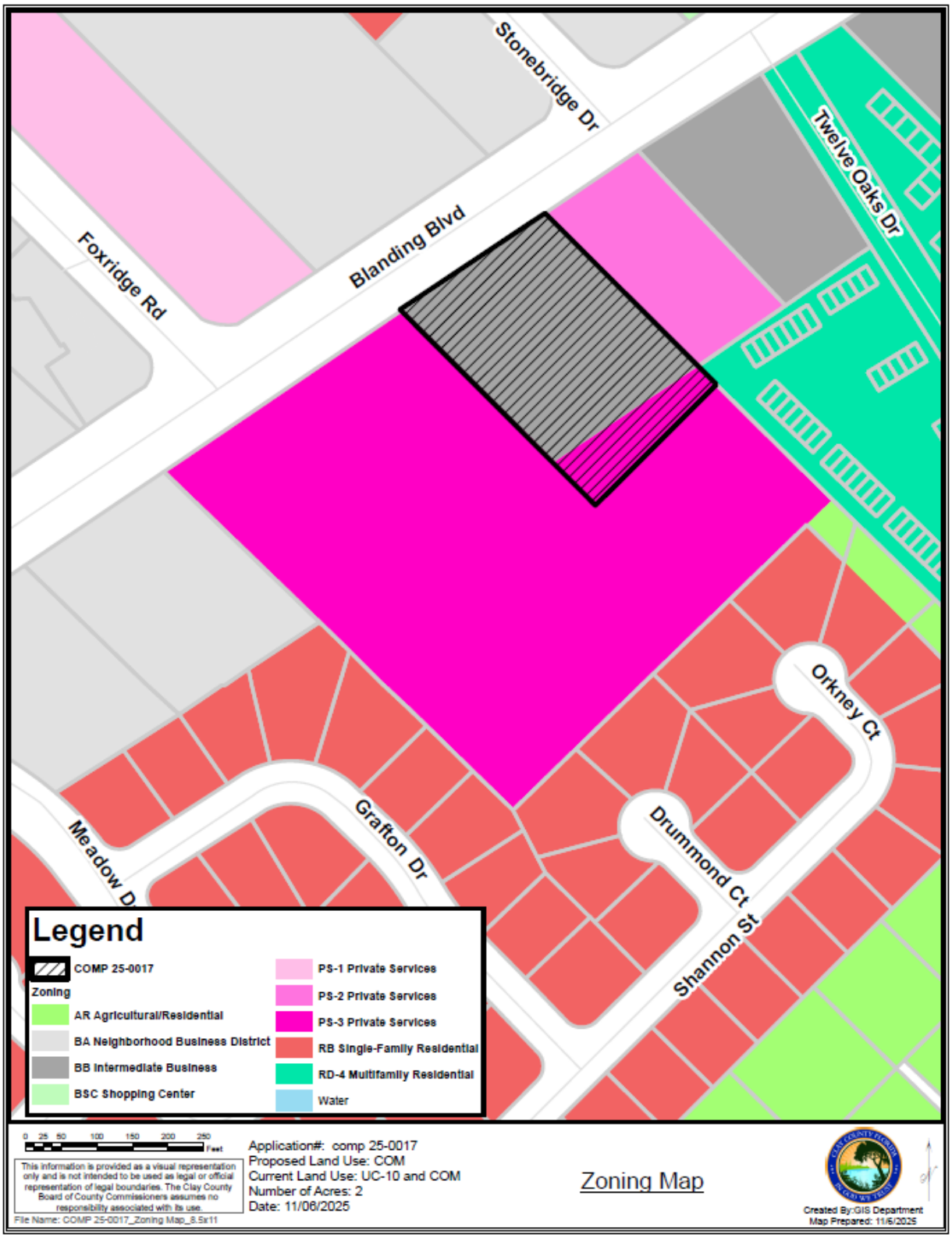


Figure 6 – Zoning Map



Availability of Services

Traffic Facilities:
Trip Generation calculated as: Day Care Center (ITE 565) P.M. Peak Hour of Generator Weekday

Average Rate of Vehicle Trips per 1000 sf = 11.12

Maximum Square Feet for area if the parcel that changing to commercial from residential(s) = 4704 sq.ft.

Total PM Peak Hour Trips for this project = 52 trips (11.12 x 4,704 sq.ft. / 1,000 sq.ft. = 52.3)

Roadway LOS

Road	Segment	Avg. Daily Trips	Adopted LOS
Blanding Blvd. S.R. 21	College Dr.	86,000	F

There does not appear to be capacity on Blanding Blvd to accommodate the potential increase in traffic on a weekday without exacerbating the deficient roadway. However, the County's Mobility Fee will apply to the development of the property in order to improve that traffic condition.

Schools:
There are no residential uses associated with this land use change.

Recreation:
There are no residential uses associated with this land use change.

Water and Wastewater:
Water and sewer are both available along Blanding Blvd. for the proposed use.

Stormwater/Drainage:
Stormwater management for any new construction will need to meet County and Water Management District standards.

Solid Waste:
Clay County has existing solid waste capacity to service to the area.

Chesser Island Road Regional Landfill Capacity

Remaining Capacity ---------- 55,565,151 cubic yards

Daily Tons ----------4,537 tons

Rate of Fill ----------5,041 cubic yards per day

Estimated Fill Date ----------01/04/55

Years Remaining ----------38 years

Source: Environmental Protection Division, Georgia Department of Natural Resources,

Land Suitability:

Soils:

See Figure 7.

Flood Plain:

Development impacts within any floodplain area on the subject parcel will be required to be mitigated. See Figure 8.

Topography:

The subject parcel has relatively flat as is evidenced by Figure 9.

Regionally Significant Habitat:

There have been black bear sightings to the southwest of the subject parcel. See Figure 10.

Historic Resources:

There are no historic resource structures on the subject parcel although historic structure locations have been mapped to the southwest of the subject parcel. See Figure 11.

Compatibility with Military Installations:

The subject property is not located near Camp Blanding.

Analysis of Surrounding Uses

The proposed future land use amendment would change a portion of the total parcel acreage of a single parcel of land (2 acres) from to Commercial (COM) and Urban Core 10 (UC-10) to make the entire parcel Commercial (COM) . This change would be in keeping with the character of the surrounding districts as shown in the table below:

	Future Land Use	Zoning District
North	Urban Core – 10 (UC-10) and Commercial (COM)	Neighborhood Business (BA) and Private Services -1 (PS-1)
South	Urban Core – 10 (UC-10)	Single Family Residential (RB)
East	Urban Core – 10 (UC-10)	Private Services -2 and Multi-family Residential (RD)
West	Urban Core – 10 (UC-10) and Commercial (COM)	Private Services – 3 (PS-3)

Figure 7 – Soil Map

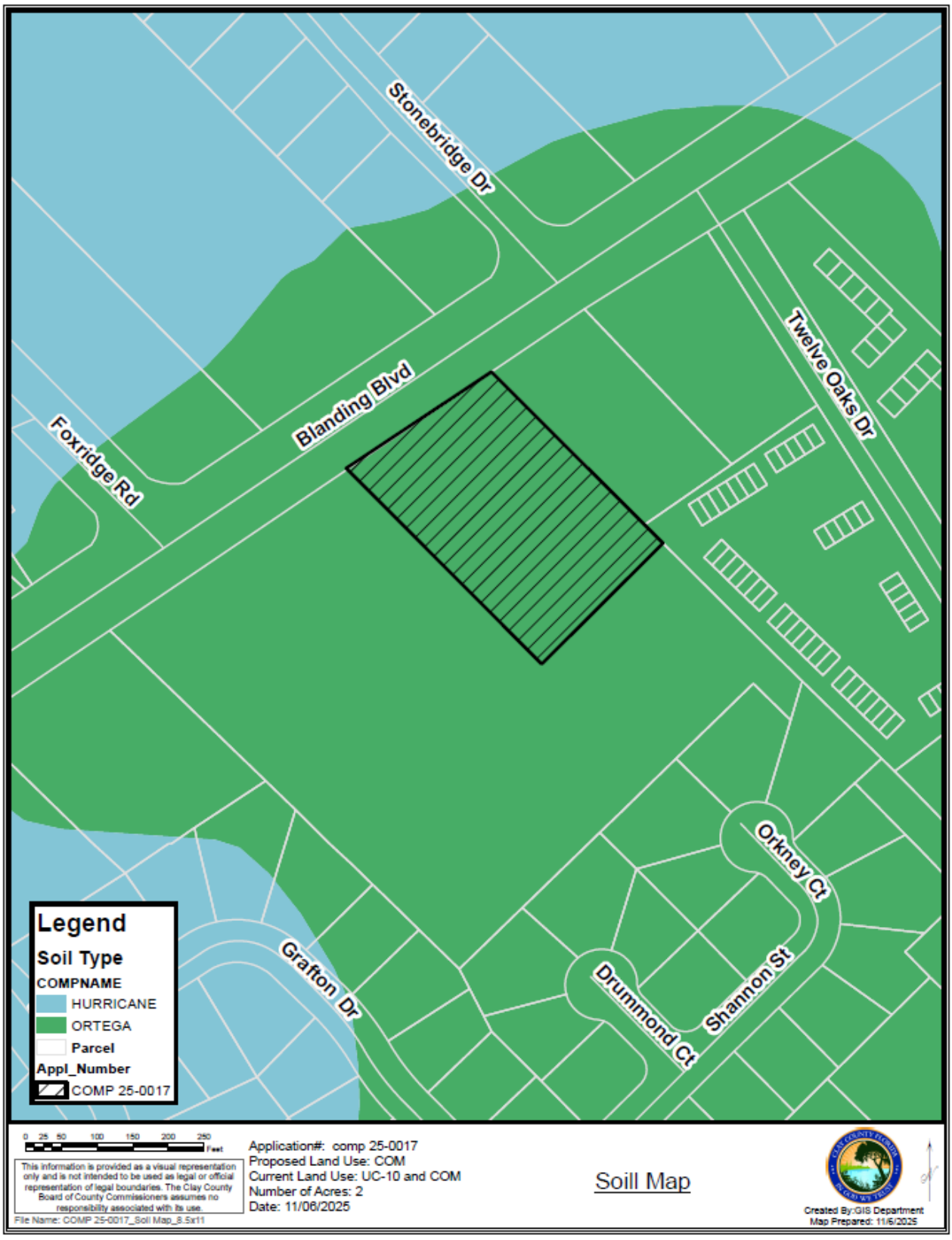


Figure 8 – Flood Zone Map

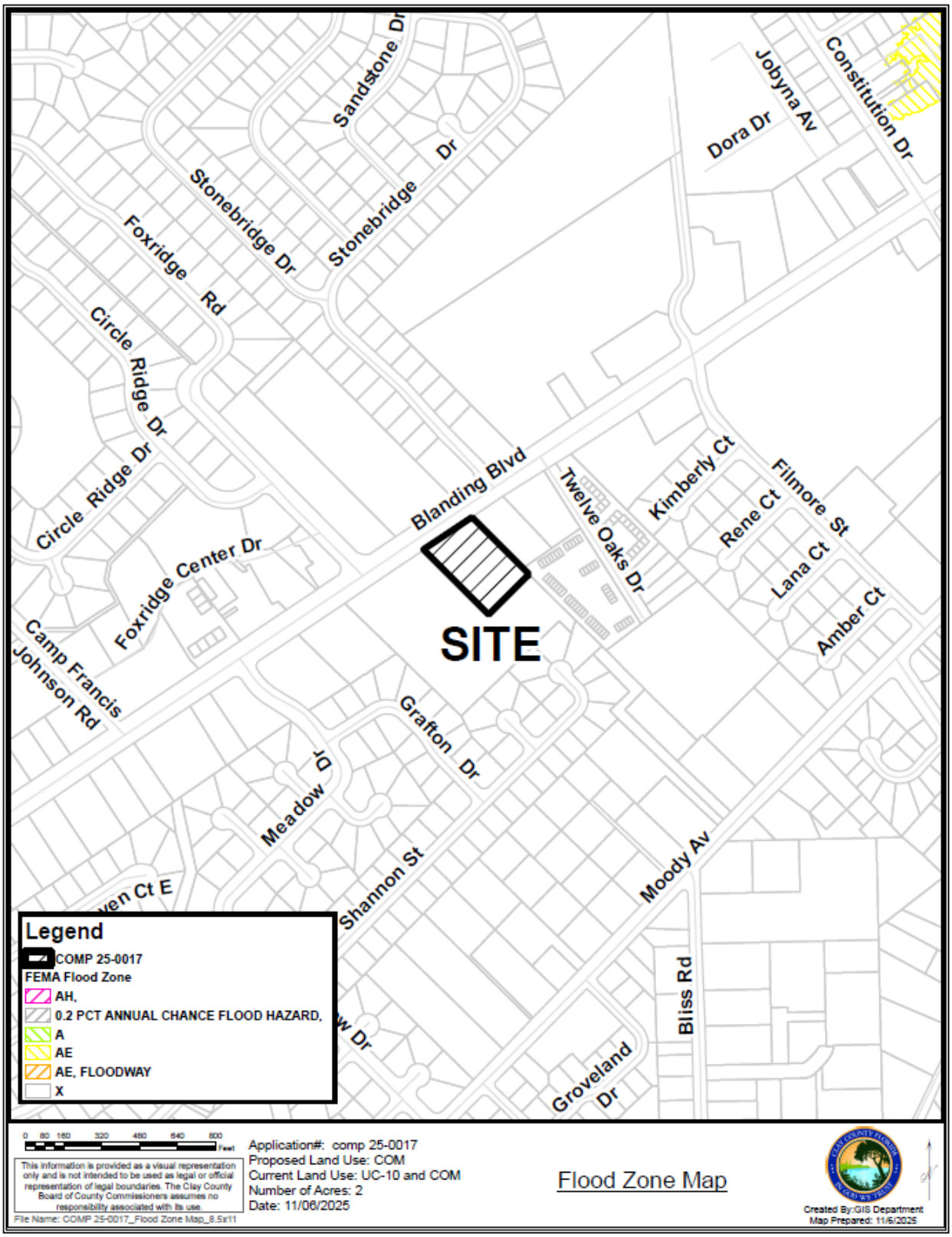


Figure 9 – Topography Map

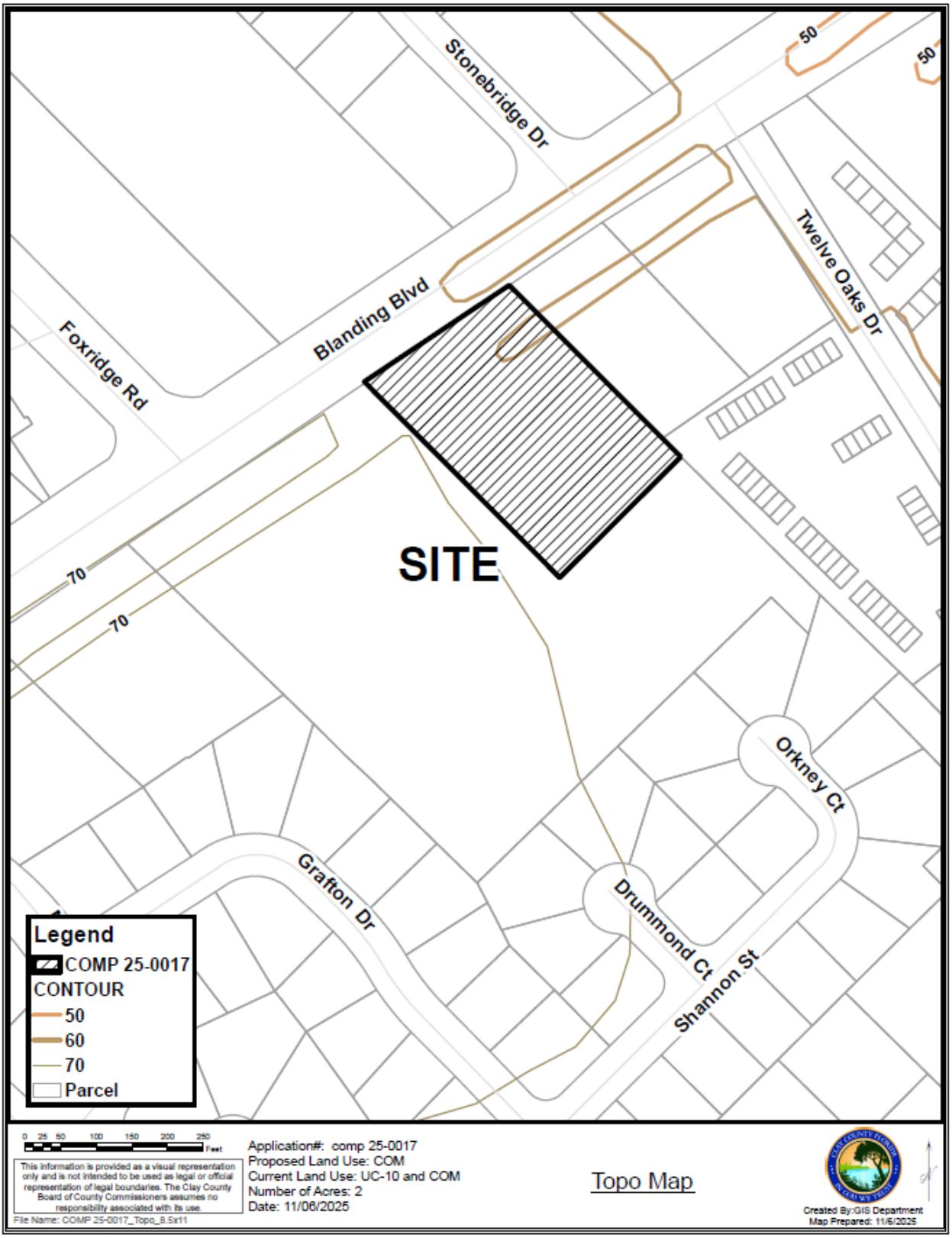


Figure 10 – Habitat Value Map

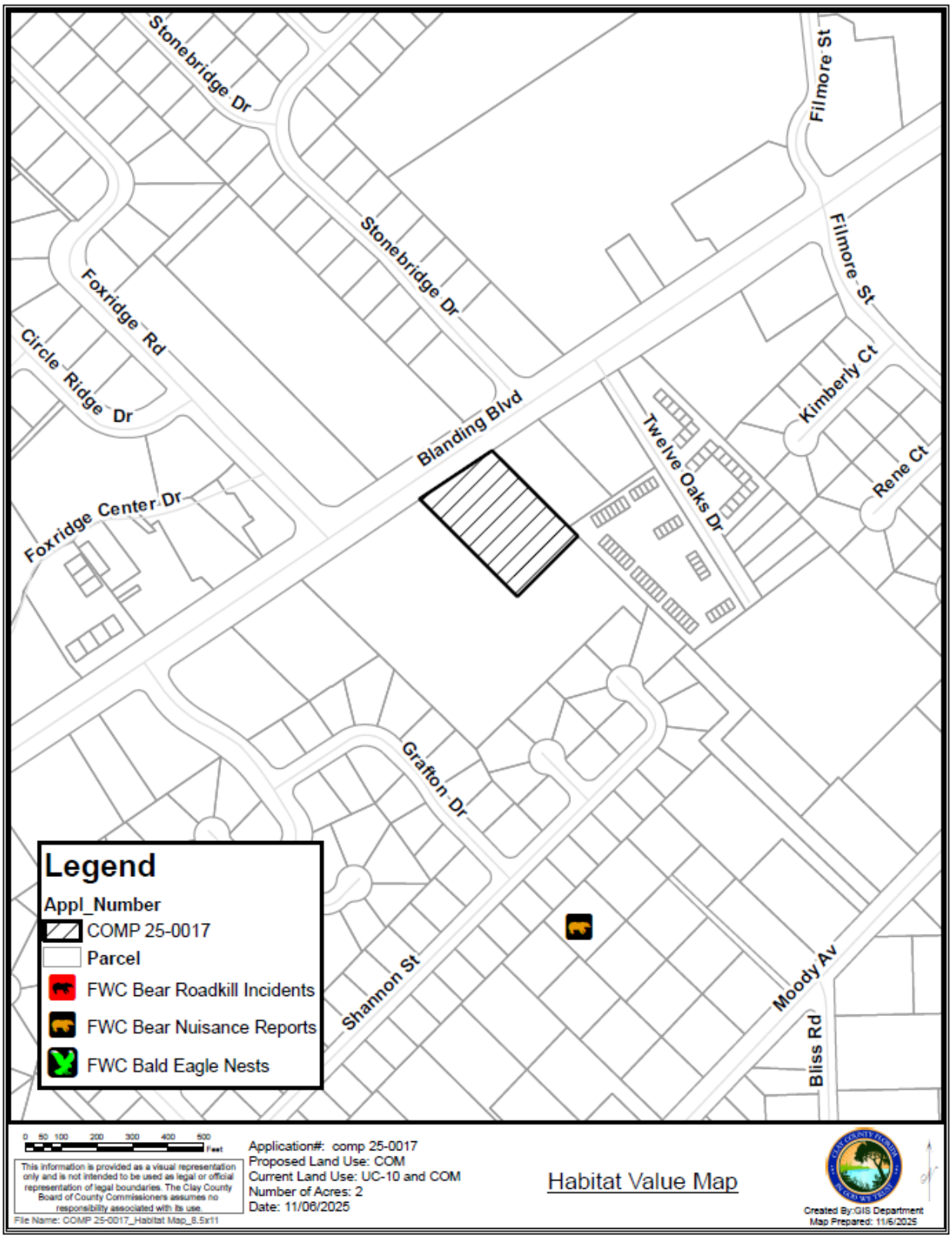
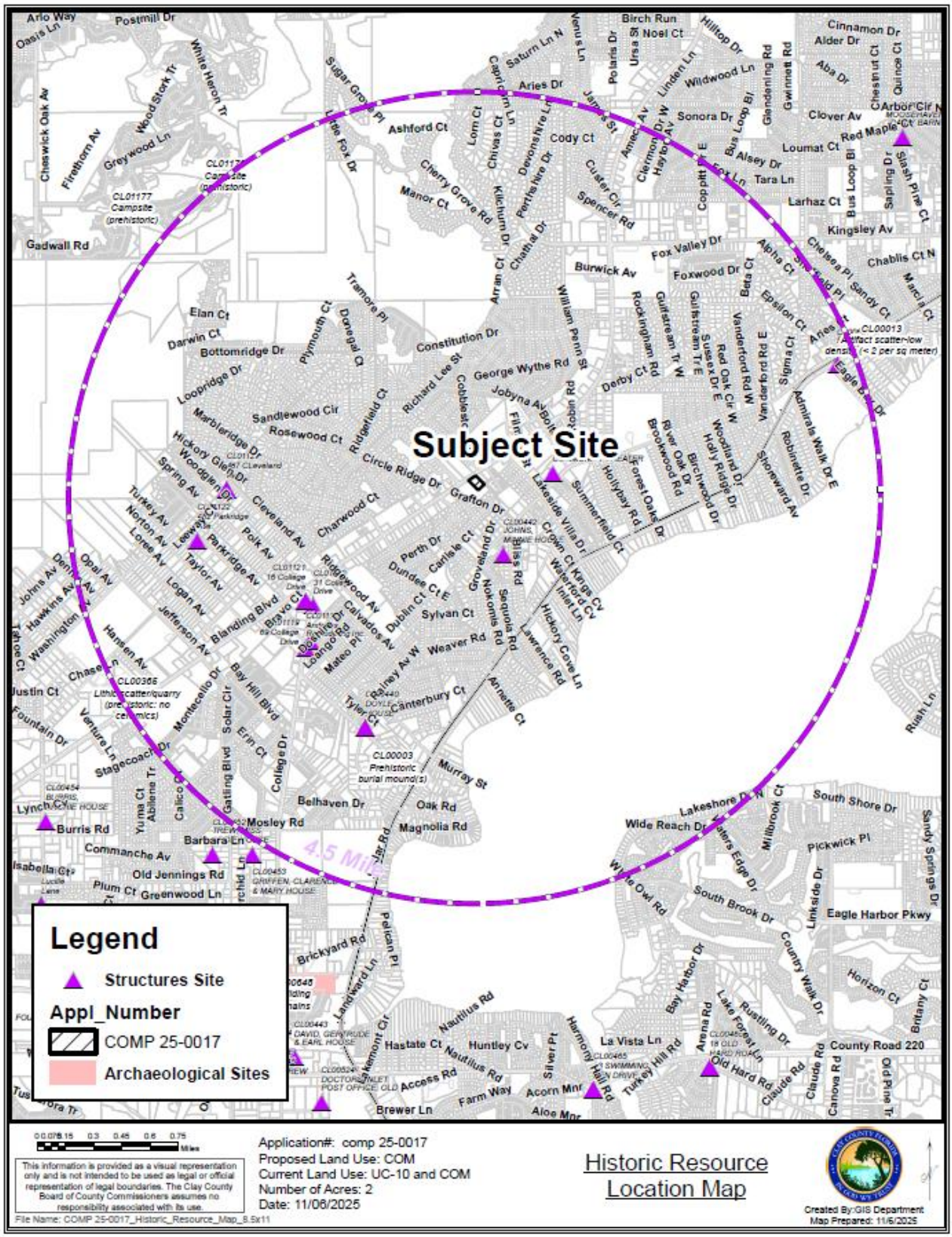


Figure 11 - Historical Resources



Relevant Clay County 2045 Comprehensive Plan Policies

The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment:

FLU Policy 1.4.1.9 Commercial (COM)

The commercial designation accommodates the full range of sales, service, and office activities. These uses may occur in self-contained shopping centers, free standing structures, campus-like business parks, central business districts, or along arterial highways. These areas are intended for larger scale, more intensive community-type commercial uses. The location of commercial development shall be concentrated at major intersections and within Activity Centers and Planned Communities. The development shall create a commercial node, not a strip, with a mixture of retail, office, and hotel uses.

FLU Policy 1.4.8

Amendments to designate additional commercial land use on the Future Land Use Map and otherwise eligible for consideration as small scale amendments pursuant to Section 163.3187(1)(c), F.S., shall be further limited to those meeting the Infill and/or the Unified Plan criteria following:

1) Infill: The application parcel is located between parcels with an existing designation of commercial, institutional and/or industrial land use which (1) are located on the same side of the roadway serving the parcel, and (2) are no more than 500 feet apart as measured at the road right of way.

2) Unified Plan: The application parcel increases the depth of parcels with an existing designation of commercial land use provided that (1) the resulting development parcel is greater than 10 acres and (2) the resulting dimensions of the development parcel permit a unified plan of development including shared access, signage and infrastructure. Unified Plan Applications shall be limited in location to the intersection of two roadways, one of which must be designated as an arterial or major collector and the other of which must be designated as an arterial, major collector or minor collector. Amendments approved pursuant to these criteria shall be required to proceed as a Planned Unit Development (PUD) or Planned Commercial Development (PCD) requiring shared access, shared signage, and shared infrastructure.

3) Subsection 2 shall not apply to those single parcels with multiple land use designations, one of which is commercial, as of January 1, 2021.

Analysis Regarding Urban Sprawl

It is the intent of Clay County to discourage the proliferation of Urban Sprawl. As required by FS 163.3177, all proposed comprehensive plan amendments are to be analyzed to ensure that urban sprawl and its negative impacts are not promoted.

FS 163.3177(6)(a)9.a - The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

(I.) *Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.*

(II.) *Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*

(III.) *Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.*

(IV.) *Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.*

(V.) *Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.*

(VI.) *Fails to maximize use of existing public facilities and services.*

(VII.) *Fails to maximize use of future public facilities and services.*

(VIII.) *Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.*

(IX.) *Fails to provide a clear separation between rural and urban uses.*

(X.) *Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.*

(XI.) *Fails to encourage a functional mix of uses.*

(XII.) *Results in poor accessibility among linked or related land uses.*

(XIII.) *Results in the loss of significant amounts of functional open space.*

FS 163.3177(6)(a)9.b - The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I.) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

(II.) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

(III.) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.*

(IV.) *Promotes conservation of water and energy.*

(V.) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.*

(VI.) *Preserves open space and natural lands and provides for public open space and recreation needs.*

(VII.) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.*

(VIII.) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.*

Specifically, the proposed amendment shall be determined to discourage the proliferation of urban sprawl because it incorporates a development pattern or urban form that achieves the following:

Staff Finding: Directs economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Staff Finding: The proposed amendment is an infill development project located between another commercial land use parcel and a institutional uses (infrastructure support) which maximizes the use of existing public infrastructure and services.

Staff Finding: Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils by redeveloping existing developed lands.

Staff Finding: Does not further impact open space and natural lands as it is redevelopment of previously developed residential.

Recommendation

The item was heard by the OakLeaf Branan/Ridge Citizens Advisory Committee on December 1 and they provided a recommendation of approval 5-0.

The Planning Commission heard the item at its regularly scheduled public hearing on January 6, 2026 and recommended approval 7-0

Based on the criteria in the Report, Staff recommend approval of COMP 25-0017.

Ordinance No. 2026 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY 2045 COMPREHENSIVE PLAN INITIALLY ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, UNDER ORDINANCE NO. 2025-10, AS SUBSEQUENTLY AMENDED, IN ORDER TO AMEND THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PORTION OF A SINGLE PARCEL OF LAND (TAX PARCEL IDENTIFICATION # 13-04-25-020329-000-00), TOTALING APPROXIMATELY 2 ACRES, FROM URBAN CORE 10 (UC-10) AND COMMERCIAL (COM) TO COMMERCIAL (COM); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 25, 2025, the Board of County Commissioners of Clay County, Florida (the "Board"), adopted Ordinance No. 2025-10, which adopted the Clay County 2045 Comprehensive Plan (the "Plan"); and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto and provides that Section 163.3187, Florida Statutes, may be followed for plan amendments qualifying as small-scale development; and,

WHEREAS, Application COMP 25-0017, requests an amendment to the Plan; and,

WHEREAS, the Board desires to amend the Plan as provided for below.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Clay County Ordinance No. 2025-, as amended, is amended as provided in Section 2 hereof.

Section 2. The adopted Future Land Use Map of the Plan is hereby amended such that the Future Land Use designation for a portion of a single parcel of land (tax parcel identification # 13-04-25-020329-000-00), totaling approximately 2.0 acres, described in Exhibit "A-1", and depicted in Exhibit "A-2" is hereby changed from UC-10 (Urban Core–10) and COM (Commercial) to Commercial (COM).

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The effective date of this Plan amendment shall be 31 days after adoption unless the amendment is challenged pursuant to 163.3187, Florida Statutes. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or the Administration Commission finding the amendment in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of January, 2026

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, Its Chairman

ATTEST:

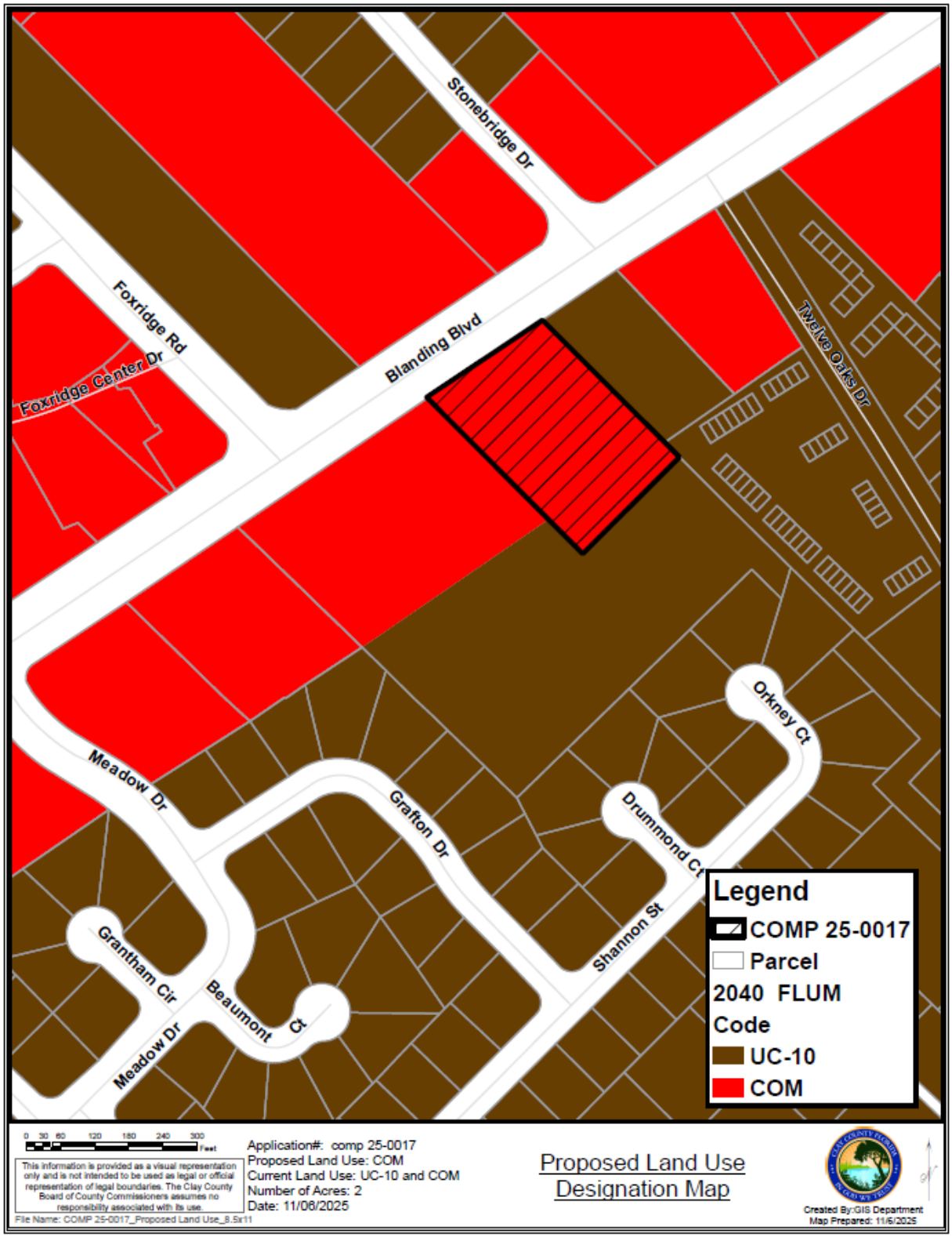
By: _____
Tara S. Green,
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Exhibit “A-1”

A PART OF LOT 17, SECTION 12, RIDGEWOOD, AS RECORDED ON A MAP AS RECORDED IN DEED BOOK "Q", PAGE 663 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 16, SECTION 12, RIDGEWOOD OF SAID PUBLIC RECORDS OF CLAY COUNTY; THENCE NORTH 45°02'00" EAST, A DISTANCE OF 35.00 FEET TO THE NORTHEASTERLY LINE OF THE MEADOWS AS RECORDED IN PLAT BOOK 15, PAGES 64 THROUGH 66 OF AFORESAID PUBLIC RECORDS; THENCE NORTH 44°56'30" WEST, ALONG SAID LINE, A DISTANCE OF 474.73 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 21, ALSO KNOWN AS BLANDING BOULEVARD; THENCE NORTH 56°21'30" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 387.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 56°21'30" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 244.74 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF AFORESAID LOT 17, SECTION 12, RIDGEWOOD; THENCE SOUTH 44°56'30" EAST, DEPARTING SAID RIGHT OF WAY LINE, ALONG SAID NORTHEASTERLY LINE OF LOT 17, A DISTANCE OF 340.00 FEET; THENCE SOUTH 45°03'30" WEST, A DISTANCE OF 240.00 FEET; THENCE NORTH 44°56'30" WEST, A DISTANCE OF 387.96 FEET TO THE POINT OF BEGINNING.
(CONTAINING 2.00 ACRES, MORE OR LESS)

Exhibit “A-2”


Stonebridge Dr
Foxridge Rd
Foxridge Center Dr
Blanding Blvd
Twelve Oaks Dr
Orkney Ct
Meadow Dr
Grafton Dr
Drummond Ct
Shannon St
Grantham Cir
Beaumont Ct
Meadow Dr
Legend
COMP 25-0017
Parcel
2040 FLUM Code
UC-10
COM
0 30 60 120 180 240 300 Feet
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.
File Name: COMP 25-0017_Proposed Land Use_8.5x11
Application#: comp 25-0017
Proposed Land Use: COM
Current Land Use: UC-10 and COM
Number of Acres: 2
Date: 11/06/2025
Proposed Land Use Designation Map
Created By:GIS Department
Map Prepared: 11/6/2025

Staff Report and Recommendations for ZON 25-0037

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: North Central Florida Hospice, Inc.
Agent: InSite Real Estate Investment Properties, LLC
Phone: 847-287-9292
Email: ajohnson@insiterealestate.com

Property Information

Parcel ID: 13-04-25-020329-000-00(a portion of)
Parcel Address: 741 Blanding Blvd.
Current Zoning: BB / PS-3
Current Land Use: COMM / UC10
Proposed Zoning: BA
Total Acres: 2 acres of the 9 acre parcel

Commission District: 3, Commissioner Renninger
Planning District: OakLeaf Branan-Ridge

Introduction:

This application is a rezoning to change a portion of a single parcel of land (9 acres) from Intermediate Business and Private Services -3 zoning district to Neighborhood Business District to allow for a day care facility.

The parcel currently holds a hospice facility owned by the North Central Florida Hospice, Inc. The lot on the east side of the facility is currently vacant and is in the Intermediate Business (BB) Zoning District. So the parcel has split zoning. The parcel is located on the south side of Blanding Boulevard in between Meadow Drive and Twelve Oaks Dr.

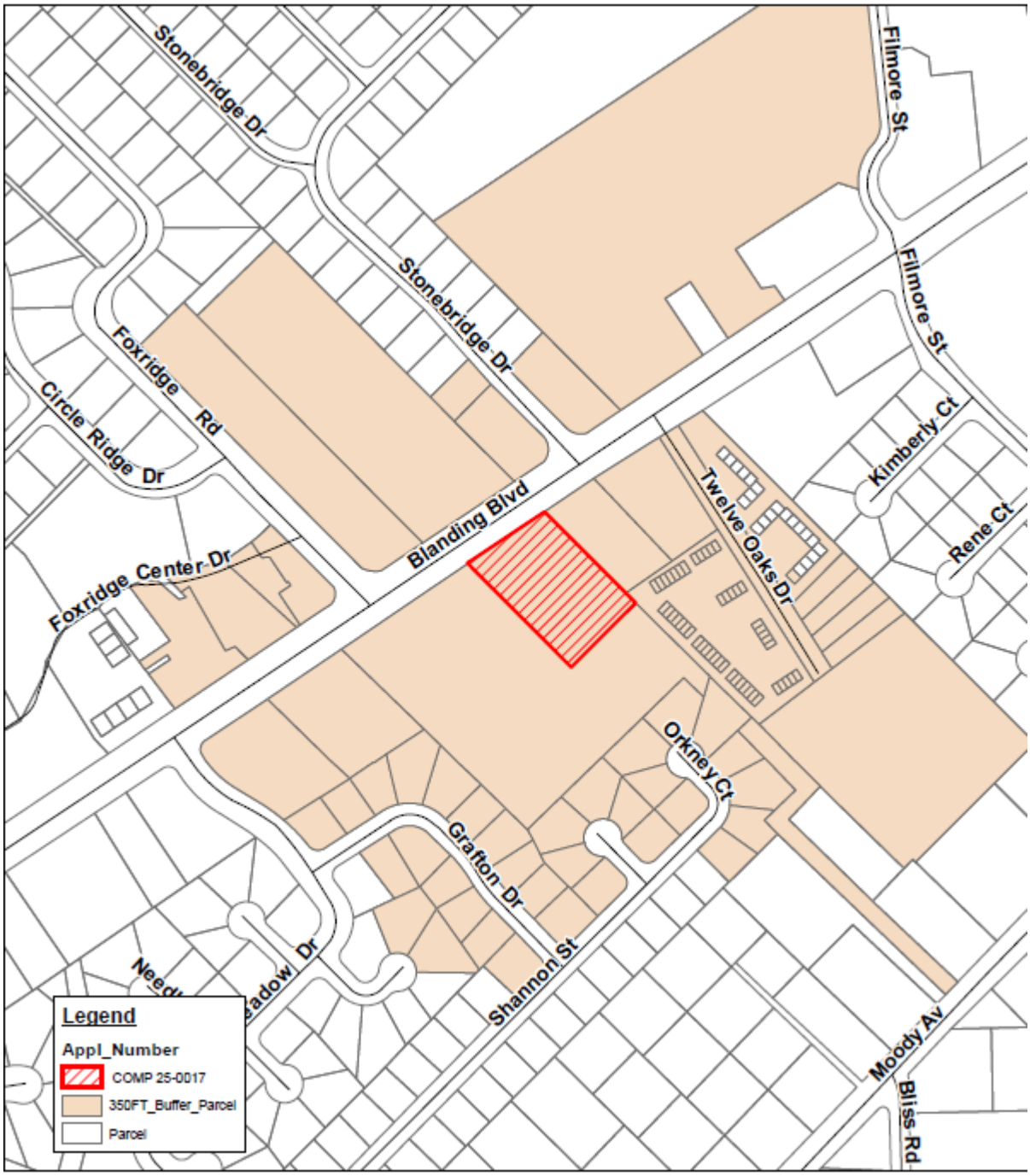
As discussed, the parcel is comprised of PS-3 zoning and BB zoning. The Applicant would like to develop a childcare facility, and the proposed size will be larger than the existing BB portion of the property. The Application is requesting to change the entire BB portion of the lot and a sliver of the PS-3 portion to Neighborhood Business District (BA), which will support the intended childcare facility.

A companion Comprehensive Plan Amendment application preceded this application.

Figure 1 – Location Map



Figure 2 – Parcel Map



32

Figure 4 – Existing Zoning Map

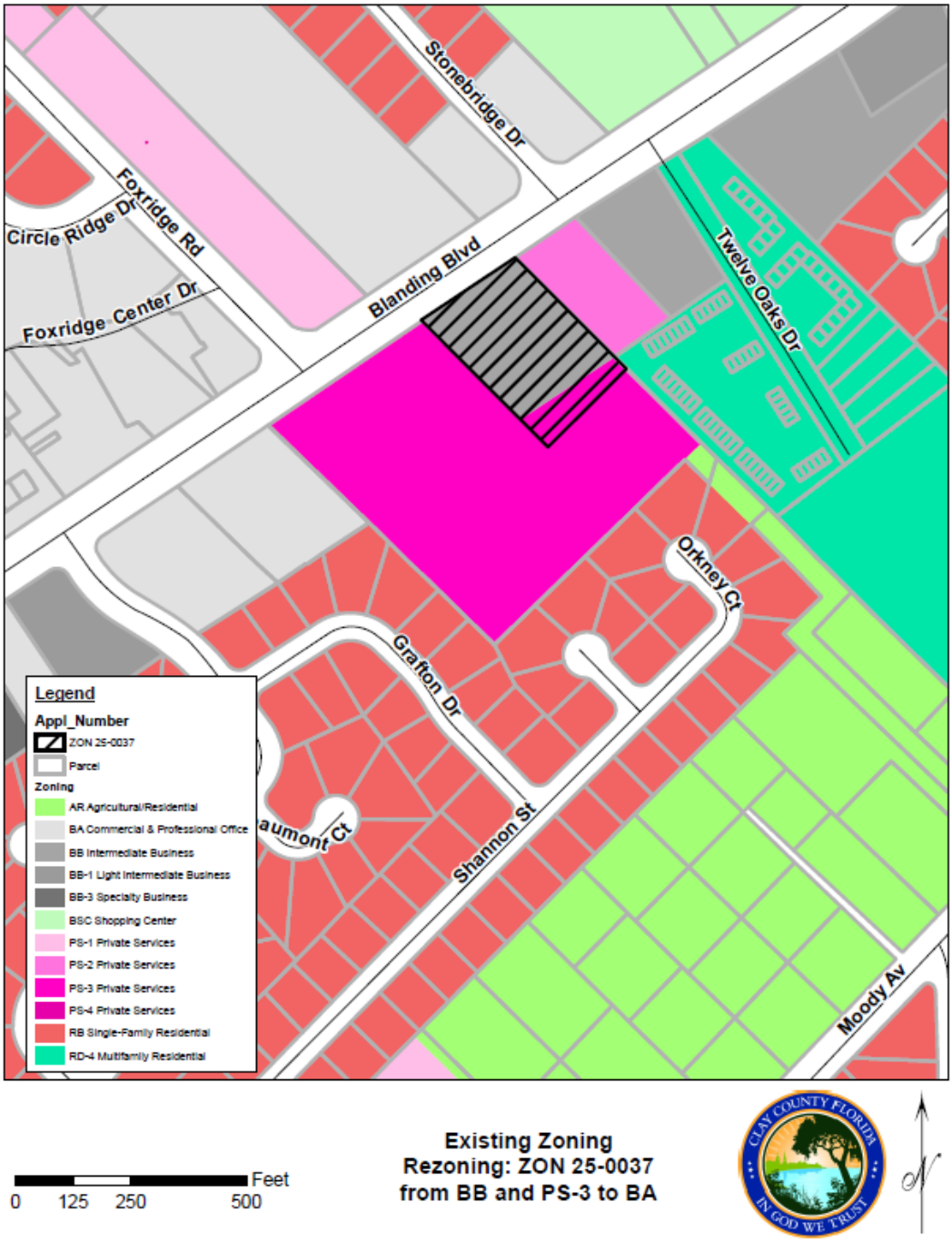
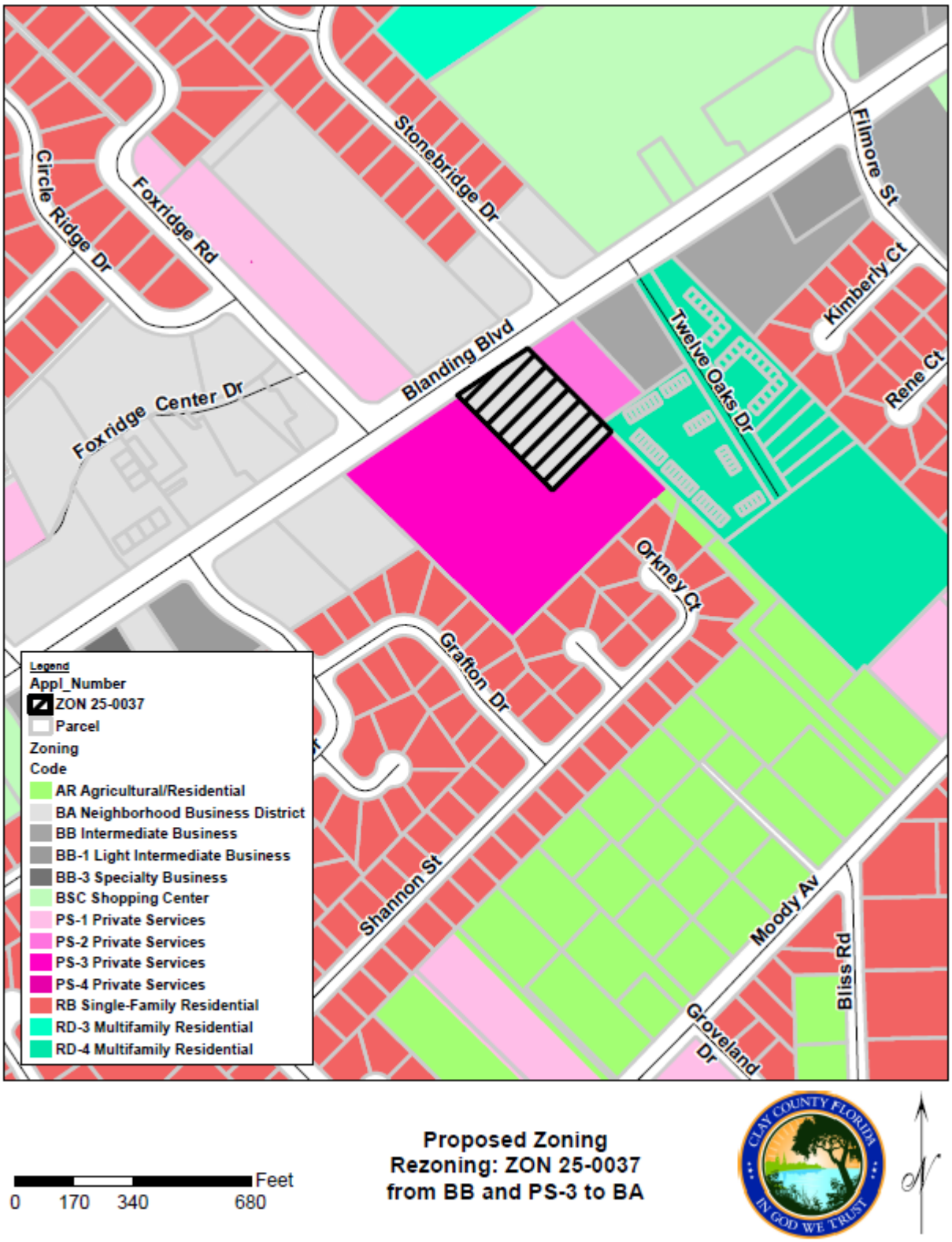


Figure 5 – Proposed Zoning Map



Analysis of Surrounding Uses

The proposed rezoning would change a portion of the total parcel acreage of a single parcel of land (9 acres) from Intermediate Business District (BB) and Private Services -3 (PS-3) to Neighborhood Business (BA). This change would be in keeping with the character of the surrounding established business and residential districts as shown in the table below:

	Future Land Use	Zoning District
North	Urban Core – 10 (UC-10) and Commercial (COM)	Neighborhood Business (BA) and Private Services -1 (PS-1)
South	Urban Core – 10 (UC-10)	Single Family Residential (RB)
East	Urban Core – 10 (UC-10)	Private Services -2 and Multi-family Residential (RD)
West	Urban Core – 10 (UC-10) and Commercial (COM)	Private Services – 3 (PS-3)

Relevant Clay County 2045 Comprehensive Plan Policies

The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment:

FLU POLICY 1.4.8 Amendments to designate additional commercial land use on the Future Land Use Map and otherwise eligible for consideration as small scale amendments pursuant to Section 163.3187(l)(c), F.S., shall be further limited to those meeting the Infill and/or the Unified Plan criteria following:

1) Infill: The application parcel is located between parcels with an existing designation of commercial, institutional and/or industrial land use which (I) are located on the same side of the roadway serving the parcel, and (2) are no more than 500 feet apart as measured at the road right of way.

2) Unified Plan: The application parcel increases the depth of parcels with an existing designation of commercial land use provided that (I) the resulting development parcel is greater than 10 acres and (2) the resulting dimensions of the development parcel permit a unified plan of development including shared access, signage and infrastructure. Unified Plan Applications shall be limited in location to the intersection of two roadways, one of which must be designated as an arterial or major collector and the other of which must be designated as an arterial, major collector or minor collector. Amendments approved pursuant to these criteria shall be required to proceed as a Planned Unit Development (PUD) or Planned Commercial Development (PCD) requiring shared access, shared signage, and shared infrastructure. The County shall discourage urban sprawl by directing urban growth to the Urban Service Area (USA) where public facilities and services are available or are anticipated to be available within the horizon of this Plan.

3) Subsection 2 shall not apply to those single parcels with multiple land use designations, one of which is commercial, as of January 1, 2021.

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 a portion of a parcel from a potentially intense use to one that supports the residential uses surrounding it. The change will not create an isolated or unrelated 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 are not illogically drawn, the parcel is intended to be a commercial use. The lower intensity seems appropriate considering the surrounding uses of residential and private services.

(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 existing zoning of intense commercial was intended to serve the transportation investment of Blanding Boulevard. Investment continues to be provided in the area with new housing.

(d) Whether the affected real property cannot be used in accordance with existing zoning;

Staff Finding: The existing zoning could be used, however the district is typically reserved for a more intensive use. The portion of the lot that needs to be re-zoned, could not be zoned to BB as the district was retired in 1999.

(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 supports the intent of the future land use designation.

(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 parcel.

(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.

(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: The intensity and density on the subject parcel will not be changed by this rezoning.

Recommendation

The item was heard at the OakLeaf Branan-Ridge Citizens Advisory Committee on December 1st and they provided a recommendation of approval 5-0.

The Planning Commission heard the item at its regularly scheduled hearing on January 6, 2026, and provided a recommendation of approval 7-0.

Based on the findings in the report, Staff recommends approval of ZON 25-0037.

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 A PORTION OF A SINGLE PARCEL OF LAND (TAX PARCEL IDENTIFICATION #13-04-25-020329-000-00), TOTALING APPROXIMATELY 2 ACRES, FROM ITS PRESENT ZONING CLASSIFICATION OF INTERMEDIATE BUSINESS DISTRICT (BB) AND PRIVATE SERVICES - 3 (PS-3) TO NEIGHBORHOOD BUSINESS DISTRICT (BA); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Application ZON 25-0037 seeks to rezone certain real property totaling approximately 2 acres (tax parcel identification #13-04-25-020329-000-00) (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 of the Property is hereby changed from the present zoning classifications of Intermediate Business District (BB) and Private Services – 3 (PS-3) to Neighborhood Business District (BA).

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective upon the Ordinance adopting the comprehensive plan amendment requested in Application COMP 25-0017 becoming effective.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____day of January___, 2026.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, Its Chairman

ATTEST:

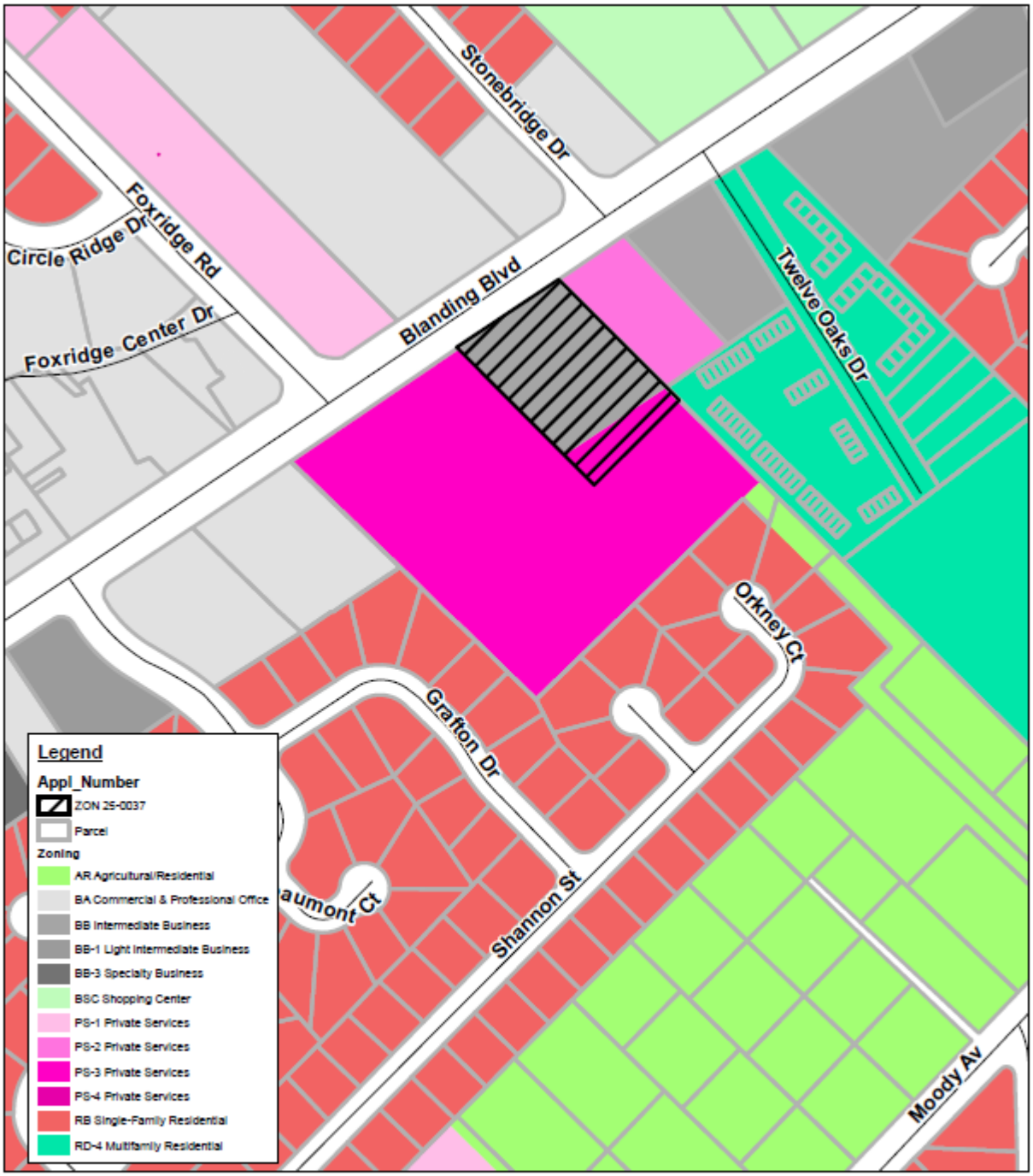
By: _____
Tara S. Green,
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Exhibit “A-1”

A PART OF LOT 17, SECTION 12, RIDGEWOOD, AS RECORDED ON A MAP AS RECORDED IN DEED BOOK "Q", PAGE 663 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 16, SECTION 12, RIDGEWOOD OF SAID PUBLIC RECORDS OF CLAY COUNTY; THENCE NORTH 45°02'00" EAST, A DISTANCE OF 35.00 FEET TO THE NORTHEASTERLY LINE OF THE MEADOWS AS RECORDED IN PLAT BOOK 15, PAGES 64 THROUGH 66 OF AFORESAID PUBLIC RECORDS; THENCE NORTH 44°56'30" WEST, ALONG SAID LINE, A DISTANCE OF 474.73 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 21, ALSO KNOWN AS BLANDING BOULEVARD; THENCE NORTH 56°21'30" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 387.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 56°21'30" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 244.74 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF AFORESAID LOT 17, SECTION 12, RIDGEWOOD; THENCE SOUTH 44°56'30" EAST, DEPARTING SAID RIGHT OF WAY LINE, ALONG SAID NORTHEASTERLY LINE OF LOT 17, A DISTANCE OF 340.00 FEET; THENCE SOUTH 45°03'30" WEST, A DISTANCE OF 240.00 FEET; THENCE NORTH 44°56'30" WEST, A DISTANCE OF 387.96 FEET TO THE POINT OF BEGINNING.

(CONTAINING 2.00 ACRES, MORE OR LESS)

Exhibit A-2



Existing Zoning
Rezoning: ZON 25-0037
from BB and PS-3 to BA

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners DATE: 12/10/2025

FROM: Jenni Bryla, AICP, Zoning Chief

SUBJECT: This item is a Staff initiated Land Development Code amendment to clarify definitions in Article I and to provide side setback standards for single family attached developments in RD (Multifamilly Residential). This amendment will also sunset the RC District.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The proposed changes to Article I are to clarify the definitions for Multiple Dwelling Use and Rooming House and to further clarify how lot frontage is measured for lots fronting on curved portions of roads.

The proposed changes to Article III are to amend the general provisions in the RC Zoning District to prevent further use of this district for future multifamily development which should be in the RD District (Multifamily) and to amend the RD District to provide for a side setback standard for single family attached development, to eliminate the Minimum Living Area requirement and to tabularize the Building Spacing and Lot and Building Requirements.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Staff Report ZON 25-0036	Cover Memo	1/7/2026	BCC_Staff_Report_ZON_25-0036_(Art._1___3)_jbdsada.pdf
	Ordinance	Ordinance	1/7/2026	Ordinance_draft_-_ZON_25-0036_(Art._1)_Final_dsada.pdf
	Ordinance	Ordinance	1/7/2026	Ordinance_draft_-_ZON_25-0036_(Art._3)_Finaldsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Rejected	1/7/2026 - 12:14 PM	AnswerNotes
Economic and Development Services	Bryla, Jenni	Approved	1/7/2026 - 1:35 PM	Resubmitted
Economic and Development Services	Carson, Beth	Approved	1/7/2026 - 2:55 PM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	1/7/2026 - 3:02 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	1/7/2026 - 4:08 PM	AnswerNotes

Staff Report and Recommendations for ZON-25-0036

Copies of the application are available at the Clay County Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Introduction:

This application is a Staff initiated amendment to the Land Development Code amending Article I and Article III related to zero lot line regulations for properties in the Multi-family Residential (RD) Zoning district.

Background:

The changes that are being proposed in Article I are directly related to the revised language in Article III. These proposed changes relate to zero lot line residential products and provide greater clarity. The changes that are being proposed in Article III directly provide for a zero lot line development within the RD zoning district. In addition, the proposed language "sunsets" the RC zoning district, as all uses that are proposed in the RC district can be accomplished in the RD district. There are currently 45 parcels that are in the RC district and of those only 7 are undeveloped. This sunset means that lots could not rezone to RC but rather they should rezone to RD if they want to develop a townhome fee simple product outside of a PUD. Any lot that currently has the RC zoning could however re-develop under the current standards.

The County has had requests for a zero lot line product or a townhome development that is fee simple, however the code does not currently allow for a zero lot line as it requires a side setback in all zoning districts of the code. Previously, others have achieved the goal of a zero lot line product via a PUD, which allows the applicant to negotiate the zoning requirements. PUD's are however required to be at least 10 acres, and not all properties can achieve the 10 acre minimum.

Proposed Zoning Text Amendments:

ARTICLE I, SUBSECTION 1-15(97): Dwelling, Multiple Dwelling Use

a) Multiple dwelling uses are considered a dwelling or group of dwellings on one lot, containing separate living units for three or more families, having separate or joint entrances, may involve a group of dwelling units intended to be rented and maintained under central ownership and management or cooperative apartments, condominiums, and the like.

b) ~~Where an undivided lot contains more than one building and the buildings are not so located that lots and yards conforming to requirements for single, two, or multiple family dwellings in the district could be provided, the lot shall be considered to be a multiple dwelling use if there are three or more dwelling~~

~~units on the lot, even though the individual buildings may each contain less than three dwelling units.~~

c) ~~Guest houses and servant's quarters shall not be considered as dwelling units in the computation of B. above.~~

b ~~d~~) Any multiple dwelling in which dwelling units are available for rental periods of less than one week shall be considered a tourist home, a motel, a motor hotel, or hotel as the case may be.

ARTICLE I, SUBSECTION 1-15(142): Lot:

Lot - A piece, parcel, plot, or tract of land shown on a recorded plat or any piece of land described by a legally recorded deed, occupied or to be occupied by one principal building and its accessory buildings, and including the open spaces required under this Resolution.

a) Corner. Any lot situated at the junction of and abutting on two or more intersecting streets, roads, or public highways. If the angle of intersection of the direction lines of two highways is more than 135 degrees, the lot fronting on said intersection is not a corner lot.

b) Double Frontage. Any lot having frontage on two parallel or approximately parallel streets, roads, or other thoroughfares.

c) Interior. Any lot which is not a corner lot.

d) Lots with open water frontage may choose to make the waterside the front of the lot.

ARTICLE I, SUBSECTION 1-15 (145) Lot Lines

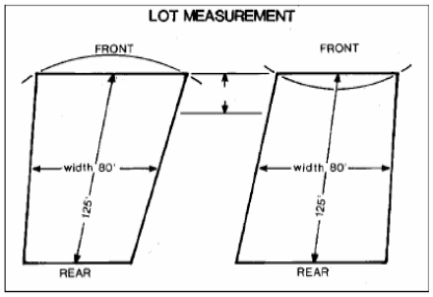
a) Front. In the case of a lot abutting upon only one street, the front lot line is the line separating such lot from such street. In the case of any other lot, one such line shall be elected to be the front lot line for the purpose of this Ordinance provided it is so designated by the building plans, which meet the approval of the Clay County Planning Commission.

b) Rear. The rear lot line is that boundary which is opposite and most distant from the front lot line. In the case of a lot pointed at the rear, the rear lot line shall be that assumed line parallel to the front lot line, not less than 10 feet long lying farthest from the front lot line and wholly within the lot.

Where a portion of a lot lies within a stormwater management easement shown on

a plat, the rear lot line shall be said easement. (amended 10/94 - Ord.94-45)

c) Side. A side lot line is any lot boundary line not a front lot line or a rear lot line. A side lot line separating a lot from a street is an exterior side lot line. A side lot separating a lot from another lot or lots is an interior side lot line.



d) Curved. If a lot line is curved, the measurement shall be taken from the midpoint of a straight line connecting the points where the curved lot line intersects other lot lines Depth and width measurements are illustrated by the following diagram.

ARTICLE I, SUBSECTION 1-15 (206) Rooming House

Rooming House / Co-living house - A building in which sleeping accommodations are offered to the public where rentals are for a period of a week or longer & occupancy is generally by residents rather than transients.

ARTICLE III, SUBSECTION III-18 TWO OR THREE UNIT RESIDENTIAL DESTRICT (ZONE RC)

(g) General Provisions.

1) With respect to any parcel zoned RC on January 13, 2026, any use permitted under this Section may be undertaken or continued thereon, and may lawfully continue thereafter
2) With respect to any parcel zoned RC on January 13, 2026, any non-conforming use then in existence thereon may lawfully continue thereafter, subject to the provisions and limitations set forth in Section 20.3-11 hereof.
3) No parcel shall be rezoned to RC unless application therefore has been filed on or before January 13, 2026.

ARTICLE III, SUBSECTION III-19 MULTI-FAMILY RESIDENTIAL DISTRICT (ZONE RD)

(e) Density Requirements.

(7) Lands meeting the points criteria consistent with Sec. 20.3-10, the density bonus criteria for low and moderate income housing identified in Policy 1.3.6 of the Housing Element of the Plan, and having the land use designation of Urban Core (10) may develop at a density of 16 units per acre. Lands meeting the points criteria consistent with Sec. 20.3-10, the density bonus criteria for low and moderate income housing identified in Policy 1.3.6 of the Housing Element of the Plan, and having the land use designation of Urban Core (16) may develop at a density of 20 units per acre

The low- and moderate- income categories to be served by the proposed development shall be defined using Housing and Urban Development (HUD) Standards. Verification of rent ranges consistent with HUD standards shall occur annually in a report submitted to the Planning and Zoning Departments, due each January 1 beginning with the January following zoning approval.

~~A maximum of one hundred (100) acres within the Urban Core Category may be developed at the density bonus identified above through the 2040 planning period~~

(f) *Lot and Building Requirements.*

Lot and Building Requirements										
Property Type	Lot width at Building line	Lot Depth	Front	Rear	Bldg. side setback	Between Units	Water (from MHW)	Max lot coverage	Max. rear coverage	~~Minimum living area~~
Single Family Detached façade	60 ft. **	100 ft.	20 ft.	15 ft.	7.5 ft.	NA	50 ft. *	45%	30%	~~750 sf.~~
Single Family Detached with front facing garage	60 ft. **	100 ft.	25 ft.	15 ft.	7.5 ft.	NA	50 ft. *	45%	30%	~~750 sf.~~
Accessory Structures	60 ft. **	100 ft.	20 ft.	5 ft.	5 ft.	5 ft.	50 ft. *	45%	30%	
Multi-family/Co-living	60 ft. **	100 ft.	25 ft.	15 ft.	7.5 ft.	7.5 ft.	50 ft. *	45%	30%	~~750 sf.~~
Single Family Attached	60 ft. **	100 ft.	25 ft.	15 ft.	7.5 ft.	0ft. /10 ft. for end units	50 ft. *	50%	30%	~~750 sf.~~

* For waters designated as Aquatic Preserves or Outstanding Florida Waters, the setback shall be 100 ft. from MHW, if a bulkhead is in place the setback if 15'

** Waterfront lots shall be 100' wide at the MHW line.

Building Spacing for Multi-family (more than one building on a single lot)				
	Front	Side	Rear	
Front	60 ft.	40 ft.	60 ft.	
Side	40 ft.	20 ft.	30 ft.	
Rear	60 ft.	30 ft.	40 ft.	

~~(1) Setback of building(s) from property line (all sub-districts):~~

~~(i) Minimum Front Yard 20 feet front façade; 25 ft. for attached or detached front facing garage or carport~~

~~(ii) Minimum Rear Yard 20 ft. or 25 ft. adjacent to single family residential~~

~~(iii) Minimum Side Yard :~~

~~1 and 2 Units 10 ft.~~

~~3 Units and Over 10 ft.~~

(iv) Minimum Side Yard - Street 10 ft.

(2) *Accessory Buildings (Not to exceed one (1) story).*

(i) Minimum Setback from Lot Line

Front 20 ft.

Rear 5 ft.

Side 5 ft.

(3) *Building Spacing.* For more than one building on a single lot:

Front/Front	Front/Side	Front/Rear	Rear/Rear	Rear/Side	Side/Side
60 ft.	40 ft.	60 ft.	40 ft.	30 ft.	20 ft.

(4) Visual Barrier: Proposed multi family development shall be buffered from adjacent land within the residential land use categories identified in Section 20.3-8, unless said adjacent land zoned for multi family development at the time of proposed development, with a twenty five (25) foot building setback, ten (10) foot landscaped area, minimum six (6) foot high opaque barrier (fence or vegetation) and tree planting thirty (30) foot on center. (Ord 94 ___ 4/26/94)

(5) All structures shall be set back a minimum of 50 feet landward from the ordinary high water line or mean high water line, whichever is applicable; for waters designated as Aquatic Preserves or Outstanding Florida Waters, the setback will be 100 feet. These setbacks shall not apply to structures on lots or parcels located landward of existing bulkheads permitted by the St. Johns River Water Management District or Florida Department of Environmental Protection.

(6) Waterfront lot widths shall be a minimum of one hundred feet at the ordinary high water line or the mean high water line, whichever is applicable. Lot

~~width shall be measured by the chord terminated by the property corners at the ordinary high water line or the mean high water line as applicable. (amended 5/05 Ord. 05-18)~~

Analysis of Proposed Zoning Text Amendment

In reviewing proposed Amendments to the Code, the following criteria may be considered along with such other matters as may be appropriate to the particular application:

(a) Whether the proposed amendment is necessary as a result of a change of Florida, is corrective in nature, or is necessary to implement the requirements of the Code or the Plan; and

Staff Finding: The proposed text amendment is necessary in order to allow for townhome developments.

(b) The relationship of the proposed change to the policies and objectives of the Plan with consideration as to whether the proposed change will further the purposes and intent of the Code and the Plan.

Staff Finding: The proposed amendment will support the policies and objectives of the Plan, specifically the intent that the County will provide for a variety of housing types.

HOU OBJ 1.1
Clay County shall provide appropriate land use categories and land development regulations to allow for a variety of housing types and values for the additional dwelling units needed to meet the projected rise in population by the year 2045.

HOU POLICY 1.1.2
At a minimum, every five years, the County shall review and amend, as necessary, land development regulations, including subdivision regulations, zoning ordinance, building code ordinances and the like in order to identify and eliminate unnecessary requirements which may add to the cost of the housing delivery process.

Recommendation

The Planning Commission heard the item at its January 6th, 2026 public hearing and provided a recommendation of approval, 7-0.

Based on the criteria in the Report, Staff recommends approval of ZON-25-0036.

Ordinance No. 2026 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING ARTICLE I OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO.2010-15, AS SUBSEQUENTLY AMENDED, AND COMPRISING THE GENERAL PROVISIONS, BY AMENDING SECTION 1-15, DEFINITIONS, TO REVISE THE DEFINITIONS IN SUBSECTIONS: (97) DWELLING, MULTIPLE DWELLING USE; (142) LOT; (145) LOT LINES; AND (206) ROOMING HOUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 2010-15, as amended, which created Article I of the Clay County Land Development Code being the General Provisions; and,

WHEREAS, the Board desires to amend certain provisions in Article I of the Clay County Land Development Code as provided below.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. As used herein, the term "Article I" shall mean and refer to Article I of the Clay County Land Development Code, being the codification of Ordinance No. 2010-15, as amended, and comprising the General Provisions.

Section 2. Subsection (97) of Section 1-15 Definitions is hereby amended as follows:

(97) Dwelling, Multiple Dwelling Use - For purposes of determining whether a lot is in multiple dwelling use, the following considerations shall apply:

a) Multiple dwelling uses are considered a dwelling or group of dwellings on one lot, containing separate living units for three or more families, having separate or joint entrances, may involve a group of dwelling units intended to be rented and maintained under central ownership and management or cooperative apartments, condominiums, and the like.

~~b) Where an undivided lot contains more than one building and the buildings are not so located that lots and yards conforming to requirements for single, two, or multiple family dwellings in the district could be provided, the lot shall be considered to be a multiple dwelling use if there are three or more dwelling units on the lot, even though the individual buildings may each contain less than three dwelling units.~~

~~c) Guest houses and servant's quarters shall not be considered as dwelling units in the computation of B. above.~~

b)~~d)~~ Any multiple dwelling in which dwelling units are available for rental periods of less than one week shall be considered a tourist home, a motel, a motor hotel, or hotel as the case may be.

Section 3. Subsection (142) of Section 1-15 Definitions is hereby amended as follows:

(142) Lot - A piece, parcel, plot, or tract of land shown on a recorded plat or any piece of land described by a legally recorded deed, occupied or to be occupied by one principal building and its accessory buildings, and including the open spaces required under this Resolution.

a) Corner. Any lot situated at the junction of and abutting on two or more intersecting streets, roads, or public highways. If the angle of intersection of the direction lines of two highways is more than 135 degrees, the lot fronting on said intersection is not a corner lot.

b) Double Frontage. Any lot having frontage on two parallel or approximately parallel streets, roads, or other thoroughfares.

c) Interior. Any lot which is not a corner lot.

d) Lots with open water frontage may choose to make the waterside the front of the lot.

Section 4. Subsection (145) of Section 1-15 Definitions is hereby amended as follows:

(145) Lot Lines

a) Front. In the case of a lot abutting upon only one street, the front lot line is the line separating such lot from such street. In the case of any other lot, one such line shall be elected to be the front lot line for the purpose of this Ordinance provided it is so designated by the building plans, which meet the approval of the Clay County Planning Commission.

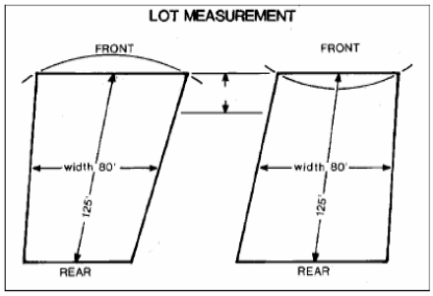
b) Rear. The rear lot line is that boundary which is opposite and most distant from the front lot line. In the case of a lot pointed at the rear, the rear lot line shall be that assumed line parallel to the front lot line, not less than 10 feet long lying farthest from the front lot line and wholly within the lot.

Where a portion of a lot lies within a stormwater management easement shown on a plat, the rear lot line shall be said easement. (amended 10/94 -

Ord.94-45)

c) Side. A side lot line is any lot boundary line not a front lot line or a rear lot line. A side lot line separating a lot from a street is an exterior side lot line. A side lot separating a lot from another lot or lots is an interior side lot line.

d) If a lot line is curved, the measurement shall be taken from the midpoint of a straight line connecting the points where the curved lot line intersects other lot lines Depth and width measurements are illustrated by the following diagram.



Section 5. Subsection (206) of Section 1-15 Definitions is hereby amended as follows:

(206) Rooming House / Co-living house - A building in which sleeping accommodations are offered to the public where rentals are for a period of a week or longer and occupancy is generally by residents rather than transients.

Section 6. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. This Ordinance shall take effect as provided by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of January, ____ 2026.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, Its Chairman

ATTEST:

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

Ordinance No. 2026 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO. 93-16, AS SUBSEQUENTLY AMENDED, AND COMPRISING THE ZONING AND LAND USE REGULATIONS, BY AMENDING SECTION 3-18, TWO- OR THREE-UNIT RESIDENTIAL DISTRICT (RC) TO ADD SUBSECTION (g) GENERAL PROVISIONS, AND BY AMENDING SECTION 3-19, MULTIFAMILY RESIDENTIAL DISTRICT (RD) TO REVISE SUBSECTION (e)(7) DENSITY REQUIREMENTS TO ELIMINATE THE ACREAGE MAXIMUM AND TO REVISE SUBSECTION (f) LOT AND BUILDING REQUIREMENTS TO TABULARIZE THE SUBSECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 93-16, as amended, which created Article III of the Clay County Land Development Code being the Zoning and Land Use Development Regulations; and,

WHEREAS, the Board desires to amend certain provisions in Article III of the Clay County Land Development Code as provided below.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. As used herein, the term "Article III" shall mean and refer to Article III of the Clay County Land Development Code, being the codification of Ordinance No. 93-16, as amended, and comprising the Zoning and Land Use Development Regulations.

Section 2. Section 3-18 of Article III is hereby amended to add a new subsection (g), General Provisions, as follows:

(g) General Provisions.

1) With respect to any parcel zoned RC on or before January 27, 2026, any use permitted under this Section may be undertaken or continued thereon, and may lawfully continue thereafter.
2) With respect to any parcel zoned RC on or before January 27, 2026, any non-conforming use then in existence thereon may lawfully continue thereafter, subject to the provisions and limitations set forth in Section 20.3-11 hereof.
3) No parcel shall be rezoned to RC unless application therefore has been filed on or

before January 27, 2026.

Section 3. Subsection (e)(7) of Section 3-19, Article III is hereby amended as follows:

(e) Density Requirements.

(7) Lands meeting the points criteria consistent with Sec. 20.3-10, the density bonus criteria for low and moderate income housing identified in Policy 1.3.6 of the Housing Element of the Plan, and having the land use designation of Urban Core (10) may develop at a density of 16 units per acre. Lands meeting the points criteria consistent with Sec. 20.3-10, the density bonus criteria for low and moderate income housing identified in Policy 1.3.6 of the Housing Element of the Plan, and having the land use designation of Urban Core (16) may develop at a density of 20 units per acre

The low- and moderate- income categories to be served by the proposed development shall be defined using Housing and Urban Development (HUD) Standards. Verification of rent ranges consistent with HUD standards shall occur annually in a report submitted to the Planning and Zoning Departments, due each January 1 beginning with the January following zoning approval.

~~A maximum of one hundred (100) acres within the Urban Core Category may be developed at the density bonus identified above through the 2040 planning period~~

Section 4.

Subsection (f) of Section 3-19, Article III is hereby amended as follows:

(f) *Lot and Building Requirements*.

~~(1) Setback of building(s) from property line (all sub-districts):~~

~~(i) Minimum Front Yard 20 feet front façade; 25 ft. for attached or detached front facing garage or carport~~

~~(ii) Minimum Rear Yard 20 ft. or 25 ft. adjacent to single family residential~~

Building Spacing for Multi-family (more than one building on a single lot)				
	Front	Side	Rear	
Front	60 ft.	40 ft.	60 ft.	
Side	40 ft.	20 ft.	30 ft.	
Rear	60 ft.	30 ft.	40 ft.	

Lot and Building Requirements										
Property Type	Lot width at Building line	Lot Depth	Front setback	Rear setback	Bldg. side setback	space Between Units	Water setback (from MHW)	Max lot coverage	Max. rear coverage	~~Minimum living area~~
Single Family Detached façade	60 ft. **	100 ft.	20 ft.	15 ft.	7.5 ft.	NA	50 ft. *	45%	30%	~~750 sf.~~
Single Family Detached with front facing garage	60 ft. **	100 ft.	25 ft.	15 ft.	7.5 ft.	NA	50 ft. *	45%	30%	~~750 sf.~~
Accessory Structures	60 ft. **	100 ft.	20 ft.	5 ft.	5 ft.	5 ft.	50 ft. *	45%	30%	
Multi-family/Co-living	60 ft. **	100 ft.	25 ft.	15 ft.	7.5 ft.	7.5 ft.	50 ft. *	45%	30%	~~750 sf.~~
Single Family Attached	25 ft. **	100 ft.	25 ft.	15 ft.	7.5 ft.	0ft. /10 ft. for end units	50 ft. *	50%	30%	~~750 sf.~~

* For waters designated as Aquatic Preserves or Outstanding Florida Waters, the setback shall be 100 ft. from MHW, if a bulkhead is in place the setback if 15'

** Waterfront lots shall be 100' wide at the MHW line.

~~(iii) Minimum Side Yard - :~~

~~1 and 2 Units 10 ft.~~

~~3 Units and Over 10 ft.~~

~~(iv) Minimum Side Yard - Street 10 ft.~~

~~(2) *Accessory Buildings (Not to exceed one (1) story).*~~

~~(i) Minimum Setback from Lot Line~~

~~Front 20 ft.~~

~~Rear 5 ft.~~

~~Side 5 ft.~~

~~(3) *Building Spacing*. For more than one building on a single lot:~~

~~Front/Front~~	~~Front/Side~~	~~Front/Rear~~	~~Rear/Rear~~	~~Rear/Side~~	~~Side/Side~~
~~60 ft.~~	~~40 ft.~~	~~60 ft.~~	~~40 ft.~~	~~30 ft.~~	~~20 ft.~~

~~(4) Visual Barrier: Proposed multi-family development shall be buffered from adjacent land within the residential land use categories identified in Section 20.3-8, unless said adjacent land zoned for multi-family development at the time of proposed development, with a twenty-five (25) foot building setback, ten (10) foot landscaped area, minimum six (6) foot high opaque barrier (fence or vegetation) and tree planting thirty (30) foot on center. (Ord 94-___ 4/26/94)~~

~~(5) All structures shall be set back a minimum of 50 feet landward from the ordinary~~

~~high water line or mean high water line, whichever is applicable; for waters designated as Aquatic Preserves or Outstanding Florida Waters, the setback will be 100 feet. These setbacks shall not apply to structures on lots or parcels located landward of existing bulkheads permitted by the St. Johns River Water Management District or Florida Department of Environmental Protection.~~

~~(6) Waterfront lot widths shall be a minimum of one hundred feet at the ordinary high water line or the mean high water line, whichever is applicable. Lot width shall be measured by the chord terminated by the property corners at the ordinary high water line or the mean high water line as applicable. (amended 5/05 Ord. 05-18)~~

Section 5. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. This Ordinance shall take effect as provided by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of January, ____ 2026.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, 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, January 13 4:00 PM

TO: Board of County Commissioners DATE: 12/22/2025

FROM: Dodie Selig, AICP, Chief Planner

SUBJECT:
This application is a proposed text amendment to Article III, Sec. 3-33.B.B.7 Lake Asbury Interchange Village Center (LA IVC) which would increase the percentage of commercial/retail use allowed from 40% to 65% of the acreage within the LA IVC location. This change mirrors the comprehensive plan change to LA FLU Policy 1.4.10 made on February 25, 2025 (Ordinance 2025-4) with respect to the Lake Asbury Interchange Village Center land use table.

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	ZON 25-0030 - Staff Report	Cover Memo	12/24/2025	PC_Staff_Report_-_ZON_25-0030.ADA_aw.pdf
	ZON 25-0030 - Ordinance	Ordinance	12/24/2025	ordinance_-_ZON_25-0030_tjh_reviewed.ADA_aw.pdf
	ZON 25-0030 - matching LA IVC Comp Plan regulations	Backup Material	1/7/2026	LA_IVC_-_Comp_Plan_pages_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	1/5/2026 - 8:20 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	1/5/2026 - 8:45 AM	AnswerNotes

County Manager	Wanamaker, Howard	Approved	1/5/2026 - 3:51 PM	AnswerNotes

Staff Report and Recommendations for ZON 25-0030

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: AY Ventures, Inc.

Agent: Susan Fraser (SLF Consulting, Inc.)
Phone: 904-591-8942
Email: slfraser@bellsouth.net

Applicant: Black Sound Development Company, LLC

Agent: Susan Fraser (SLF Consulting, Inc.)
Phone: 904-591-8942
Email: slfraser@bellsouth.net

Introduction:

This application is a proposed text amendment to Article III, Sec. 3-33.B.B.7 Lake Asbury Interchange Village Center (LA IVC) which would increase the percentage of commercial/retail use allowed from 40% to 65% of the acreage within the LA IVC location. This change mirrors the comprehensive plan change to LA FLU Policy 1.4.10 made on February 25, 2025 (Ordinance 2025-4) with respect to the Lake Asbury Interchange Village Center land use table.

Description of Proposed Change:

The first paragraph of Sec. 3-33.B.B.7 is shown below with the proposed change to the table in red.

The Base Zoning district is LA IVC. LA IVC shall serve as an access point to the First Coast Expressway and, at the same time, serve as a mixed-use center of a village. LA IVC shall provide regional and community needs. Light industrial, office, and shopping uses in this district are vital. Local parks and elementary schools may be considered in this district and shall be arranged in a walkable and human-scale manner. All development standards shall be consistent with the LA VC requirements if it is not illustrated in this section. The quantification of uses shall be consistent with the ranges identified in the following table:

Land Use Sub-Category	Minimum Required (acres)	Maximum Permitted (acres)
Interchange Village Center		
Residential	10%	50%
Office	10%	No Max
Commercial/Retail	5%	~~40%~~ 65%
Light Industrial	0%	No Max
Civic/Public Parks	10%	No Max

Relevant Clay County 2045 Comprehensive Plan Policies

The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment:

LA FLU Policy 1.4.10 Village Center and Interchange Village Center (LA VC and IVC)

Interchange Village Centers (LA IVC):

The Interchange Village Centers (LA IVC) shall be located at the First Coast Expressway interchanges with State Road 16 and County Road 739.

Within the IVCs, residential uses are allowed in the form of attached single-family, townhomes, apartments, and upper floor units above nonresidential. Project residential density shall be between six and 10 single family-attached and multi-family units per acre, not applicable to upper floor units in nonresidential developments. Projects utilizing additional density associated with wetland-upland buffer and/or environmentally significant land dedication, as described under policies associated with Objective 1.2, shall be allowed a density of up to 16 units per net acre. Nonresidential Project Floor Area Ratios shall not exceed 70%.

The IVCs shall be designed to provide connections to the surrounding pedestrian/bicycle path system and to integrate with the street network of surrounding neighborhoods. Open space requirements will provide park space which may be in the form of civic spaces, plazas, urban parks, or community parks, including combinations thereof.

The Interchange Village Center located at State Road 16 shall have a maximum size of 150 acres. Office and retail uses can be of a regional scale and shall not be limited to neighborhood and small scale uses. Commercial uses are encouraged to be in a compact, walkable form accessible by sidewalk however interstate uses located adjacent to the interchange and larger community/regional scale commercial uses may be more auto oriented, provided enhanced pedestrian connectivity is maintained within the IVC development, to the adjacent major transportation corridors and to adjacent development. Permitted uses within this Interchange Village Center shall include light industrial. Light industrial uses shall be limited to light manufacturing and processing, assembly, packaging, fabrication, distribution, warehousing and storage of products that are not objectionable to surrounding land uses with regard to safety, smoke, noise, odor, fumes, dust, toxic chemicals and hazardous wastes. Light industrial performance standards shall be established in the Interchange Village Center zoning designation to implement this land use category.

The Interchange Village Center located at County Road 739 shall have a maximum size of 18.75 acres. Office and retail uses are not limited to neighborhood and small scale uses. Commercial uses are encouraged to be in a compact, walkable form accessible by sidewalk however interstate uses located adjacent to the interchange and larger community/regional scale commercial uses may be auto oriented, provided enhanced pedestrian connectivity is maintained within the IVC development, to

adjacent major transportation corridors and to adjacent development. Light industrial shall not be a permitted use within the C.R. 739 Interchange Village Center.

The quantification of land uses in an Interchange Village Center shall be consistent with the ranges identified in the following table.

Interchange Village Center Land Use Sub-Category	Minimum Required (Acres)	Maximum Permitted (Acres)
Residential	10%	50%
Office	10%	No Max
Commercial/Retail	5%	65%
Light Industrial	0%	No Max
Civic, Public Parks	10%	No Max

Analysis of Proposed Amendment:

(a) Whether the proposed amendment is necessary as a result of a change of Florida, is corrective in nature, or is necessary to implement the requirements of the Code or the Plan;

Staff Finding: The proposed amendment is necessary for consistency with the provisions of the Comprehensive Plan.

(b) The relationship of the proposed change to the policies and objectives of the Plan with consideration as to whether the proposed change will further the purposes and intent of the Code and the Plan.

Staff Finding: The proposed amendment will further the intent of the Comprehensive Plan to regulate the percentage of uses allowed within this Future Land Use and Zoning category.

A copy of the proposed amendment is attached.

Recommendation

Staff recommends approval of ZON 25-0030.

Ordinance No. 2026 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO. 93-16, AS SUBSEQUENTLY AMENDED, AND COMPRISING THE ZONING AND LAND USE REGULATIONS, BY AMENDING SECTION 3-33B.B.7 LAKE ASBURY INTERCHANGE VILLAGE CENTER (LA IVC) ZONING REGULATIONS TO INCREASE THE PERCENTAGE OF COMMERCIAL/RETAIL LAND USE PERMITTED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 93-16, as amended, which created Article III of the Clay County Land Development Code being the Zoning and Land Use Development Regulations; and,

WHEREAS, the Board desires to amend certain provisions in Article III, Section 3-33B.B.7 of the Clay County Land Development Code, as provided for below.

Be it ordained by the Board of County Commissioners of Clay County that:

Section 1. As used in Section 2, the term "Article III" shall mean and refer to Article III of the Clay County Land Development Code, being the codification of Ordinance 93-16, as subsequently amended, and comprising the Zoning and Land Use Land Development Regulations.

Section 2. Section 3-33B.B.7, Article III is hereby amended as follows:

The Base Zoning district is LA IVC. LA IVC shall serve as an access point to the First Coast Expressway and, at the same time, serve as a mixed-use center of a village. LA IVC shall provide regional and community needs. Light industrial, office, and shopping uses in this district are vital. Local parks and elementary schools may be considered in this district and shall be arranged in a walkable and human-scale manner. All development standards shall be consistent with the LA VC requirements if it is not illustrated in this section. The quantification of uses shall be consistent with the ranges identified in the following table:

Land Use Sub-Category	Minimum Required (acres)	Maximum Permitted (acres)
Interchange Village Center		
Residential	10%	50%
Office	10%	No Max
Commercial/Retail	5%	~~40%~~ 65%
Light Industrial	0%	No Max
Civic/Public Parks	10%	No Max

Section 3. If any portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provision of this Ordinance.

Section 4. This Ordinance shall take effect as provided by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of January, 2026.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, Its Chairman

ATTEST:

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

foot minimum width vegetated buffer that provides an effective visual screen for adjoining properties. Developments must retain at least 25 percent of the site in open space, which may include the buffers, required parks, and conservation areas.

3) *Allowable uses*

Allowable uses shall include single-family homes and multi-family units. Mobile homes are not allowed. Multi-family units may not exceed 25% of total units, and shall be buffered internally from single-family homes. Development projects are subject to the development, design, recreation, and other applicable standards of the Master Planned Community land use category.

LA FLU POLICY 1.4.10

Village Center and Interchange Village Center (LA VC and LA IVC)

Village Centers (LA VC):

Village Centers (LA VC) shall serve as the mixed-use focal point and central place of a village, and shall provide community shopping and parks, arranged in a walkable and human-scale manner. New elementary schools are encouraged to locate close to or adjacent to Village Centers. The retail and office component is limited to small-scale uses, except for stand-alone grocery stores and drug stores. Village Center size may not be greater than 75 acres, with this figure not including schools and community parks. There shall be no more than ten Village Centers in the LAMPA. Village Centers must be located around the intersections of roads classified as minor collector and above.

Within the Village Centers, residential uses are allowed in the form of small-lot single-family subdivisions, townhomes, apartments, and upper floor units above nonresidential. Project residential density shall be between five and 10 single family, single family-attached and multi-family units per acre, not applicable to upper floor units in nonresidential developments. Projects utilizing additional density associated with wetland-upland buffer and/or environmentally significant land dedication, as described under policies associated with Objective 1.2, shall be allowed a density of up to 16 units per net acre. Nonresidential Project Floor Area Ratios shall not exceed 70%. Commercial uses must be in a compact, walkable form accessible by sidewalk.

The Village Center shall be designed to provide connections to the surrounding pedestrian/bicycle path system and to integrate with the street network of surrounding neighborhoods. Open space requirements will

provide park space in the form of civic spaces, plazas, urban parks, or community parks, including combinations thereof. The quantification of uses shall be consistent with the ranges identified in the following table.

Village Center Land Use Sub-Category	Minimum Required (Acres)	Maximum Permitted (Acres)
Residential	25%	65%
Office	0%	25%
Commercial/Retail	25%	65%
Civic, Public Parks	10%	No Max

Notwithstanding the foregoing, any Village Center consisting of less than ten (10) acres existing as of November 22, 2022 shall not be subject to the quantification of uses described in the above matrix.

Village Centers adjacent to the Rural Community land use are limited to elementary schools, parks, and rural commercial development, with individual buildings (excluding schools) not to exceed 5,000 square feet and total building area not to exceed 15,000 square feet.

Interchange Village Centers (LA IVC):

The **Interchange Village Centers (LA IVC)** shall be located at the First Coast Expressway interchanges with State Road 16 and County Road 739. Within the IVCs, residential uses are allowed in the form of attached single-family, townhomes, apartments, and upper floor units above nonresidential. Project residential density shall be between six and 10 single family-attached and multi-family units per acre, not applicable to upper floor units in nonresidential developments. Projects utilizing additional density associated with wetland-upland buffer and/or environmentally significant land dedication, as described under policies associated with Objective 1.2, shall be allowed a density of up to 16 units per net acre. Nonresidential Project Floor Area Ratios shall not exceed 70%.

The IVCs shall be designed to provide connections to the surrounding pedestrian/bicycle path system and to integrate with the street network of surrounding neighborhoods. Open space requirements will provide park space which may be in the form of civic spaces, plazas, urban parks, or community parks, including combinations thereof.

The Interchange Village Center located at State Road 16 shall have a maximum size of 150 acres. Office and retail uses can be of a regional scale

and shall not be limited to neighborhood and small scale uses. Commercial uses are encouraged to be in a compact, walkable form accessible by sidewalk however interstate uses located adjacent to the interchange and larger community/regional scale commercial uses may be more auto oriented, provided enhanced pedestrian connectivity is maintained within the IVC development, to the adjacent major transportation corridors and to adjacent development. Permitted uses within this Interchange Village Center shall include light industrial. Light industrial uses shall be limited to light manufacturing and processing, assembly, packaging, fabrication, distribution, warehousing and storage of products that are not objectionable to surrounding land uses with regard to safety, smoke, noise, odor, fumes, dust, toxic chemicals and hazardous wastes. Light industrial performance standards shall be established in the Interchange Village Center zoning designation to implement this land use category.

The Interchange Village Center located at County Road 739 shall have a maximum size of 18.75 acres. Office and retail uses are not limited to neighborhood and small scale uses. Commercial uses are encouraged to be in a compact, walkable form accessible by sidewalk however interstate uses located adjacent to the interchange and larger community/regional scale commercial uses may be auto oriented, provided enhanced pedestrian connectivity is maintained within the IVC development, to adjacent major transportation corridors and to adjacent development. Light industrial shall not be a permitted use within the C.R. 739 Interchange Village Center.

The quantification of land uses in an Interchange Village Center shall be consistent with the ranges identified in the following table.

Interchange Village Center Land Use Sub-Category	Minimum Required (acres)	Maximum Permitted (acres)
Residential	10%	50%
Office	10%	No Max
Commercial/Retail	5%	65%
Light Industrial	0%	No Max
Civic/Public Parks	10%	No Max

LA FLU POLICY 1.4.11
Activity Center (LA AC)

The LA Activity Center, located around the intersection of the proposed First Coast Expressway and the County Road 218 extension, is the 436-acres commercial hub of the Lake Asbury planning district. This land use

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: BCC DATE: 12/17/2025

FROM: Teresa Capo

SUBJECT: George Goodrich submitted an application for appointment.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
All advertising requirements have been met.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Goodrich Application	Backup Material	12/24/2025	Goodrich_Application.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	12/17/2025 - 9:33 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	12/17/2025 - 3:58 PM	AnswerNotes

Date

CITIZEN APPLICATION FORM FOR BOARDS/COMMISSIONS/COMMITTEES

NAME OF BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR: CCBOA

NAME AND ADDRESS

[Name] George I. Goodrich
[Street Address] 3776 County Road 315A
[City, ST ZIP Code] Green Cove Springs, FL 32043

DISTRICT

[District] Five
[Number of Years Resided] 20+
Lifelong, except temporary relocations for school or work assignments.

PHONE AND EMAIL

[Phone] 904.298.5565
[Email] gigoodrich@hotmail.com

EMPLOYER

[Name] Simon Property Group
[Phone] 317.217.8048
[Position] Director, Mixed-Use Construction
[Number of Years] 3

VOTER INFORMATION

Registered Voter
(X) Yes ( ) No

COMMITTEE INFO

What Committee Are You Applying For?
Board of Adjustment

SUMMARY OF WORK EXPERIENCE

Construction Management and Real Estate

EDUCATION

SCHOOLS	YEARS	DEGREE
University North Fla.	2	Bachelor - Construction
University of Florida	4	Associate
Bolles School		High School Diploma

VOLUNTEER, CIVIC, PROFESSIONAL & OTHER ACTIVITIES

Please list any volunteer service organizations, clubs, or professional Societies that you are member of or titles you may have held. Please include committee and advisory boards.

ORGANIZATION/COMMITEE	YEARS	POSITION
Various volunteer activities		
Habitat for Humanity		
Food Pantry of Green Cove Springs		
Young Eagles		

REASONS FOR SERVING

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of the board/committee.

[Description] Extensive knowledge of building construction and real estate. Hold Florida General Contractor's License, Roofing Contractor License and Florida Real Estate License.

Explain why you want to serve on this board/committee, and include any particular potential contribution your selection would bring.

[Explanation] I am a third-generation life-long Clay County resident, and would like to serve our county by using my knowledge and experience to help guide decisions and create an ideal and diverse community for all residents, present and future.

MISCELLANEOUS

Potential Conflict of Interest: Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

[Explanation]

No.

MISCELLANEOUS Continued

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of $100 or less that were imposed, unless it also included a jail sentence.

[Explanation]

No.

REFERENCES

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners.

NAME	ADDRESS	TELEPHONE
Keith Miller	1911 SE Erwin Rd. Pt St Lucie, FL	772.217.7764
Paul Cox	3565 Rolling Creek, Buford, GA	470.589.9510
Sandra Dunnavant	303 Magnolia Ave, GCS	904.707.6407
Richard Knoff	1345 Blackmon Rd. GCS	904.699.1072
Stephen Lewis	6218 Plum Orchard, Crestview, FL	850.685.8124

ADDITIONAL INFORMATION AND COMMENTS

[Comments]

By submitting this form, I declare the foregoing facts to be true, correct and complete.



Signature

12/10/2025

Date

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: BCC DATE: 12/17/2025

FROM: Teresa Capo

SUBJECT:
Applications for re-appointment were received from the following:

- John Bentley
- Colin Groff
- Christopher Luther
- Lucas Wilhelm

Additionally Janet Wantage submitted her resignation from her seat.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
All advertising requirements have been met.

ATTACHMENTS:

Description	Type	Upload Date	File Name

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	1/6/2026 - 10:21 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	1/6/2026 - 2:02 PM	AnswerNotes

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Board of County Commissioners

DATE: 1/5/2026

FROM: Megan Covey, Grants Director

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Letters for Action_First Coast Crime Stoppers	Cover Memo	1/5/2026	Letters_for_Action_First_Coast_Crime_Stoppers.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	1/7/2026 - 4:16 PM	Item Pushed to Agenda

Board of County Commissioners

477 Houston St.
Green Cove Springs, FL 32043

Area Code: 904
Phone: 269-6300

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

claycountygov.com

January 13, 2026

Honorable James Uthmeier
Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

RE: Notice of Designation – Crime Stoppers Trust Fund Grants

Dear Attorney General Uthmeier:

On behalf of the Board of County Commissioners (the Board) of Clay County, Florida (the County), please accept this notification designating First Coast Crime Stoppers, Inc. (First Coast) to act as Clay County, Florida's agent solely for the purpose of applying for, receiving, and expending Crime Stoppers Trust Fund monies for the period of July 1, 2026, through June 30, 2029. This request is made in compliance with the requirements of Section 16.555(5)(b), F. S., and Rule 2A-9.002 (2) F.A.C.

This designation is subject to revocation by the Board at any time without cause upon written notification to you. The Board specifically reserves the authority to revoke the designation for First Coast provided under the first paragraph of this notification in the event the Board, in its sole discretion, is dissatisfied with the terms of any grant application submitted by First Coast for funds from the Trust Fund; or in the event the Board, in its sole discretion, is dissatisfied with the terms of any grant agreement entered into between First Coast and the Department of Legal Affairs (the Department); or in the event the Board is dissatisfied with the performance of First Coast in providing crime fighting programs within the County under any such grant; or for any other reason or no reason. In the event the designation of First Coast provided under the first paragraph of this notification is revoked, it is the understanding of the Board that the Department will reduce any grant awarded to First Coast by the amount of unexpended funds within the Trust Fund allocated to the County.

Sincerely,

Kristen Burke
Chairman

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 13 4:00 PM

TO: Clay County Board of Commissioners

DATE: 12/30/2025

FROM: Administrative & Contractual Services

SUBJECT:
Bid Opening Tabulation for December 16, 2025:
A. Bid No. 25/26-009, Agronomic Services for Clay County Parks

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Bid Tabulation_BCC bid opening 011326	Cover Memo	1/5/2026	Bid_Tab_BCC_bid_opening_011326.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	1/6/2026 - 10:43 AM	Item Pushed to Agenda

BID TABULATION FORM

RFB: **25/26-009** Date: December 16, 2025

Proj: **Agronomic Services for Clay County Parks** Time Open: 9:00 AM

Ad: Clay Today, October 30, 2025 Time Close: 9:01 AM

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

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

Bidder		Addendum	Total
1	Agrow Pro, LLC	Yes	To Be Determined
2	Pro Care Lawn and Shrub DBA Pro Care Lawn and Pest	Yes	To Be Determined