



**BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA**

April 28, 2026

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

INVOCATION

Commissioner Compere

PLEDGE

Chief Petty Officer Kevin Gilley, USN (Ret.)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

SPECIAL STAFF RECOGNITION

Melody Tomacelli Retirement Recognition (A. Scott)

Sarah Thogode Retirement Recognition (A. Scott)

Reginald Kantor Retirement Recognition (A. Scott)

PROCLAMATIONS/RESOLUTIONS

1. National Law Enforcement Appreciation Week/National Police Week-
(May 10-16, 2026)
2. National Fallen Firefighters Memorial Weekend (May 2-3, 2026)
3. National Small Business Month (May 2026)

PRESENTATIONS

Check Presentation from AFLAC for the National Fitness Campaign Project.
(T. Nagle)

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

4. Board of County Commissioners Meeting Minutes, April 14, 2026.

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. 25/26-005, Tile Replacement - Clay County Jail (K. Smith)

Approval to post Notice of Intent to Award Bid No. 25/26-005, Tile Replacement - Clay County Jail to Town of Floors, LLC in the amount of \$168,198.00. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Sheriff - Countywide Fund - Building - Jail / Law Enforcement - Jail Showers and Plumbing - Building

7. Bid No. 25/26-055, Clay County Fairgrounds Hurricane Roof Repairs – Exhibit Hall 2 & Cattlemen’s Arena (K. Smith)

Approval to reject Bids received for Bid No. 25/26-055, Clay County Fairgrounds Hurricane Roof Repairs – Exhibit Hall 2 & Cattlemen’s Arena. The Bids received are over budget. Staff will immediately re-evaluate and re-advertise the Bid in an attempt to receive more competitive Bid submittals.

Funding Source:

FD1000 - CC1233 - 546100 - PRJ100893 - GR010201 / GR010202

8. Bid No. 25/26-062, Dirt Road Paving of Lakeview Street and Hilltop Street (K. Smith)

Approval to post Notice of Intent to Award Bid No. 25/26-062, Dirt Road Paving of Lakeview Street and Hilltop Street to Maloy Grading Corporation in the amount of \$749,446.03. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Road Improvements -Infrastructure

9. Second Amendment and Renewal to SHIP Grant Funding Agreement 2021/2022-182 with Mercy Support Services (T. Sumner)

Approval of the Second Amendment and Renewal to SHIP Grant Funding Agreement No. 2021/2022-182 with Mercy Support Services to: (1) renew the Agreement for the term of June 14, 2026 through June 13, 2027; and (2) amend the Agreement to revise the applicable Local Housing Assistance Plan Strategy from the Homeless Stabilization Program/Eviction Prevention/Rent Subsidies and Rapid Rehousing Strategy to the Special Needs Housing (Non-Profit) Strategy.

10. Satisfaction of Mortgage for BASCA, Satisfaction of Mortgage for Kirkman and Satisfaction of Mortgage for Operation Lifeline (T. Sumner)
11. TruePort and TrueScan Order and Lease Agreement related to Xonar Technology Inc. (T. Clever)
 - A) TruePort and TrueScan Order and Lease Agreement related to Xonar Technology Inc. associated with the Courthouse Remodel Project. Two year lease agreement with a two year option to renew.
 - B) Approval of advance payment.
12. Resolution directing the placement of the School Board's Referendum on the ballot of the November 3, 2026 general election (C. Grimm)
13. Franchise Agreement for Container Service with Dump'n Ain't EZ, LLC (M. Towns)

Approval of new Franchise Agreement for Container Service for a term commencing 5/1/2026 and continuing through 3/31/2031.

dba Dumpster Dudez of Greater Gainesville
14. Franchise Agreement for Container Service with Bee Dumpster Hauling, LLC (M. Towns)

Approval of new Franchise Agreement for Container Service for a term commencing 5/1/2026 and continuing through 3/31/2031.
15. State Highway Lighting Maintenance and Compensation Agreement No. 2020/2021-219 Work Order No. 5 for FDOT FY 26/27 (R. Smith)

Approval of Work Order to the State Highway Lighting Maintenance and Compensation Agreement with Florida Department of Transportation (FDOT) for State FY 26/27. FDOT will pay the County a total lump sum amount of \$251,547.66 for providing maintenance and operation of lighting and/or lighting systems on the State Highway System that are within the County
16. Approval to set Public Hearing on Petition to Vacate Co-Sar Avenue, Middleton Road, Co-Sar Circle, Circle Drive West and Sandlewood Street and adoption of Resolution to schedule the Public Hearing (R. Smith/C. Grimm)
17. Amended Resolution and First Amendment to Lease Agreement with Doing What We Dream, Inc. (C. Risinger)

(a) Approval of an Amended Resolution authorizing the lease of County-owned property, pursuant to Section 125.38, Florida Statutes, to Doing What We Dream, Inc., a not-for-profit corporation.

(b) Approval of a First Amendment to the Lease Agreement with Doing What We Dream, Inc. for the lease of two buildings located at 3229 Bear Run Boulevard, Orange Park, to extend the rent-free period, with monthly rent in the amount of \$5,000 commencing on January 1, 2027.

18. Lien Reduction

Case No. CE-25-048, 32 Foxtail Avenue, Middleburg, Florida
Estate of Clyde Daniel Sousley, property owner

19. Approval of Assignment of Mortgage between Clay County, Florida and Housing Finance Authority of Clay County, Florida for the Kelli Grove Project (C. Grimm/T. Sumner)

20. Advance Payment Authorization re: County Genetec Advantage Card Reader Licenses (D. Hane)

Approval of advance payment in the amount of \$37,823.76 to Miller Electric Company for a five (5) Genetec Advantage Card Reader License subscription for years two (2) through five (5).

DISCUSSION/UPDATES

21. Strategic Plan Update (T. Nagle/L. Christmas)

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

22. Public Hearing on Ordinance and Resolution to Amend the Capital Improvement Plan and Resolution for Other Budget Adjustments (MJ Rood)

Approval of the following ordinance and resolutions that provide budget adjustments for departmental needs:

(1) Public Hearing to consider approval of Ordinance amending the Capital Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.

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

(3) Resolution amending the FY 25/26 Budget for:
(a) Operating adjustments, and,
(b) Final audit adjustments.

Various Funding Sources

23. Bid No. 25/26-061, Clay County Sheriff's Office Building 500 Renovation (K. Smith)

Approval to post Notice of Intent to Award Bid No. 25/26-061, Clay County Sheriff's Office Building 500 Renovation to Brogdon Builders, LLC in the total amount of \$1,604,255.50, inclusive of the Base Bid, Alternate Bid #1, and Alternate Bid #2. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Capital Improvement Element - (CIP) Project Funds - Non-Capital Improvement Element - CCSO Building 500 Build Out - Building

24. Public Hearing on the adoption of an Ordinance amending Ordinance No. 2017-10, which established the Cross Creek North Community Development District, in order to amend the boundaries of the Cross Creek North Community Development District (C. Grimm)

25. Public Hearing to consider adoption of COMP 26-0002. (District 5, Comm. Burke) (D. Selig)

The applicant has requested a continuation to the May 5, 2026, Planning Commission Meeting.

This application is a FLUM amendment to change 46.39 acres from Branan Field Primary Conservation Network (BF-PCN) to Branan Field Master Planned Community (BF-MPC).

26. Final Public Hearing to consider adoption of COMP 25-0015 and ZON 25-0029 (District 5, Comm Burke) (D. Selig)

A. COMP 25-0015

This application is a Comprehensive Plan Amendment that includes both text changes and a map amendment to increase the Lake Asbury Interchange Village Center (LA-IVC) at Henley Road.

B. ZON 25-0029

This application is a rezoning to increase the Lake Asbury Interchange Village Center (LA-IVC) at Henley Road.

27. Final Public Hearing to consider ZON 26-0006 (Sign Code Amendment) (D. Selig)

This application comprises amendments to two articles of the Land Development Code.

A. First, is an ordinance related to Article III which amends Sec. 3-33B.C.I.14.f and adds Sec. 3-33B.C.I.14.g.

B. Second, is an ordinance related to Article VII which amends Sec. 7-3 and adds Sec. 7-35.

28. Final Public Hearing to consider COMP 26-0004 and ZON 26-0005.

(District 4, Comm. Condon) (B. Carson)

A. COMP 26-0004

This application is a FLUM Amendment to change 1.16 acres from Commercial (COM) to Rural Residential (RR).

B. ZON 26-0005

This application is a rezoning to change from Neighborhood Business District (BA) to Rural Estates District (AR-2).

29. Final Public Hearing to consider ZON 26-0004. (District 5, Comm. Burke) (B. Carson)

This application is a rezoning to change 8.37 acres from Agricultural Residential (AR) to Community Business District (BB-2)

LETTERS FOR ACTION

30. Acceptance of Resignation from the Springs Citizens Advisory Committee

Troy Anderson informed staff that he will not seek reappointment for an additional term. His term expired on March 12, 2026.

31. Joint Legislative Auditing Committee (JLAC) Audit Finding Response. (H. Boucher)

LETTERS OF DOCUMENTATION

32. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulations for April 14, 2026:

A. RFQ No. 25/26-016, Construction Engineering and Inspection Services for SUN Trail

B. Bid No. 25/26-027, Firefighter Gear Storage Shed Construction

C. Bid No. 25/26-062, Dirt Road Paving of Lakeview Street and Hilltop Street

PUBLIC COMMENTS

COMMISSION AUDITOR

33. City of Green Cove Springs CRA Update

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, April 28 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/22/2026 - 12:28 PM	Item Pushed to Agenda



Agenda Item
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Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County
Commissioners

DATE:

FROM: Aubrey Scott,
Human Resources
Manager

SUBJECT:

AGENDA ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/22/2026 - 12:29 PM	Item Pushed to Agenda



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Human Resources
Manager

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/22/2026 - 12:30 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

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Commissioners

DATE:

FROM: Aubrey Scott,
Human Resources
Manager

SUBJECT:

AGENDA ITEM
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
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Clay County Administration Building
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TO: DATE:

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ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
2026 Law Enforcement Appreciation Week Proclamation	Cover Memo	4/22/2026	2026_Law_Enforcement_Appreciation_Week_Proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/22/2026 - 12:29 PM	Item Pushed to Agenda

WHEREAS, our community recognizes the responsibilities, risks, and daily sacrifices of law enforcement officers who protect the public, uphold the law, and preserve peace, and we honor their integrity, courage, and commitment as role models, mentors, and guardians for those in need; and

WHEREAS, in times of uncertainty, the dedicated men and women of the Clay County Sheriff’s Office, the Orange Park and Green Cove Springs Police Departments, and the Florida Highway Patrol continue to meet challenges with professionalism and resolve, standing steadfast in crisis to ensure the safety and well-being of all Clay County residents and visitors; and

WHEREAS, National Law Enforcement Appreciation Week, observed May 10 through May 16, 2026, provides an opportunity to recognize and thank those officers who serve with unwavering dedication, courage, and professionalism; and

WHEREAS, Police Memorial Day, observed on May 15, 2026, calls upon us to honor and remember the law enforcement officers who have made the ultimate sacrifice in the line of duty, and to reflect upon their service and sacrifice; and

WHEREAS, the Clay County Board of County Commissioners wishes to recognize the 2026 Police Memorial Week Ceremony, to be held on May 7, 2026, at Moosehaven, as a profound and meaningful occasion to honor the courage, sacrifice, and unwavering dedication of those officers who gave their lives in faithful service to the citizens of Clay County, ensuring they are never forgotten.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Clay County, Florida, does hereby proclaim May 10-16, 2026, as

LAW ENFORCEMENT APPRECIATION WEEK IN CLAY COUNTY

and extends its deepest gratitude and appreciation to all law enforcement officers for their steadfast dedication to protecting our community and preserving peace.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 28th day of April 2026.

ATTEST:

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

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

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, April 28 4:00 PM

TO: DATE:

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ATTACHMENTS:

Description	Type	Upload Date	File Name
2026 Fallen Firefighter Memorial Weekend proclamation	Cover Memo	4/22/2026	2026_Fallen_Firefighter_Memorial_Weekend_proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/22/2026 - 12:30 PM	Item Pushed to Agenda

WHEREAS, firefighters and emergency services personnel across our nation bravely and selflessly answer the call to protect life, property, and the safety of their communities, often at great personal risk; and

WHEREAS, these courageous men and women stand on the front lines of emergencies facing fire, disaster, and danger with unwavering dedication and commitment; and

WHEREAS, we honor the memory of those firefighters who have made the ultimate sacrifice in the line of duty, giving their lives in service to others; and

WHEREAS, the National Fallen Firefighters Memorial Weekend provides an opportunity for our nation to come together in solemn remembrance, recognizing the heroism, courage, and sacrifice of fallen firefighters and offering support to their families, friends, and colleagues; and

WHEREAS, it is appropriate and deserving to honor the 97 firefighters who lost their lives in 2025, along with 107 from previous years who were recognized at the National Fallen Firefighter Memorial, to ensure that their legacy endures in the hearts of the communities they served and the nation they so faithfully protected.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim May 2-3, 2026, as

FALLEN FIREFIGHTERS MEMORIAL WEEKEND IN CLAY COUNTY

and encourages all citizens to honor the memory of fallen firefighters and to recognize the faithful, courageous, and invaluable service of fire and emergency personnel—past and present—through acts of remembrance, gratitude, and respect.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 28th day of April 2026.

ATTEST:

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CLAY COUNTY, FLORIDA**

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Clay County Board of County Commissioners

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

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ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ 2026 Small Business Month Proclamation	Cover Memo	4/22/2026	2026_Small_Business_Month_Proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/22/2026 - 12:30 PM	Item Pushed to Agenda

WHEREAS, National Small Business Month, celebrated each May across the country, honors the important role entrepreneurs and America’s 36 million small businesses and startups play in supporting and strengthening their communities every day; and

WHEREAS, from Main Street storefronts to cutting-edge tech startups, small businesses make up 99% of all U.S. businesses, employ more than 63 million people, and are essential to the nation’s economic health; and

WHEREAS, the State of Florida continues to be an ideal place to start and grow a small business due to its business-friendly climate, low tax burden, and strategic investments in workforce development and critical infrastructure; and

WHEREAS, Florida ranks among the nation’s leading states for small business activity, with approximately 3.5 million small businesses representing 99.8 percent of all businesses in the state and employing more than 3.8 million Floridians; and

WHEREAS, small businesses create jobs, strengthen our local economy, and drive innovation and resilience; and in Clay County, Florida, where they account for 40 percent of all businesses, residents actively support them for the jobs they provide, the economic vitality they shape, and the unique culture they preserve.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim May 2026 as

SMALL BUSINESS MONTH IN CLAY COUNTY

and in so doing, we commend the outstanding work being done by the Small Business Development Center at the University of North Florida, Coggin College of Business, in supporting and strengthening Clay County’s small businesses and creating a better community for us all.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 28th day of April 2026.

ATTEST:

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Board of County Commissioners Meeting Minutes, April 14, 2026.	Backup Material	4/21/2026	Board_of_County_Commissioners_Meeting_Minutes_April_14__2026.ADA_aw.pdf
Attachment "A" Pet Adoptions	Backup Material	4/21/2026	Attachment_A_Pet_Adoptions.ADA_aw.pdf
Attachment "B" IKO Presentation	Backup Material	4/21/2026	Attachment_B_IKO_Presentation.ADA_aw.pdf
Attachment "C" Lighting Study	Backup Material	4/21/2026	Attachment_C_Lighting_Study.ADA_aw.pdf
Attachment "D" Russell Road Capacity Study	Backup Material	4/21/2026	Attachment_D_Russell_Road_Capacity_Study.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/22/2026 - 4:24 PM	Item Pushed to Agenda



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

April 14, 2026
Administration Building
4th Floor, BCC Meeting Room
477 Houston Street
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Vice-Chairman John Sgromolo, Commissioner of District 1, gave the Invocation.

PLEDGE

US Navy AT2, Tommy Spence led the Pledge of Allegiance.

Chairman Kristen Burke said Aviation Electronics Technician Petty Officer Second Class Tommy Spence served for five years in the United States Navy, serving in the security forces at locations in the Middle East and the Persian Gulf. He is a decorated veteran, earning awards including the Iraq Campaign Medal, Global War on Terrorism Medal, Navy Battle E Ribbon, and Navy and Marine Corps Achievement Medals, among others. Petty Officer Spence joined the Navy after September 11, 2001, to serve and defend his country, and during his service, he learned that true service is selfless. Now a Middleburg resident, he volunteers his time supporting military families, veterans, and youth through organizations including TAPS, the Wounded Warrior Project, Carry the Load, K9S for Warriors, the Til Valhalla project, and Clay Pal.

Petty Officer Spence thanked the Board for the invitation to lead the Pledge of Allegiance and prayed over the Board of County Commissioners and those standing watch over our country.

CALL TO ORDER

Chairman Kristen Burke called the meeting to order at 4:05 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 to provide details for pets available for adoption: Gustav (cat), Tadpole (dog), Torrie (cat), and Chip (dog). Ready to meet your new best friend and see who's available - Visit our website to meet our adorable crew looking for their forever home, contact clayadoptions@claycountygov.com, or call (904) 269-6342. Pictured is a Bottle Baby who is in need of a foster home. If you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list at Amazon.com. We always need items for our foster kittens and shelter animals. See Attachment A.

PROCLAMATIONS/RESOLUTIONS

1. Water Conservation Month (April 2026)

Item One (1) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 10:01 and ending at 21:45. Below is a summary of the discussion and the vote for this agenda item.

Chairman Kristen Burke said Water Conservation Month is April 2026 and is recognized each April during Florida's dry season which runs from March through June.

Present for the Proclamation:

- Douglas Conkey - Intergovernmental Coordinator - SJRWMD
- Jeremy Johnston - Executive Director - CCUA
- Duane Combass - Clay Soil and Water Conservation District - Chair
- Garry McIntyre - Clay Soil and Water Conservation District - Supervisor
- Wes Taylor - Clay Soil and Water Conservation District - Supervisor

Vice-Chairman John Sgromolo read the Proclamation for Water Conservation Month - April 2026.

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

Mr. Conkey thanked the Board for their support and spoke about the importance of water conservation, the use of a rain shut-off device, severe water shortage, and the need to maintain your irrigation system.

Mr. Johnston thanked the Board for the Proclamation and also spoke about the importance of water conservation, water reclaim services, customer outreach, preventing leaks/leak detection and free water conservation assessments to customers.

Mr. McIntyre recognized Mr. Taylor for his 22 years of service to the Clay Soil and Water Conservation District. Mr. McIntyre also spoke about the success at the fair and the water testing that took place at Doctors Lake.

There was a brief discussion clarifying the SJRWMD artesian well program.

DECLARATIONS

There were no Declarations.

PRESENTATIONS

Clay EDC Update (C. Powell)

EDC Update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 22:43 and ending at 45:04. Below is a summary of the discussion.

Crawford Powell, Director of Clay County Economic Development, addressed the Board to provide details and information regarding the EDC update and presented a PowerPoint presentation for the update on IKO. See Attachment B.

Projects Highlighted:

- Niagara Water Bottling
- IKO Roofing Materials
- Peters Creek Industrial
- Rookery Industrial
- Spencer Industrial
- Marketing Challenger
- Keystone Heights Airport - 100 Acre Site
- 10th Annual First Coast Expressway Summit

There were questions and discussions regarding the type of product being produced by IKO, the timeline of the conception for the expressway, ribbon cutting for the F-35A, expansion at Niagara - number of employees - average wage, the type of sites being marketed near Challenger, products produced and distributed by the Coca-Cola plant in Jacksonville, Florida.

Aundra Wallace, President of JAXUSA Partnership, addressed the Board to provide additional details and information regarding the regional level of the EDC Update.

Continued discussions were had regarding the replacement of jobs by AI, the auto-

aviation timeline for coming to Cecil Field, and workforce estimates.

TPO Lighting Study (R. Smith)

Lighting Study Update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 45:10 and ending at 54:02 Below is a summary of the discussion.

Richard Smith, Director of Engineering, introduced Terry Shaw of Kimley-Horn to present the TPO Lighting Study and Russell Road Capacity Study.

Terry Shaw of Kimley-Horn and Associates, presented a PowerPoint presentation to provide an overview and information for the lighting study. See Attachment C.

There were questions and discussions regarding costs when not using poles from utility partners, clarification of the lighting construction costs, crash history data, funding sources for lighting other than local government, and criteria for lit vs not lit.

TPO Russell Road Capacity Study (R. Smith)

Russell Road Study can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 54:03 and ending at 1:04:40. Below is a summary of the discussion.

Terry Shaw of Kimley-Horn and Associates presented a PowerPoint to provide an overview and information for the Russell Road Capacity Study. See Attachment D.

There were questions and discussions regarding traffic flow, the need for a median on Sandridge Road, and costs/funding.

CONSTITUTIONAL OFFICERS

There were no Constitutional Officers comments.

APPROVAL OF MINUTES

2. Board of County Commissioners Meeting Minutes, March 24, 2026.

Vice-Chairman John Sgromolo made a motion for approval of the March 24, 2026, BoCC Meeting minutes, seconded by Commissioner Jim Renninger, which carried 5-0.

PUBLIC COMMENTS

Public Comment can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 1:10:51 and ending at

1:15:48. Below is a summary of the discussion.

Chairman Kristen Burke opened the floor for public comment at 5:12 pm.

Amy Fu, Owner of Alpha Envirotech Consulting, Inc., 8681 Ethans Glen Terrace, Jacksonville, FL. addressed the Board to speak on the company's participation regarding RFQ Number 25/26-004 and request to be included in the award for Category 2: Environmental Services.

Helana Cormier, 2839 Woodbridge Crossing Court, Green Cove Springs, Florida, addressed the Board to express her gratitude for the Board's efforts regarding Rolling Hills and the traffic on Sandridge.

Hearing no other comments, Chairman Kristen Burke closed public comment at 5:16 pm.

CONSENT AGENDA

3. Finance Business

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

4. RFQ No. 25/26-004, Professional Services for Category 1 (K. Smith)
Review of Staff's ranking of the Category 1 submittals received for RFQ No. 25/26-004, Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical. Staff is recommending awarding to the top six (6) ranked consultants for Category 1.

Category 1: General Civil Engineering Services

(Preparation of construction documents for civil projects such as roads and pavement, drainage and stormwater, sidewalks, lighting)

1. WGI, Inc. - 93.5
2. England-Thims & Miller, Inc. - 91.83
3. Jones Edmunds & Associates, Inc. - 89.33
4. CPH Consulting, LLC - 88.77
5. GAI Consultants, Inc. - 87.70
6. Kimley-Horn and Associates, Inc. - 86.47
7. Halff Associates, Inc. - 84.83
8. Baxter & Woodman, Inc. - 84.83
9. Alliant Engineering, Inc. - 83.58

10. Chen Moore and Associates, Inc. - 82.73
11. Eda Consultants, Inc. - 81.67
12. Ardurra Group, Inc. - 81.00
13. Baker Consulting & Engineering, LLC - 79.58
14. Jacobs Engineering Group, Inc. - 79.2
15. Eisman & Russo, Inc. - 78.82
16. LJA Engineering, Inc. - 78.67
17. Construction and Engineering Services Consultants, Inc. - 77.57
18. Johnson, Mirmiran & Thompson, Inc. - 77.33
19. Carnahan, Proctor and Cross, Inc. - 77.33
20. STV, Inc. - 77.00
21. Gulfstream Design Group, LLC - 76.67
22. Traffic & Mobility Consultants, LLC - 74.42
23. AtkinsRealis USA, Inc. - 74.17
24. Prime AE Group, Inc. - 73.13
25. Adkinson Engineering, P.A. - 71.42
26. DRMP, Inc. - 67.83
27. North Florida Professional Services, Inc. - 64.83

A committee consisting of the Facilities Operations and Maintenance Division Director, Deputy Director - CEI and Capital Projects - Project Manager II performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

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

Funding Source: Various

5. RFQ No. 25/26-004, Professional Services for Category 2 (K. Smith)
Review of Staff's ranking of the Category 2 submittals received for RFQ No. 25/26-004, Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical. Staff is recommending awarding to the top three (3) ranked consultants for Category 2.

Category 2: Environmental Services

(Services related to preparation of drawings that comply with regulatory requirements, permitting, identification and assistance of threatened/endangered species, reports/recommendation for wetland mitigation etc.)

1. Kimley-Horn and Associates, Inc. - 77.63

2. GAI Consultants, Inc. - 75.42
3. WGI, Inc. - 75.25
4. Alpha Envirotech Consulting, Inc. - 69.33
5. Chen Moore and Associates, Inc. - 68.32
6. AtkinsRealis USA, Inc. - 66.92
7. Johnson, Mirmiran & Thompson, Inc. - 66.75
8. Prime AE Group, Inc. - 66.72
9. UES Professional Solutions, LLC - 66.58
10. Ecological Associates, Inc. - 66.00
11. Jacobs Engineering Group, Inc. - 61.95
12. ECS Florida, LLC - 54.42
13. SWCA, Inc. - 52.42

A committee consisting of the Grants Director, Construction Manager for Capital Projects and Floodplain CRS Coordinator, performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

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

Funding Source: Various

6. RFQ No. 25/26-004, Professional Services for Category 3 (K. Smith)
Review of Staff's ranking of the Category 3 submittals received for RFQ No. 25/26-004, Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical. Staff is recommending awarding to the top five (5) ranked consultants for Category 3.

Category 3: Transportation Planning and Traffic Engineering Services

(Services related to assisting with preparing and reviewing transportation and planning studies, develop planning and traffic reports, assist with developing policy etc.)

1. CPH Consulting, LLC - 80.62
2. WGI, Inc. - 80.38
3. Kimley-Horn and Associates, Inc. - 79.78
4. England-Thims & Miller, Inc. - 79.08
5. GAI Consultants, Inc. - 76.12
6. Alliant Engineering, Inc. - 73.68
7. Prime AE Group, Inc. - 71.95
8. LJA Engineering, Inc. - 71.72

9. AtkinsRealis USA, Inc. - 70.92
10. Baxter & Woodman, Inc. - 66.35
11. Walker Walker Consulting, LLC - 64.00
12. Metric Engineering, Inc. - 63.75
13. EXP U.S. Services, Inc. - 63.75
14. Jacobs Engineering Group, Inc. - 61.70
15. Johnson, Mirmiran & Thompson, Inc. - 60.42
16. Foresite Group, LLC - 59.58

A committee consisting of the Director of Capital Projects, Deputy Director of Traffic Operations, and Bicycle Pedestrian Coordinator performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

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

Funding Source: Various

7. RFQ No. 25/26-004, Professional Services for Category 4 (K. Smith)
Review of Staff's ranking of the Category 4 submittals received for RFQ No. 25/26-004, Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical. Staff is recommending awarding to the top three (3) ranked consultants for Category 4.

Category 4: Planning and Study Services

(Services related to comprehensive planning, urban design, public engagement, policy development, market analysis, and development review.)

1. Kimley-Horn and Associates, Inc. - 81.63
2. WGI, Inc. - 79.00
3. GAI Consultants, Inc. - 76.53
4. Baxter & Woodman, Inc. - 74.50
5. AtkinsRealis USA, Inc. - 71.67
6. Halff Associates, Inc. - 70.00
7. Chen Moore and Associates, Inc. - 69.73
8. Prime AE Group, Inc. - 69.30
9. Inspire Placemaking Collective, Inc. - 67.33
10. Traffic & Mobility Consultants, LLC - 61.00
11. Jacobs Engineering Group, Inc. - 59.70
12. Foresite Group, LLC - 56.58
13. North Florida Professional Services, Inc. - 53.17

A committee consisting of the Assistant County Manager Stewart, Chief Planner, and a Planning Technician performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

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

Funding Source: Various

8. RFQ No. 25/26-004, Professional Services for Category 5 (K. Smith)
Review of Staff's ranking of the Category 5 submittals received for RFQ No. 25/26-004, Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical. Staff is recommending awarding to the five (5) top ranked consultants for Category 5.

Category 5: Landscape Architectural Services

(Services related to providing drawings and specifications for landscaping projects, develop site master planning, urban and open space planning, tree surveys etc.)

1. England-Thims & Miller, Inc. - 83.67
2. Kimley-Horn and Associates, Inc. - 83.3
3. WGI, Inc. - 81.67
4. GAI Consultants, Inc. - 79.33
5. CPH Consulting, LLC - 79.33
6. Prime AE Group, Inc. - 74.97
7. Halff Associates, Inc. - 74.00
8. Chen Moore and Associates. Inc. - 73.48
9. Jacobs Engineering Group, Inc. - 72.7
10. Inspire Placemaking Collective, Inc. - 62.50

A committee consisting of the Planning and Zoning Director, Acting County Extension Director, and Planner I performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

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

Funding Source: Various

9. RFQ No. 25/26-004, Professional Services for Category 6 (K. Smith)
Review of Staff's ranking of the Category 6 submittals received for RFQ No. 25/26-004, Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical. Staff is recommending awarding to the three (3) top ranked consultants for Category 6.

Category 6: Structural Civil Engineering Services

(Structures such as bridges)

1. Kimley-Horn and Associates, Inc. - 90.8
2. WGI, Inc. - 86.83
3. GAI Consultants, Inc. - 86.17
4. STV, Inc. - 82.67
5. Jacobs Engineering Group, Inc. - 82.2
6. Baxter & Woodman, Inc. - 82.00
7. Prime AE Group - 81.63
8. CPH Consulting, LLC - 81.50
9. Baker Consulting & Engineering, LLC - 80.00

A committee consisting of the Director of Engineering, Director of Public Works, and Deputy Director of Capital Projects performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

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

Funding Source: Various

10. RFQ No. 25/26-004, Professional Services for Category 7 (K. Smith)
Review of Staff's ranking of the Category 7 submittals received for RFQ No. 25/26-004, Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical. Staff is recommending awarding to the five (5) top ranked consultants for Category 7.

Category 7: Surveying Services

(Services related to surveys for boundary, topographic, as-builts etc.)

1. WGI, Inc. - 83.33
2. CPH Consulting, LLC - 80.17
3. ETM Surveying & Mapping, Inc. - 78.9
4. GAI Consultants, Inc. - 76.87
5. DRMP, Inc. - 74.17
6. Carnahan, Proctor and Cross, Inc. - 72.33
7. Southeastern Surveying and Mapping Corporation - 70.17
8. A&J Land Surveyors, Inc. - 69.67
9. Eda Consultants, Inc. - 68.67
10. North Florida Professional Services, Inc. - 65.83
11. Alliant Engineering, Inc. - 63.00
12. Flint Surveying & Mapping, Inc. - 58.5

A committee consisting of the Building Director, EM's Chief of Training & Exercises, and Subdivision Inspection Manager performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

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

Funding Source: Various

11. RFQ No. 25/26-004, Professional Services for Category 8 (K. Smith)
Review of Staff's ranking of RFQ No. 25/26-004, Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical. Staff is recommending awarding to the two (2) ranked consultants for Category 8.

Category 8: Geotechnical Services

(Services related to geotechnical explorations, soil testing etc.)

1. UES Professional Solutions, LLC - 72.83
2. ECS Limited - 68.83

A committee consisting of the Deputy Building Official, Senior Project Manager for Engineering, and Subdivision Inspection Manager performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

Funding Source: Various

12. Agreement(s) for Debris Removal (M. Towns/T. Devin)
Approval of Agreement(s) for Debris Removal Services for a term of 5

years. Attachment B of the Agreement(s) includes a Price Tables for the anticipated services.

- A. TFR Enterprises (Primary)
- B. CrowderGulf Joint Venture, Inc. (Secondary)
- C. Ceres Environmental Services, Inc. (Tertiary)

13. Amended Resolution and First Amendment to Lease Agreement with Doing What We Dream, Inc. (C. Risinger)
 - (a) Approval of an Amended Resolution authorizing the lease of County-owned property, pursuant to Section 125.38, Florida Statutes, to Doing What We Dream, Inc., a not-for-profit corporation.
 - (b) Approval of a First Amendment to the Lease Agreement with Doing What We Dream, Inc. for the lease of two buildings located at 3229 Bear Run Boulevard, Orange Park, to extend the rent-free period, with monthly rent in the amount of \$5,000 commencing on January 1, 2027.
14. Resolution approving Clay County Transportation Plan, 2026-2029, pursuant to Florida Statutes, Chapters 394 and 397 (D. Motes)
15. Approval for the Florida Women's Historical Marker Honoring Maude Burroughs Jackson to be located at Fire Station 14. (B. Carson).
16. Approval to set Public Hearing on Petition to Vacate a Portion of Florida Farms & Industries Co. Plat and adoption of Resolution to schedule the Public Hearing (R. Smith/C. Grimm)
17. Approval of Right-of-Way Easement between Clay County and Clay Electric Cooperative for Fire Station 1. (E. Dendor/C. Grimm)
18. Approval of Right-of-Way Easement between Clay County and Clay Electric Cooperative for Fire Station 22. (E. Dendor/C. Grimm)

Consent Agenda can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 1:15:49 and ending at 1:52:36. Below is a summary of the discussion and vote for this agenda item.

Commissioner Betsy Condon requested to pull items four (4) through ten (10) - RFQ Number 25/26-004, for discussion.

Courtney Grimm, County Attorney, requested on behalf of staff that item thirteen (13) be pulled and deferred for consideration.

Commissioner Jim Renninger made a motion to approve the Consent Agenda, except items four (4) through ten (10) and item thirteen (13), seconded by Vice-Chairman John

Sgromolo, which carried 5-0.

Commissioner Betsy Condon expressed her concerns about items four through ten, all related to RFQ 25/26-004, noting the issue of the process benefiting large firms and the RFQ being too large to be placed on the Consent Agenda, a lot of information to be briefed on four days before the meeting, costs, and overall procedure.

There were questions and discussions regarding the approval process/procedure, changes in Florida statute, language as it reads in the statute, variations among the categories, point difference, limitation of companies recommended for award, continuing contracts, expanding the ranking/pool, evaluation of criteria, pricing, how it would look to move forward with a contract, and improving efficiency.

Commissioner Betsy Condon made a motion for approval of item 4 - staff's recommendation, seconded by Commissioner Jim Renninger, which carried 5-0.

Commissioner Betsy Condon made a motion for approval of item 5 - One (1) through four (4), seconded by Commissioner Jim Renninger, which carried 5-0.

Commissioner Betsy Condon made a motion for approval of item 6 - staff's recommendation for the top five (5), seconded by Commissioner Jim Renninger, which carried 5-0.

Commissioner Betsy Condon made a motion for approval of item 7 - one (1) through four (4), seconded by Vice-Chairman John Sgromolo, which carried 5-0.

Commissioner Betsy Condon made a motion for approval of item 8 - staff's recommendation of the top five (5), seconded by Commissioner Jim Renninger, which carried 5-0.

Commissioner Betsy Condon made a motion for approval of item 9 - staff's recommendation of the top three (3), seconded by Commissioner Jim Renninger, which carried 5-0.

Ms. Smith requested that item 10 - Surveying Services be rejected and provided the reason for the request.

Following discussions, Commissioner Betsy Condon made a motion for approval to reject item ten (10), seconded by Commissioner Jim Renninger, which carried 5-0.

Ms. Smith commended her staff for their efforts and hard work on RFQ 25/26-004. Commissioner Condon also commended staff for their hard work and thanked the firms for attending the meeting. Chairman Kristen Burke also commended staff for their hard work.

DISCUSSION/UPDATES

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

Item Nineteen (19) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 1:53:02 and ending at 2:16:23. 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 – CR218 from Masters Road to Pine Tree Lane:** The County's team and Anderson Columbia (AC) continued their bi-monthly status meetings. AC continued the installation of drainage structures, pipes, sub-base and base materials, curbing and median work along the north side of this project. This project is 67.8% paid out and 93% of time used.
- **Projects #2 - CR209 from US17 to Peters Creek Bridge:** The County's team and Superior (SCC) continued their bi-monthly status meetings. SCC completed the demolition and milling of the old asphalt on the east side of the north/south section of CR209, west of the railroad tracks. They continued constructing the clay cut-off wall at Pond 2 while moving clay material from Pond 2 to Pond 3, being used for the clay pond liner. SCC completed all cross drains between the railroad and Peters Creek and concrete flatwork (curb, driveways, sidewalk) on the south side of CR 209 east of the railroad tracks. Base material on the south side of CR 209, between US 17 and the railroad, was prepared for asphalt and is scheduled for paving the week of April 13th. This project is on schedule with 74% paid out and 68% of the time spent.
- **Project #3B – CR739B & part of CR209: (Connects the east-end of project #4 on Sandridge Road and runs through the roundabout to CR209B.)** The County, GAI and Kiewit (KISC) held their bi-monthly status meetings. KISC completed the installation of all the attributes of the new roundabout including base material, base asphalt, curbing, sidewalks and streetlights. KISC placed all the sidewalk and a majority of the sodding on the eastside of Russell Road. The overall project schedule remains in dispute by both parties. This project is 77% paid out and 142.8% of time elapsed.
- **Project #5 (CR220) and Project #6A (CR315):** The team continues to wait for USACOE to Issue the permits. Plan sets will be signed and sealed once received.
- **BTP Projects #3A, #4 and #6B:** Projects are Complete

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

Mr. Dendor noted that the current project list holds at 262 projects. The total work portfolio equals \$212,267,352.00.

The Capital Projects Department is managing 81 Projects, with the projects across thirteen different departments, account for roughly \$98M and the overall status of the public safety bond so far to date the county has spent \$19.9 or roughly 31% of the \$65M.

Projects Highlighted:

- Fire Station 1
- Fire Station 15
- Fire Station 16
- Fire Station 20
- Fire Station 21
- Fire Station 22
- Fire Station 24
- Fire Station Facility

Vertical Projects:

- Animal Shelter
- Economic Development Building
- Moccasin Slough Boardwalk

Engineering Projects:

- CR220 Bridge Replacement and Four-Lane Widening
- Live Oak Lane/Greenway Trail
- Spencer Industrial Drive
- CR220 at East-West Parkway Intersection
- CR220 Resurfacing Project - US17 to West of Brookstone Drive
- CBDG Sidewalk Update:
 - Blue Jay Drive - CR218 to Harvest Way
 - Mallard Road - CR218 to Widegeon Court
- Lake Geneva Restoration Project
- Radar Road
- Long Bay Road at Old Jennings Road

FDOT Update:

- US17 Resurfacing - Restoration and Rehabilitation:
 - Eagle Harbor Parkway at Water Oak Lane
 - Black Creek Bridge to Oak Street
- Blanding Boulevard (SR21) at Wells Road
- SR16 Resurfacing - Restoration and Rehabilitation:
 - US17 to SR21

Looking Ahead:

- Town Center Boulevard Resurfacing Project - Eagle Harbor Parkway to East-West Parkway
- Doctors Lake Drive Resurfacing Project - Kingsley Avenue (SR 224) to Peoria Road
- Lakeview Street and Hilltop Street - Dirt Road Paving Project

There were comments and discussions regarding partnering with Bradford County on

the Lake Geneva Restoration project, the status of 220 and 17, contractual penalties and liquidated damages, the status of Eldridge Road, and the completion timeline for Animal Shelter - Fall.

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

Item Twenty (20) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 2:16:25 and ending at 2:19:07. 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.

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

21. Public Hearing on Orange Park Medical Center, Inc., d/b/a HCA Florida Orange Park Hospital's Application for Renewal of a Certificate of Public Convenience and Necessity for Ambulance Service (J. Boree)

Item Twenty-One (21) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 1:04:57 and ending at 1:08:15. Below is a summary of the discussion and vote for this agenda item.

Chief Lorin Mock, Fire Chief, addressed the Board to provide details and information for the public hearing on HCA Florida Orange Park Hospital's application, as indicated above. The information provided to the Board is attached to the agenda.

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

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

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

22. Public Hearing on the adoption of an ordinance amending Article VIII, Illicit Discharge, of Chapter 19 of the Clay County Code, Water and Waste Water Management (R. Smith)

Item Twenty-Two (22) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 1:08:16 and

ending at 1:10:10. Below is a summary of the discussion and vote for this agenda item.

Richard Smith, Director of Engineering, addressed the Board to provide details and information for the public hearing on the adoption of an ordinance amending Article VIII as indicated above. The information discussed is attached to the agenda.

Chairman Kristen Burke opened the floor for the public hearing at 5:10 pm.

Hearing no comments, Chairman Kristen Burke closed the public hearing at 5:10 pm.

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

LETTERS FOR ACTION

23. Approval of letter in support of Commissioner Condon's candidacy for Second Vice President of the Florida Association of Counties

Item Twenty-Three (23) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 2:19:13 and ending at 2:22:05 Below is a summary of the discussion and vote for this agenda item.

Chairman Kristen Burke opened the floor to discuss the letter of support for Commissioner Betsy Condon's candidacy as mentioned above.

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

The Commission expressed their gratitude to Commissioner Condon for her willingness to serve and represent Clay County and the community.

LETTERS OF DOCUMENTATION

24. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulation for March 27, 2026:

A. Bid No. 25/26-005, Tile Replacement - Clay County Jail

Bid Opening Tabulation for March 31, 2026:

A. Bid No. 25/26-061, Clay County Sheriff's Office Building 500 Renovation

Bid Opening Tabulation for April 7, 2026:

A. Bid No. 25/26-055, Clay County Fairgrounds Hurricane Roof Repairs - Exhibit Hall 2 & Cattlemen's Arena

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/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 2:22:29 and ending at 2:23:30. Below is a summary of the discussion.

Chairman Kristen Burke opened the floor for public comment at 6:23 pm.

Bobby Jamieson, 1231 Whipstick Trail, Middleburg, Florida, addressed the Board to express his gratitude for the county's partnership.

Hearing no other comments, Chairman Kristen Burke closed public comment at 6:25 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/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 2:23:35 and ending at 2:24:21. Below is a summary of the discussion.

Courtney Grimm, County Attorney, addressed the Board to provide details regarding the Charter Review Committee. They are in the process of wrapping up their work and have concluded their review of the topics they initially brought forward to discuss. There will be three public hearings on the topic moving forward, to be held on April 20, 2026, May 4, 2026, and May 18, 2026, all at 5:00 pm.

COUNTY MANAGER

County Manager can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 2:24:22 and ending at 2:26:26. Below is a summary of the discussion.

Howard Wanamaker, County Manager, addressed the Board to provide information for the upcoming Touch-A-Truck Event - Saluting Those Who Serve - at the Clay County Fairgrounds to be held on Saturday, March 25, 2026, starting at 9:00 am to 2:00 pm. County Manager Wanamaker noted good news from the Fourth Judicial Circuit: the Freedom Truck 250 is scheduled to be located between the Admin Building and the Courthouse on June 15 through June 17, 2026.

There were questions and discussions regarding the need for more vehicles at the

Touch-A-Truck event.

COMMISSIONERS' COMMENTS

Commissioners can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/April 14, 2026](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/April%2014,%202026), beginning at 2:26:27 and ending at 2:47:30. Below is a summary of the discussion.

Commissioner Betsy Condon thanked the Board for their kind words and agreed that they are a great team. Commissioner Condon shared information she received from a constituent, who expressed their appreciation for the work being done at Lake Geneva. Commissioner Condon spoke about attending the drone expo at Keystone Heights Airport and mentioned what she observed. Commissioner Condon noted that a pedestrian was struck at the intersection of SR100 and SR21 in Keystone Heights, and there were concerns that the timing of the light was off. The concerns were passed on to FDOT; however, please be cautious when driving. Commissioner Condon talked about the success of the Clay County Fair and her participation in the Celebrity Pig Show, and thanked her trainer, Calloway. Commissioner Condon spoke about attending the Coca-Cola 250 and the takeaways from the event.

There was a brief conversation regarding where Coca-Cola was founded - Quincy, Florida.

Vice-Chairman John Sgromolo thanked Richard Smith and staff for adding the three-way stop at Eagle Harbor Parkway and Town Center Boulevard. Vice-Chairman Sgromolo mentioned that he was able to speak with Fleming Island High School Seniors in Government Classes, along with Judge Forbess and School Board Member Madam-Chair Erin Skipper. Vice-Chairman Sgromolo talked about attending the Vietnam War Veterans event and witnessing Master Chief Mack Ellis recite "Old Glory," and he implored everyone to watch the video. Vice-Chairman Sgromolo mentioned hosting the "Salute to Service" night - Florida/Georgia Showdown, thanked CCSO - Sergeant Neal McDade for throwing out the first pitch, and CCFR - Captain Moses Rodriguez and the Honor Guard for their attendance, as well as all who participated. Vice-Chairman Sgromolo spoke about the success of the fair and his participation in the Celebrity Pig Show, hamming it up with his trainer, Justin Null, and showcasing FFA and Clay County. Vice-Chairman Sgromolo congratulated Kelly Mosley on the event's success and thanked her for all her hard work. Vice-Chairman Sgromolo spoke about the First Coast Expressway Summit and the need for commercial development.

Commissioner Alexandra Compere commended county staff for meeting the needs for a compliant that was out of their purview. Commissioner Compere noted the invitation to participate in the county fair, however, high heels do not mix well in dirt. Commissioner Compere said that she was so touched by Tommy Spence, that was the first time that anyone has every taken their moment to ask Heaven for direction on their behalf. Thank you Mr. Spence!

Commissioner Jim Renninger mentioned the POW/MIA recognition held at Cecil Field POW/MIA Museum with Senator Ashley Moody and Congressman Aaron Bean. Commissioner Renninger said that on April 11, 2026, Congressman Bean held the 2026

Congressional Art Competition for the Fourth District; there were 17 submissions, with the winner from Clay High School. Commissioner Renninger spoke about the ribbon-cutting for the F-35s at the Florida Air National Guard. Commissioner Renninger talked about the municipal elections taking place today in Green Cove Springs and the Town of Orange Park.

Chairman Kristen Burke thanked CCSO, EOC, CCFR, and all those involved with the Clay County Fair for their hard work in keeping everyone safe and thanked her fellow Commissioners for the invitation to participate in the pig show. You all are appreciated for representing us. Chairman Burke congratulated Christine Blanchett, Deputy Clerk to the Board, on the birth of her new grandbaby, Asher Garrett, and congratulated Donnie, Kalei, and Garrett Blanchett. Chairman Burke requested prayer for Mr. Bill Burns, who is not feeling well. Chairman Burke also noted that you cannot place yard sale signs in the roundabout of Sandridge at 209B.

Commissioner Betsy Condon expressed her appreciation and commended Robin Stroich for helping a constituent with the permit process.

Hearing no further business, Chairman Kristen Burke adjourned the meeting at 6:48 pm

Attest:

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

Chairman or Vice-Chairman

Acronym Definitions

AT – Aviation Electronics Technician

BoCC/BCC - Board of County Commissioners

BTP – Bonded Transportation Program

CCFR – Clay County Fire Rescue

CCSO – Clay County Sheriff's Office

CR – County Road

EDC – Economic Development Corporation

EOC – Emergency Operations Center

SJRWMD – St. Johns River Water Management District

TPO – Transportation Planning Organization

USN – United States Navy

ZON – Rezone

Attachment
“A”
Pet Adoptions



Gustav

ANIMAL ID: A0060543619

SEX: Neutered Male

BREED: Domestic shorthair, 6 years old 15 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet **Gustav**, the 6-year-old king of sass who struts around like he owns the building... because in his mind, he absolutely does. He's a bold boy with big opinions, a dramatic stare, and a "don't mess with me" vibe that lasts right up until he decides he needs cuddles—then suddenly he's melting into your lap like a furry puddle of secrets.

Bring Gustav home and you'll get a hilarious mix of confidence, charm, and undercover snuggle addiction. Just don't tell him I told you.

claycountygov.com/adopt



Tadpole

ANIMAL ID: A0060546285

SEX: Spayed Female

BREED: Mixed Breed; 5 years old 54 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet **Tadpole**, the 5-year-old girl who treats life like a nonstop adventure and refuses to sit still unless snacks are involved. She's always on the move, always smiling, and always ready to rally her fur friends for a yard party—bonus points if there's a pool, because Tadpole believes splashing is a personality trait.

This happy-go-lucky girl brings sunshine wherever she goes, and if you're looking for a companion who lives every day like it's the best day ever, Tadpole is your girl.



claycountygov.com/adopt



Torrie

ANIMAL ID: A0060782659

SEX: Spayed female

BREED: Domestic Short hair, 1 year old; 6 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet Torrie: If you bring this gal home you're basically signing up for:

- A built-in mood booster who thinks purring is a full-time job
- A personal supervisor for all tasks, including but not limited to: laundry, emails, and opening the fridge
- A daily dose of sweetness from a cat who genuinely believes you're the best thing that's ever happened

She'll fill your life with warmth, laughter, and the kind of gentle companionship that makes even ordinary days feel softer.



claycountygov.com/adopt



Chip

ANIMAL ID: A0060629360

SEX: Neutered Male, Heartworm Negative

BREED: Mix Breed; 5 months old; 22 pounds
Heartworm Negative

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet **Chip**, the 5-month-old puppy who's still figuring out life... one adorable army crawl at a time. He's a shy little guy with a soft heart, slowly building his confidence but absolutely committed to dramatic floor-wiggling as a valid form of transportation.

Once he trusts you (and you share a snack or two), Chip becomes the sweetest buddy who will stick by your side like you're his favorite person on the planet. Adopt Chip and you'll gain a gentle, goofy friend who reminds you daily that bravery comes in small, wiggly steps.



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

Clayoptions@claycountygov.com and let's chat!

Don't wait! Your new best friend is just a click away! 🏠 ❤️

**Pictured: Bottle babies are in need of a foster home, please call the shelter for more information. We are always in need of foster homes where they can grow, receive socialization and even medical fosters, and get the care they need until they are ready for adoption. Could you provide a loving temporary home for one of our foster animals? If so, please contact us at clayfosters@claycountygov.com*

claycountygov.com/adopt



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

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

claycountygov.com/adopt

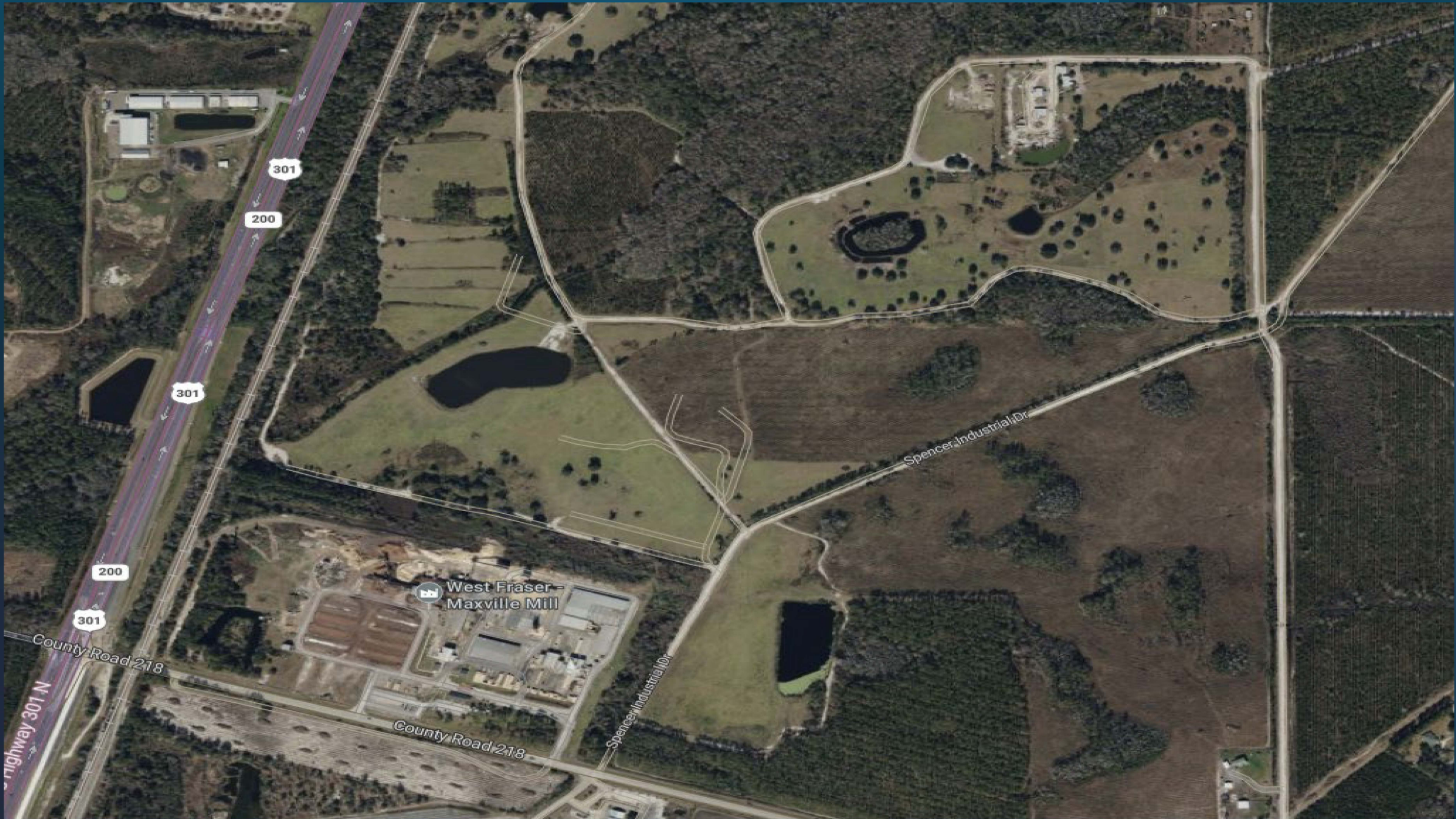
Attachment
“B”
IKO Presentation



CLAY FLORIDA

Economic Development Corporation

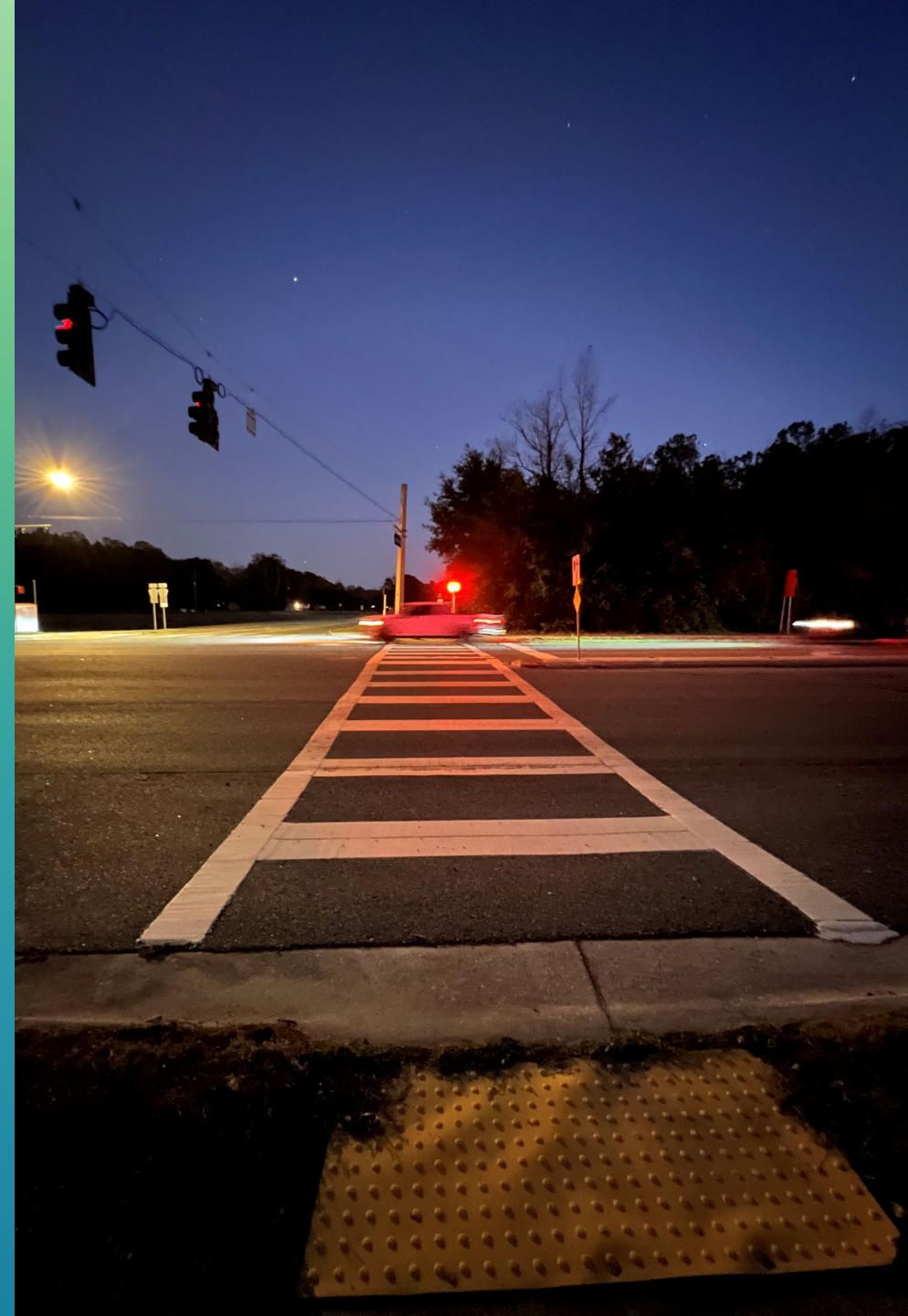
POSSIBILITY FLOWS | **JUST SOUTH OF JACKSONVILLE**





**Attachment
“C”
Lighting Study**

County Road Lighting Study



Purpose

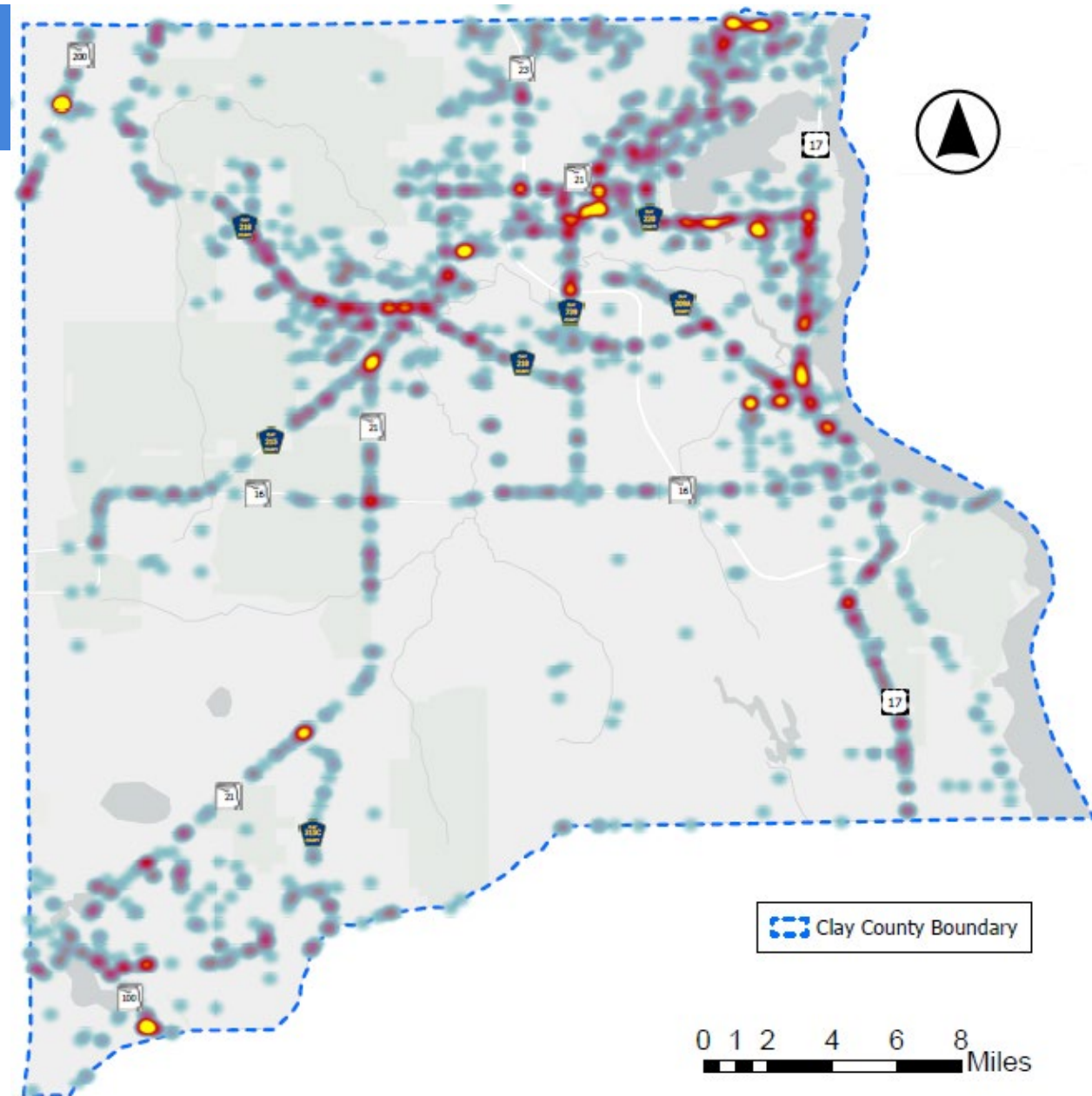
This project's purpose is to conduct a safety-based assessment of the need for street lighting on Clay County's roads at intersections and provide a tool for generalized estimate of the costs associated with lighting county roads based on typical configurations.

Crash History

Severity	All Crashes	Dark, Not-Lighted	Percent
Fatal	21	10	47.6
Incapacitating	61	20	32.7
Non Incapacitating	312	81	25.9
Minor Injury	648	92	14.2
No Injury	3,196	455	14.2
Total	4,238	658	

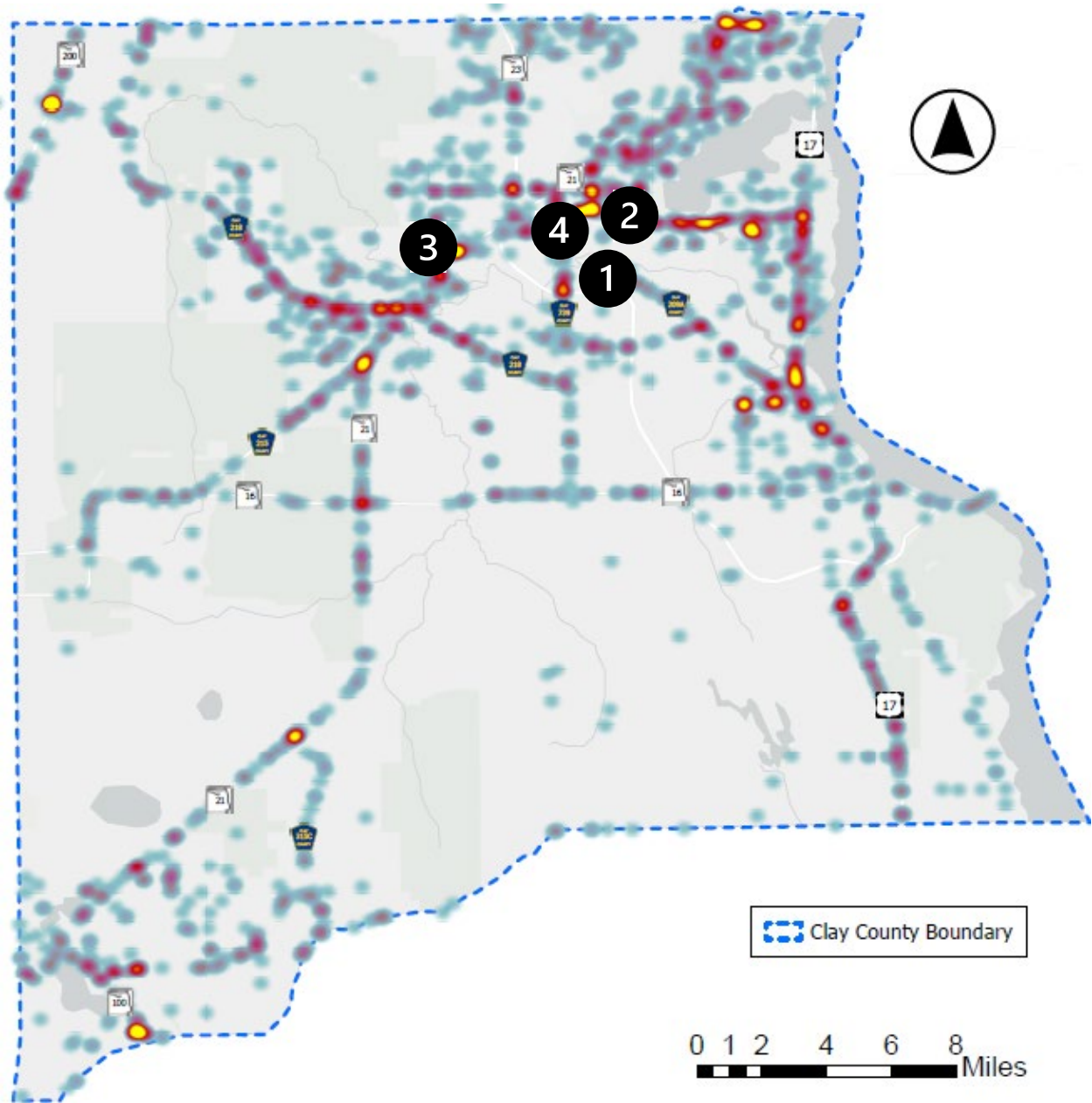
Major Intersections

Major Road	Minor Road
CR 739 Henley Rd	CR 209 Russell Rd
CR 220	CR 220B Knight Boxx Rd
CR 220	CR 220A Long Bay Rd
CR 220B Knight Boxx Rd	CR 220A Old Jennings Rd
CR 224/College Drive	CR 220A Old Jennings Rd
CR 220	Sleepy Hollow Rd
CR 220A Old Jennings Rd	CR 220A Long Bay Rd
CR 209 Russell Rd	CR 209B
CR 15A Wells Rd	Debarry Ave
CR 218	CR 739 Henley Rd
CR 209A Moody Ave	Greenridge Rd
CR 224A Doctors Lake Dr	Greenridge Rd
CR 214 Christian Camp Rd	CR 315C
CR 220	CR 209 Henley Rd
CR 224 College Dr	CR 209A Peoria Rd
CR 209 Russell Rd	CR 739B Sandridge Rd
CR 15A Oakridge Ave	Green Cove Ave
CR 218	CR 217



Priority Locations

Location	Lighting Construction Costs
1 CR 739 Henley Road at CR 209 Russell Road	\$161,000
2 CR 220 at CR 220B Knight Boxx Road	\$197,600
3 CR 220 at CR 220A Long Bay Road	\$127,100
4 CR 220B Knight Boxx Road at CR 220A Old Jennings Road	\$197,600

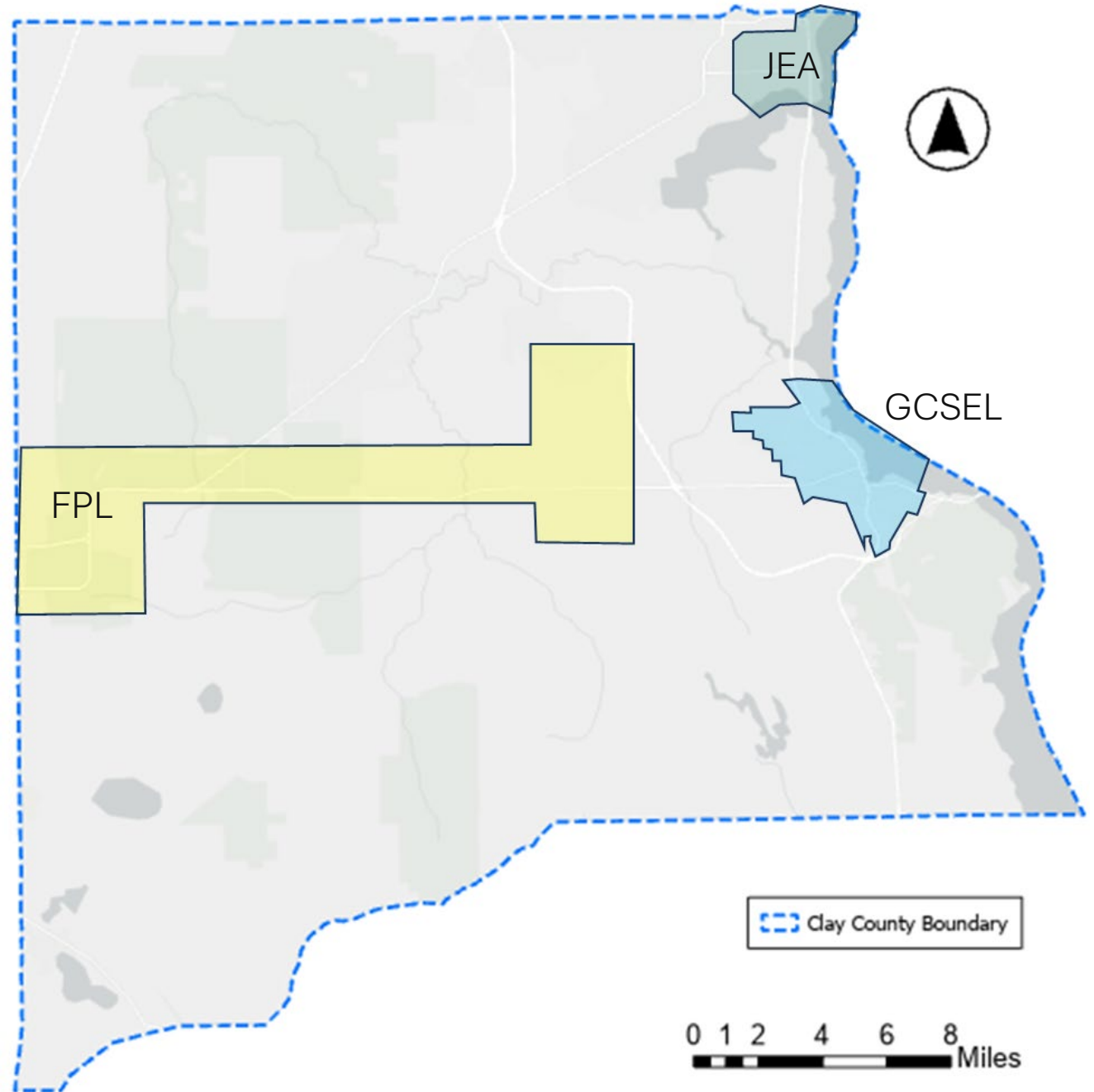


Typical Installation Configuration Costs

Guideline	Configuration	Pole	Estimated Construction Costs	Support Costs at 35%	Total Costs Rounded
Public Road Near Driveway	Single Pole	On New Pole	\$42,806.96	\$14,982.44	\$58,000
		On Existing Pole	\$14,213.64	\$4,974.77	\$19,000
T-Intersection	< 3,000 AADT	On New Pole	\$45,608.41	\$15,962.94	\$62,000
		On Existing Pole	\$28,109.94	\$9,838.48	\$38,000
	≥ 3,000 AADT	On New Pole	\$90,803.17	\$31,781.11	\$123,000
		On Existing Pole	\$42,377.90	\$14,832.27	\$57,000
4-Way Intersection	< 3,000 AADT	On New Pole	\$90,803.17	\$31,781.11	\$123,000
		On Existing Pole	\$42,377.90	\$14,832.27	\$57,000
	≥ 3,000 AADT	On New Pole	\$152,843.96	\$53,495.39	\$206,000
		On Existing Pole	\$70,913.81	\$24,819.83	\$96,000
Bus Stop or Crosswalk	2-Lane	On New Pole	\$45,608.41	\$15,962.94	\$62,000
		On Existing Pole	\$14,213.64	\$4,974.77	\$19,000
	4-Lane	On New Pole	\$74,105.41	\$25,936.89	\$100,000
		On Existing Pole	\$25,680.14	\$8,988.05	\$35,000
Roadway Per Mile	2-Lane	On New Pole	\$934,765.89	\$327,168.06	\$1,262,000
		On Existing Pole	\$508,362.69	\$177,926.94	\$686,000
	4-Lane	On New Pole	\$1,309,255.27	\$458,239.34	\$1,767,000
		On Existing Pole	\$648,317.95	\$226,911.28	\$875,000

Service Providers

Each electric service provider has an established tariff or rate schedule for each light type

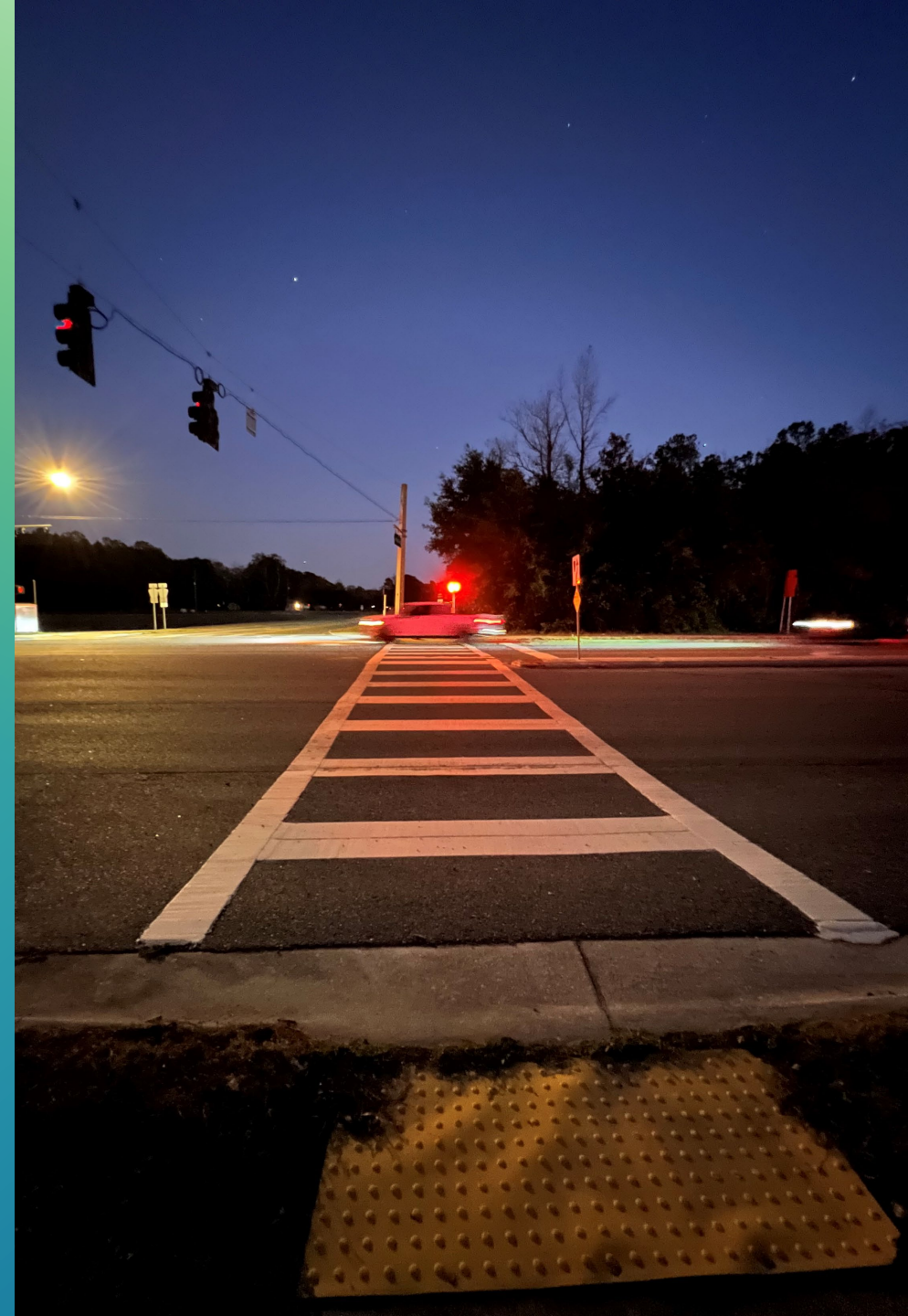


Monthly Operations and Maintenance Costs

Guideline	Configuration	Pole Config.	Clay Electric	FPL	JEA
Public Road near Driveway		On New Pole	\$16.35	\$18.41	\$10.14
		On Existing Pole	\$19.85	\$18.70	\$10.14
T-Intersection	< 3,000 AADT	On New Pole	\$16.35	\$27.01	\$11.39
		On Existing Pole	\$19.85	\$27.30	\$11.39
	> 3,000 AADT	On New Pole	\$32.70	\$54.02	\$22.78
		On Existing Pole	\$39.70	\$54.60	\$22.78
4-Way Intersection	< 3,000 AADT	On New Pole	\$32.70	\$54.02	\$22.78
		On Existing Pole	\$39.70	\$54.60	\$22.78
	> 3,000 AADT	On New Pole	\$65.40	\$108.04	\$45.56
		On Existing Pole	\$79.40	\$109.20	\$45.56
Bus Stop or Crosswalk	2-Lane	On New Pole	\$16.35	\$27.01	\$11.39
		On Existing Pole	\$19.85	\$27.30	\$11.39
	4-Lane	On New Pole	\$32.70	\$54.02	\$22.78
		On Existing Pole	\$39.70	\$54.60	\$22.78
Roadway Per Mile	2-Lane	On New Pole	\$343.35	\$567.21	\$239.19
		On Existing OE Pole	\$343.35	\$573.30	\$239.19
	4-Lane	On New Pole	\$694.75	\$945.35	\$398.65
		On Existing OE Pole	\$694.75	\$955.50	\$398.65

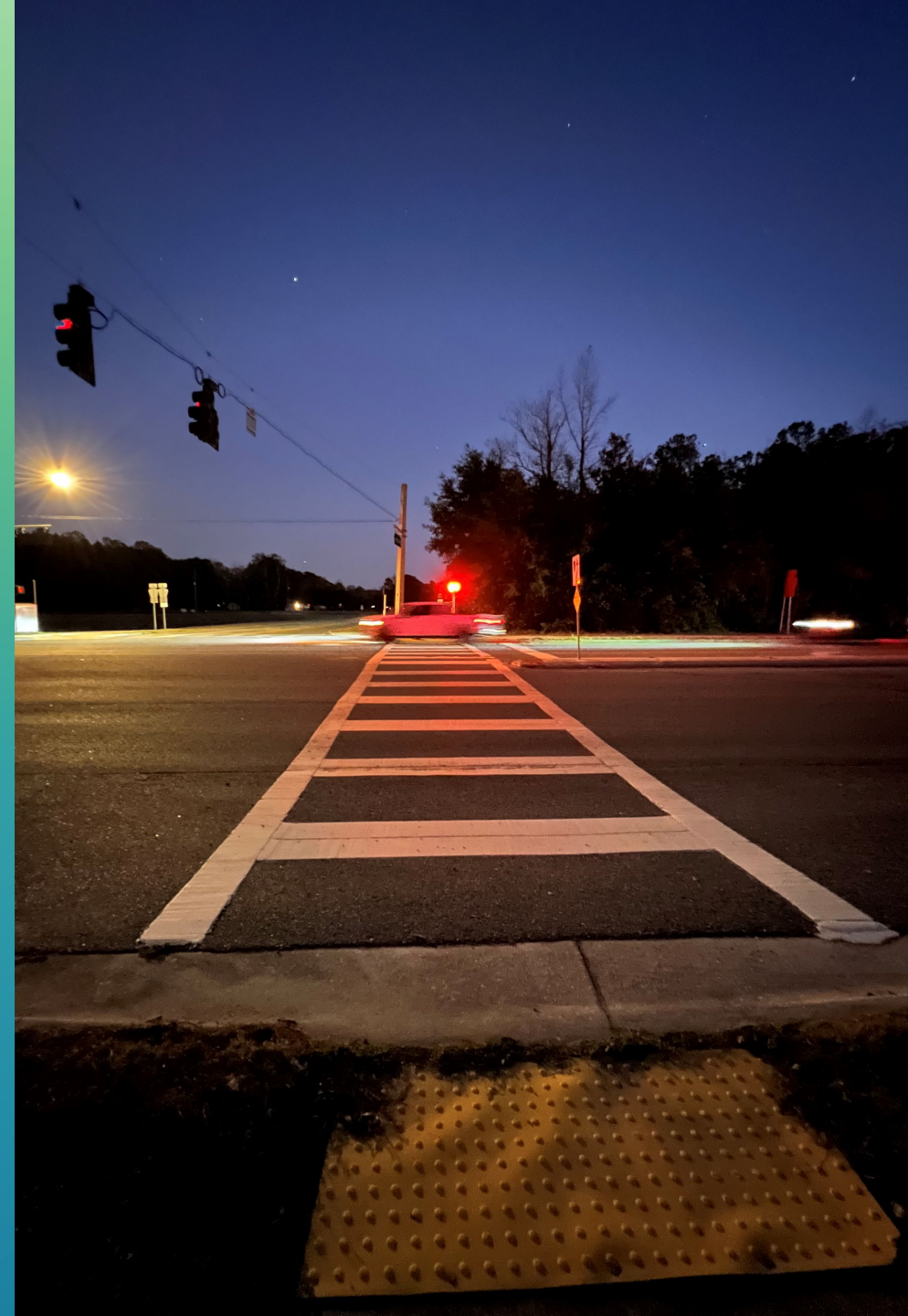
Does not include fuel adjustments.

County Road Lighting Study



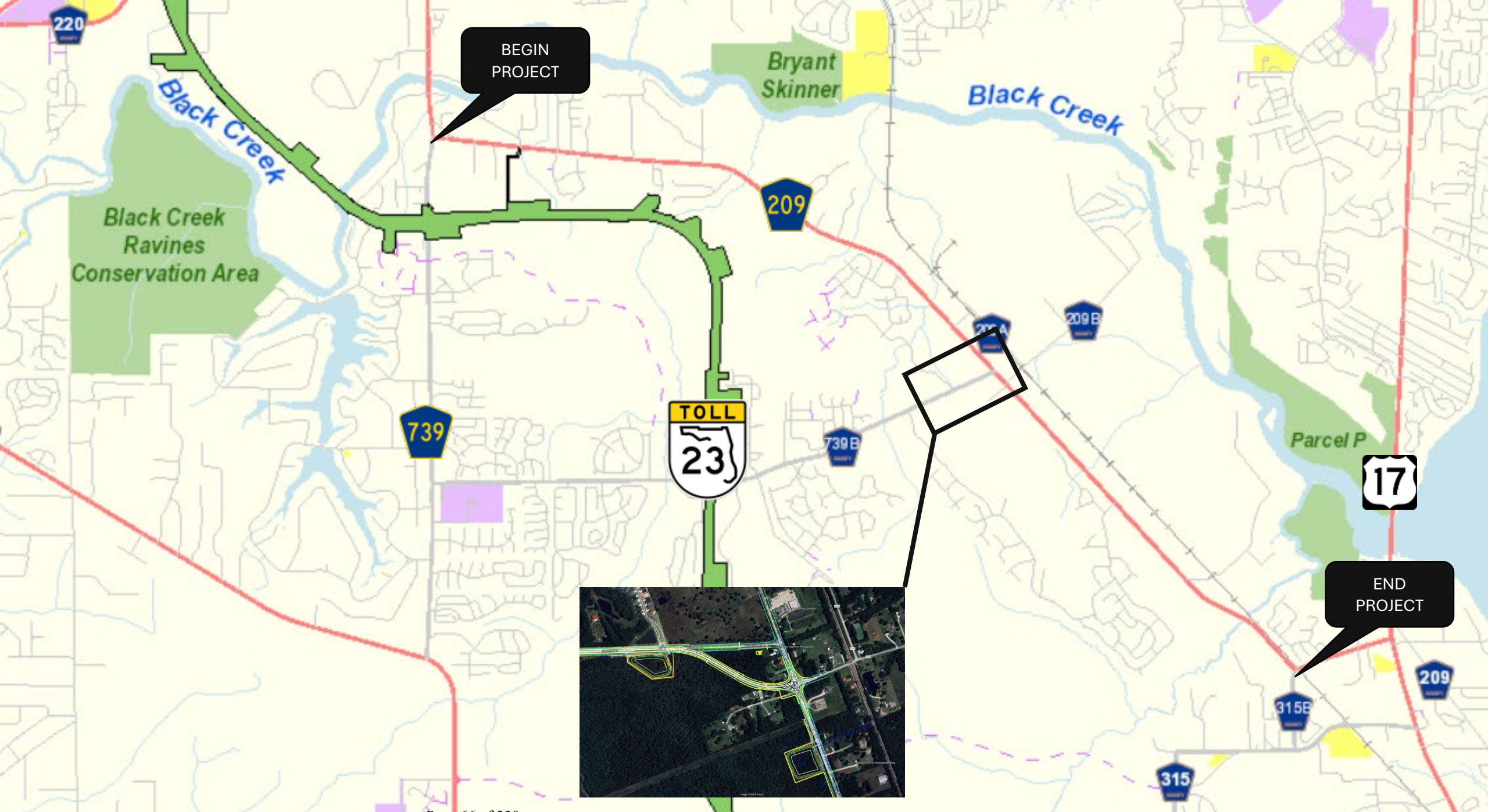
Attachment
“D”
Russell Road Capacity
Study

CR 209 Russell Road Capacity Study



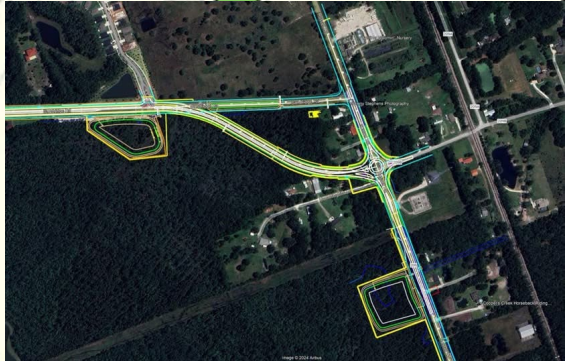
Purpose

Project's purpose is to evaluate the need for capacity improvements along Russell Road.



BEGIN PROJECT

END PROJECT





Legend

- Low Crash Density
- High Crash Density

Crash History

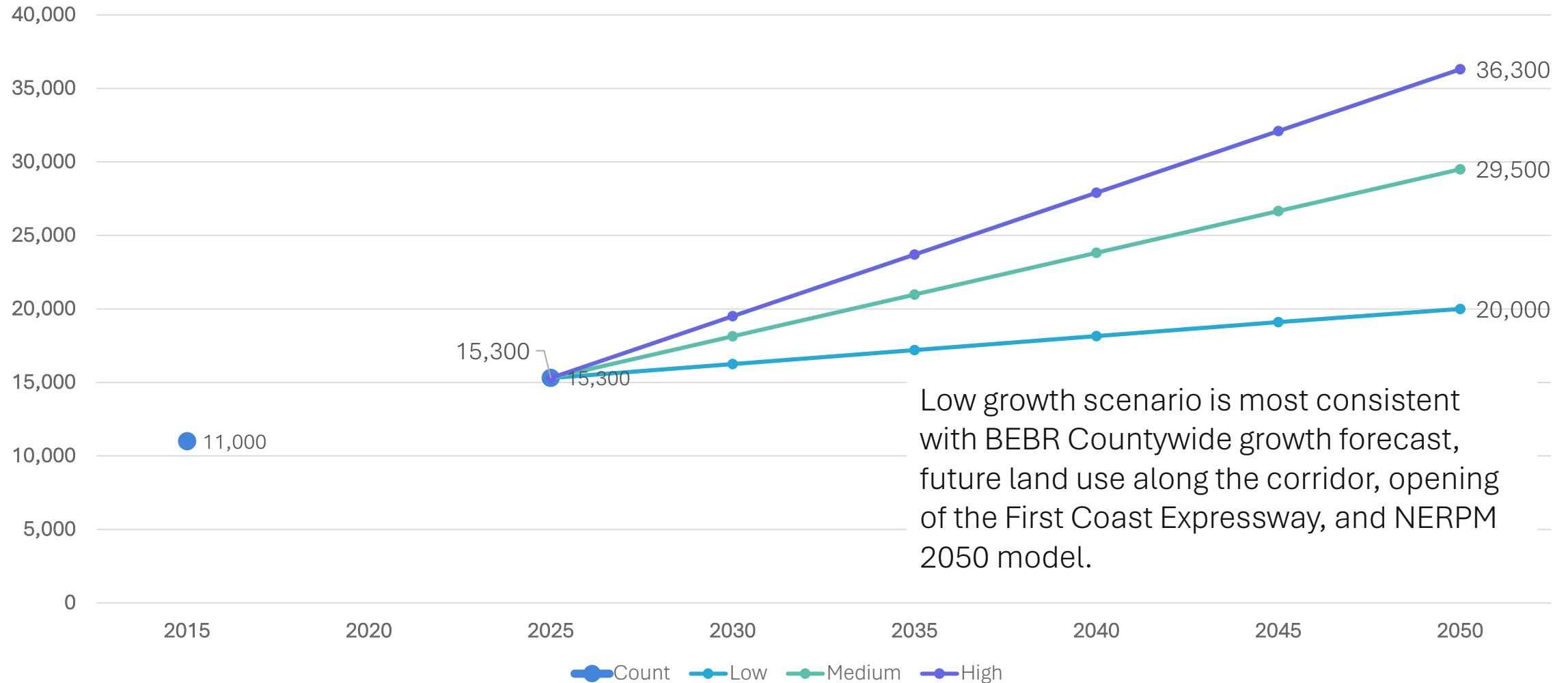
Jan 1, 2020- Dec 31, 2025

- 39% rear-end
- 20% dark not-lighted
- 17% off road
- 13% intersection-related
- 7% work zone related

Traffic

- Forecast to 2050
 - Population forecasts by BEBR at University of Florida
 - Traffic count trends and forecasts in prior projects
 - Land use
 - Northeast Regional Planning Model (NERPM) 2045 version
 - NERPM 2050 version
- High-Medium-Low growth scenarios

Growth Scenario (CR 315B to Watkins Road) Example



Traffic Forecasts and Level of Service (LOS)

Road	From	To	2050 AADT	Growth Rate (r)	Proposed Typical	LOS
Russell Road	CR 315B	Watkins Road	20,000	1.1%	2/3 Lane	D
Russell Road	Watkins Road	Oak Stream Drive	19,500	2.0%	2/3 Lane	D
Russell Road	Oak Stream Drive	Sandridge Road	20,000	1.1%	2/3 Lane	D
Russell Road	Sandridge Road	Block Island Parkway	20,000	2.1%	2/3 Lane	D
Russell Road	Block Island Parkway	Henley Road	20,000	4.6%	2/3 Lane	D
Sandridge Road	Mill Log Creek	Russell Road	12,300	1.8%	2-Lane	C
CR 315B	CR 315	Russell Road	7,800	1.8%	2-Lane	C
CR 315B	Russell Road	US-17	28,100	1.3%	4-Lane	C
Henley Road	First Coast Expressway	Russell Road	12,300	2.7%	2-Lane	C
Henley Road	Russell Road	CR 220	16,000		2-Lane	C

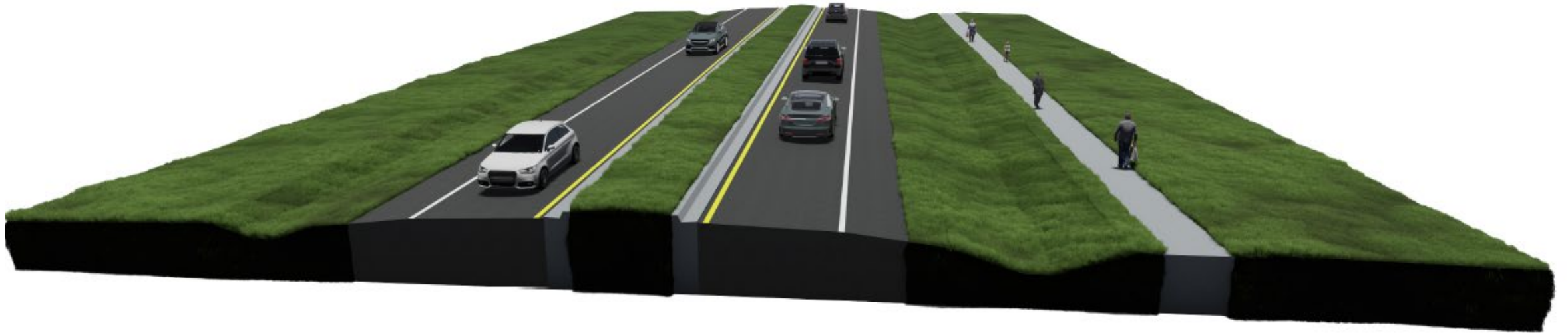
No. of Lanes	LOS C	LOS D	LOS E/F
2-Lane	17,600	20,200	**
3-Lane*	18,500	21,200	**
4-Lane Divided	30,900	33,600	**

Typical Section Analysis

Begin	End	AADT	EB Driveways	WB Driveways	Length (mi)	Driveways Per Mile EB	Driveways Per Mile WB	Driveways Per Mile Total
CR 315B	Watkins Road	20,000	11	3	0.89	12.4	3.4	15.7
Watkins Road	Oak Stream Drive	19,500	4	21	0.67	6.0	31.3	37.3
Oak Stream Drive	Sandridge Road	20,000	5	20	1.12	4.5	17.9	22.3
Sandridge Road	Block Island Parkway	20,000	6	15	0.99	6.1	15.2	21.2
Block Island Parkway	Henley Drive	20,000	29	41	3.00	9.7	13.7	23.3

- County's 2045 Comprehensive Plan recommends a three-lane section.
- Medians are recommended with driveway density is less than 12 per mile per direction and volume less than 17,500 AADT. (FHWA HRT-08-046)

Proposed Typical Section



2-Lane Divided Typical Section

Estimated Costs

No funding is currently planned or programmed for this project.



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County
Commissioners

DATE:

FROM: The Clerks Office

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

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

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

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/22/2026 - 4:25 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 28 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. 25/26-005, Tile Replacement - Clay County Jail to Town of Floors, LLC in the amount of \$168,198.00. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Sheriff - Countywide Fund - Building - Jail / Law Enforcement - Jail Showers and Plumbing - Building

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Request for Bids was issued with the intent to award to a qualified Contractor to replace the tile at the Clay County Jail. The Project shall include the removal of the existing tile and installation of new detention-grade, slip resistant tile in the designated dorm bathrooms and showers.

Substantial Completion shall be accomplished within one hundred sixty (160) days from Notice to Proceed. The Contractor shall achieve Final Completion of the Project no less than thirty (30) calendar days after the delivery of the Punch List by the County to the Contractor.

925 Suppliers were notified
29 Suppliers downloaded the Request for Bid
3 Bids were received
2 No Bids were received
8 Contractors attended the Mandatory Pre-Bid

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):
Yes

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

Funding Source:

Sheriff - Countrywide Fund - Building - Jail / Law Enforcement - Jail Showers and Plumbing - Buildings

Account No.:

FD1002 - CC1152 - PRJ100868 - SC562000

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

Planning Requirements:

Public Hearing Required (Yes/No):

Hearing Type:

Initiated By:

N/A

REVIEWERS:

Department Reviewer	Action	Date	Comments
Purchasing Streeper, Lisa	Approved	4/22/2026 - 4:24 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval to reject Bids received for Bid No. 25/26-055, Clay County Fairgrounds Hurricane Roof Repairs – Exhibit Hall 2 & Cattlemen’s Arena. The Bids received are over budget. Staff will immediately re-evaluate and re-advertise the Bid in an attempt to receive more competitive Bid submittals.

Funding Source:

FD1000 - CC1233 - 546100 - PRJ100893 - GR010201 / GR010202

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Request for Bids was issued with the intent to award to a qualified Contractor to complete hurricane-related roof repairs at Exhibit Hall 2 and the Cattlemen’s Arena located at the Clay County Fairgrounds. The Project shall restore the facilities to their pre-disaster design, function, and capacity following damage caused by Hurricane Debby. The Project will include the removal of damaged roofing materials, inspection and repair of structural components, and installation of new metal roofing, insulation, and related components to ensure the buildings are fully restored and watertight.

This Project is being supported, in whole or in part, by Agreement No. 2024/2025-42, between Clay County and the Federal Emergency Management Agency (FEMA).

1,215 Suppliers were notified
49 Suppliers downloaded the Request for Bid
6 Bids were received
16 Contractors attended the Mandatory Pre-Bid meeting

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

Funding Source:

General Fund - All Grants Organization - Repairs and Maintenance - FEMA PA - Fairgrounds / Exhibit Hall 2 / EMA PA - Fairgrounds / Cattleman's Arena

Account Number:

FD1000 - CC1233 - 546100 - PRJ100893 - GR010201 / GR010202

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

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

Hearing Type:

Initiated By:

N/A

REVIEWERS:

Department Reviewer	Action	Date	Comments
Purchasing Streeper, Lisa	Approved	4/22/2026 - 4:24 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 28 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. 25/26-062, Dirt Road Paving of Lakeview Street and Hilltop Street to Maloy Grading Corporation in the amount of \$749,446.03.
Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Road Improvements -Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Request for Bids was issued with the intent to award to a Contractor for the dirt road paving of Lakeview Street and Hilltop Street area in Keystone Heights. Work shall include paving of Lakeview Street, Hilltop Street and a section of SW Pecan Street.

Substantial Completion shall be accomplished within ninety (90) days from Notice to Proceed. The Contractor shall achieve Final Completion of the Project no less than thirty (30) calendar days after the delivery of the Punch List by the County to the Contractor.

1,196 Suppliers were notified
47 Suppliers downloaded the Request for Bid
6 Bids were received
1 No Bid was received
13 Contractors attended the Mandatory Pre-Bid meeting

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

Is Funding Required (Yes/No):
Yes

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

Funding Source:

Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Road Improvements -Infrastructure

Account No.:

FD3003 - CC1232 - PRJ100782 - SC563000

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

Planning Requirements:

Public Hearing Required (Yes/No):
No

Hearing Type:

Initiated By:

N/A

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/22/2026 - 4:25 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO:

DATE:

FROM:

SUBJECT:

Approval of the Second Amendment and Renewal to SHIP Grant Funding Agreement No. 2021/2022-182 with Mercy Support Services to: (1) renew the Agreement for the term of June 14, 2026 through June 13, 2027; and (2) amend the Agreement to revise the applicable Local Housing Assistance Plan Strategy from the Homeless Stabilization Program/Eviction Prevention/Rent Subsidies and Rapid Rehousing Strategy to the Special Needs Housing (Non-Profit) Strategy.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/22/2026 - 4:25 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County
Commissioners

DATE: 4/6/2026

FROM: Theresa
Sunner

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

BASCA - Loan in the amount of \$142,754.76 was made through the NSP Program with a 15 year forgiveness clause. The 15 years have since passed and BASCA has been released from its obligation.

KIRKMAN - Loan in the amount of \$9,000 was made through the SHIP Program. with a 5 year forgiveness clause. Ms. Kirkman passed away before the entire balance was forgiven. Payment has been received for the balance due. The homeowner is now released from its obligation.

OPERATION LIFELINE - Loan in the amount of \$75,000 was made through the Not-for-Profit Construction Strategy of the SHIP Program. This loan is eligible to be forgiven after completion of construction and a C.O. is issued. Those requirements have been met and the developer is release from its obligation.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Satisfaction of Mortgage for BASCA	Cover Memo	4/15/2026	Satisfaction_of_Mtg-BASCA-Tuscarora.ADA_aw.pdf
▢ Satisfaction for Kirkman	Cover Memo	4/15/2026	Satisfaction_of_Mtg-Kirkman_D.ADA_aw.pdf
▢ Satisfaction for Operation Lifeline	Cover Memo	4/15/2026	Satisfaction_of_Mtg-Op_Lifeline-Wensell__A.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
SHIP	Stewart, Chereese	Approved	4/6/2026 - 11:44 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/6/2026 - 1:08 PM	AnswerNotes

This instrument prepared by:
Clay County SHIP Program
Clay County, Florida

Return To:
Clay County SHIP Program
Administration Building, Third Floor
Green Cove Springs, Florida 32043

SATISFACTION OF MORTGAGE

This instrument is made and executed as of this 28th day of April, 2026, on behalf of **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (S.H.I.P. PROGRAM) ("Mortgagee") by which instrument the Mortgagee does intend, and by the execution hereof does evidence the full and complete satisfaction and release of that certain Mortgage, 23rd day of July, 2010 and executed and given by BASCA, Inc. which mortgage is recorded in Official Records Book 3227, Page 1293-1308, and Modified on December 12, 2011 recorded in Official Records Book 3461, Pages 2154-2155 of the public records of Clay County, Florida, encumbering the property described therein, in the amount of \$142,754.76. In consideration of receipt by the Mortgagee of payment in the amount of ten dollars and other valuable considerations, and by the execution of this instrument on behalf of the County, the Mortgage is hereby declared satisfied and released.

IN WITNESS WHEREOF, Clay County, a political subdivision of the State of Florida, (S.H.I.P. PROGRAM) has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS,
CLAY COUNTY, FLORIDA

BY:

Kristen Burke
Chairman

(OFFICIAL SEAL)

ATTEST:

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

This instrument prepared by:
Clay County SHIP
Clay County, Florida

Return To:
Clay County SHIP Program
Administration Building, Third Floor
Green Cove Springs, Florida 32043

SATISFACTION OF MORTGAGE

This instrument is made and executed as of this 28th day of April, 2026, on behalf of **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (S.H.I.P. PROGRAM) ("Mortgage") by which instrument the Mortgagee does intend, and by the execution hereof does evidence the full and complete satisfaction and release of that certain Mortgage, dated June 8, 2021, and executed and given by Debra Ann Kirkman which mortgage is recorded in Official Records Book 4473, Page 529 of the public records of Clay County, Florida, encumbering the property described therein, in the amount of \$9,000.00. In consideration of receipt by the Mortgagee of payment in full of the amount of the Mortgage, and by the execution of this instrument on behalf of the County, the Mortgage is hereby declared satisfied and released.

IN WITNESS WHEREOF, Clay County, a political subdivision of the State of Florida, (S.H.I.P. PROGRAM) has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS,

CLAY COUNTY, FLORIDA

BY:

Kristen Burke
Chairman

(OFFICIAL SEAL)

ATTEST:

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

This instrument prepared by:
Clay County SHIP Program
Clay County, Florida

Return To:
Clay County SHIP Program
Administration Building, Third Floor
Green Cove Springs, Florida 32043

SATISFACTION OF MORTGAGE

This instrument is made and executed as of this 28th day of April, 2026, on behalf of **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (S.H.I.P. PROGRAM) ("Mortgagee") by which instrument the Mortgagee does intend, and by the execution hereof does evidence the full and complete satisfaction and release of that certain Mortgage, 11th day of December, 2024 and executed and given by Operation Lifeline, Inc., which mortgage is recorded in Official Records Book 4885, Page 2059 of the public records of Clay County, Florida, encumbering the property described therein, in the amount of \$75,000.00. In consideration of receipt by the Mortgagee of payment in the amount of ten dollars and other valuable considerations, and by the execution of this instrument on behalf of the County, the Mortgage is hereby declared satisfied and released.

IN WITNESS WHEREOF, Clay County, a political subdivision of the State of Florida, (S.H.I.P. PROGRAM) has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS,
CLAY COUNTY, FLORIDA

BY:

Kristen Burke
Chairman

(OFFICIAL SEAL)

ATTEST:

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



Agenda Item
Clay County Board of County Commissioners

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

TO:

DATE:

FROM:

SUBJECT:

- A) TruePort and TrueScan Order and Lease Agreement related to Xonar Technology Inc. associated with the Courthouse Remodel Project. Two year lease agreement with a two year option to renew.
- B) Approval of advance payment.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/8/2026 - 1:32 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County
Commissioners

DATE: 4/9/2026

FROM: Courtney K.
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/22/2026 - 4:26 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of new Franchise Agreement for Container Service for a term commencing 5/1/2026 and continuing through 3/31/2031.

dba Dumpster Dudez of Greater Gainesville

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/22/2026 - 4:26 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO:

DATE:

FROM:

SUBJECT: Approval of new Franchise Agreement for Container Service for a term commencing 5/1/2026 and continuing through 3/31/2031.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/22/2026 - 4:26 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT: Approval of Work Order to the State Highway Lighting Maintenance and Compensation Agreement with Florida Department of Transportation (FDOT) for State FY 26/27. FDOT will pay the County a total lump sum amount of \$251,547.66 for providing maintenance and operation of lighting and/or lighting systems on the State Highway System that are within the County

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/22/2026 - 4:27 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County
Commissioners

DATE: 4/14/2026

FROM: Courtney K.
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/22/2026 - 4:27 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM: Purchasing Department

SUBJECT:

- (a) Approval of an Amended Resolution authorizing the lease of County-owned property, pursuant to Section 125.38, Florida Statutes, to Doing What We Dream, Inc., a not-for-profit corporation.
- (b) Approval of a First Amendment to the Lease Agreement with Doing What We Dream, Inc. for the lease of two buildings located at 3229 Bear Run Boulevard, Orange Park, to extend the rent-free period, with monthly rent in the amount of \$5,000 commencing on January 1, 2027.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Under original agreement the initial rent-free period was through March 31, 2026. Due to unforeseen delays and increased costs associated with the improvements, including architectural drawings and installation of a sprinkler system, the Lessee has requested an extension of the rent-free period through December 31, 2026. Additional improvement requirements were determined during the permitting process.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Resolution_ Lease of County Property AM1	Resolution Letter	4/9/2026	Resolution__Lease_of_County_Property_AM1.ADA_aw.pdf
LeaseBear_Run- Doing What We Dream AM1	Agreement/Contract	4/13/2026	Lease-Bear_Run-Doing_What_We_Dream_AM1_Final.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/22/2026 - 4:26 PM	Item Pushed to Agenda

RESOLUTION NO. 2024/2025-68 AM1

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2024/2025-68 TO EXTEND THE RENT-FREE PERIOD UNDER THE LEASE OF COUNTY-OWNED PROPERTY, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO DOING WHAT WE DREAM, INC., A NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recitals

WHEREAS, the Board of County Commissioners of Clay County, Florida (the “Board”) previously adopted Resolution No. 2024/2025-68 approving the lease of a portion of County-owned property located at 3229 Bear Run Boulevard, Orange Park, Florida 32065, identified as Parcel ID No. 28-04-25-008040-002-00, to Doing What We Dream, Inc. (the “Lessee”), as more particularly described therein (the “Premises”); and

WHEREAS, on September 23, 2025, Clay County and the Lessee entered into a Lease Agreement for an initial term commencing September 24, 2025 through September 30, 2030, with rent structured to include an initial rent-free period followed by graduated monthly rent payments; and

WHEREAS, the Board desires to amend the Resolution and corresponding Lease Agreement to extend the rent-free period and revise the commencement date for rent payments; and

WHEREAS, the Board continues to find that the lease of the Premises to the Lessee serves a public purpose or community interest consistent with Section 125.38, Florida Statutes, and approves the County’s continued lease of the Premises to the Lessee for the purpose, rent, and term set forth in the Lease Agreement, as amended.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Resolution No. 2024/2025-68 is hereby amended to revise the rent provisions of the Lease Agreement as follows: no rent shall be due prior to January 1, 2027, and monthly rent in the amount of \$5,000.00 shall commence on January 1, 2027, and continue for the remainder of the Lease term, as further provided in the Lease Agreement, as may be amended from time to time.

Section 3. Except as expressly amended herein, all other terms and conditions of

Resolution No. 2024/2025-68 shall remain in full force and effect.

Section 4. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 14th day of April, 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

Clay County Agreement/Contract No. 2024/2025-342 AM1

**FIRST AMENDMENT TO CLAY COUNTY LEASE AGREEMENT WITH
DOING WHAT WE DREAM, INC.**

This First Amendment to Clay County Lease Agreement (“First Amendment”) is entered into on this ____ day of April, 2026, between Clay County, a political subdivision of the State of Florida (the “County”) and Doing What We Dream, Inc., a Florida Not-For-Profit Corporation (“Lessee”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Lease.

RECITALS

WHEREAS, the Board of County Commissioners of Clay County, Florida (the “Board”) previously adopted Resolution No. 2024/2025-68 approving the lease of a portion of County-owned property located at 3229 Bear Run Boulevard, Orange Park, Florida 32065, identified as Parcel ID No. 28-04-25-008040-002-00, to the Lessee; and

WHEREAS, on September 23, 2025, the County and the Lessee entered into that certain Lease Agreement, Clay County Agreement/Contract No. 2024/2025-342 (“Lease”), attached hereto as Attachment A and incorporated herein by reference, for the lease of two buildings located on the north side of the Property at 3229 Bear Run Boulevard, Orange Park, Florida 32065, with building one consisting of approximately 5,656 square feet and building two consisting of approximately 3,488 square feet as further described in the Lease (the “Premises”); and

WHEREAS, the Lease term commenced on September 24, 2025 and continues through September 30, 2030, and includes an initial rent-free period through March 31, 2026 to allow the Lessee to complete improvements to the Premises; and

WHEREAS, due to unforeseen delays and increased costs associated with such improvements, including architectural drawings and installation of a sprinkler system, the Lessee has requested an extension of the rent-free period through December 31, 2026 to allow for completion of the improvements in advance of planned after-school and weekend programming for the 2026–2027 school year; and

WHEREAS, the Lease may only be modified or amended upon mutual written agreement of the parties; and

WHEREAS, the parties desire to amend the Lease to extend the rent-free period and revise the commencement date for rent payments.

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

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Amended Resolution. The Board has adopted an amended Resolution, attached hereto as Attachment 2 and incorporated herein by reference, revising the rent provisions of the Lease. Exhibit 1 to the Lease is hereby amended to include both Resolution No. 2024/2025-68 and Amended Resolution No. 2024/2025-68 AM1.

3. Rent Amendment. The Lease is hereby amended to extend the rent-free period through December 31, 2026 with rent payments commencing on January 1, 2027. Accordingly, Section 4(a) of the Lease is hereby amended and restated in its entirety as follows:

(a) Rent. No rent shall be due prior to January 1, 2027. Beginning January 1, 2027, and continuing for the remainder of the Lease term, Lessee shall pay to the County monthly rent in the amount of \$5,000.00, payable in advance on or before the fifth (5th) day of each month. Rent payments shall be made payable to the Clay County Board of County Commissioners and delivered to P.O. Box 988, Green Cove Springs, Florida 32043, Attn: Accounts Payable, or to such other address or person as the County may designate in writing or as set forth in the County's invoice. Lessee covenants to pay all rent without notice or demand and without set-off, abatement, deduction, or counterclaim, except as expressly provided in this Lease.

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

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

6. Severability. If any provision hereto is in conflict with any applicable law or statute or is otherwise unenforceable, then such provisions shall be deemed null and void to the extent of such conflict and shall be deemed severable, without invalidating any other provision of this First Amendment.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Lease as of the date and year first written above.

DOING WHAT WE DREAM, INC.

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\Leases\Lease-Bear Run\Lease-Bear Run-Doing What We Dream AM1.doc

ATTACHMENT A

CLAY COUNTY AGREEMENT/CONTRACT NO.: 2024/2025- 342

CLAY COUNTY LEASE AGREEMENT WITH DOING WHAT WE DREAM, INC.

This Lease Agreement (“Lease”) is entered into this 23 day of September, 2025 (“Effective Date”), between Clay County, a political subdivision of the State of Florida (the “County”) and Doing What We Dream, Inc., a Florida Not-For-Profit Corporation (“Lessee”).

RECITALS

WHEREAS, the County owns certain real property located at 3229 Bear Run Boulevard, Orange Park, Florida 32065, identified as Parcel ID No. 28-04-25-008040-002-00 (“the Property”), which includes improvements situated thereon; and

WHEREAS, the Lessee is a Florida not-for-profit corporation whose mission is to empower and inspire youth to pursue their dreams by providing educational opportunities, mentorship, and community engagement, thereby fostering personal and academic success; and

WHEREAS, the Lessee desires to use the Property for the purpose of providing youth mentorship, educational opportunities for students in VPK through 12th grade, and youth and teen confidence coaching, and has applied to the Clay County Board of County Commissioners (the “Board”) for a lease of a portion of the Property; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board adopted Resolution No. 2024/2025- 68 , a copy of which is attached hereto as *Exhibit 1* and incorporated herein by reference, approving the lease of a portion of the Property to the Lessee in accordance with the terms of this Lease; and

WHEREAS, the County and the Lessee desire to enter into this Lease to establish the terms and conditions of Lessee’s lease of the County-owned Property.

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.

(a) The recitals set forth above are hereby incorporated into this Lease by reference and form an integral part of this Lease.

2. Leased Premises.

(a) The County does hereby let, lease, and demise unto the Lessee the following described premises: two buildings located on the north side of the Property at 3229 Bear Run Boulevard, Orange Park, Florida 32065, with building one consisting of approximately 5,656 square feet and building two consisting of approximately 3,488 square feet (the “Premises”). The Premises

include the two buildings and the adjacent parking area located on the north portion of the Property, as depicted in *Exhibit 2* attached hereto and incorporated herein by reference. The Lessee shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. This Lease does not include, and Lessee shall have no rights to or access over, the third building and parking area located on the south portion of the Property.

3. Lease Term.

(a) The term of this Lease shall commence on September 24, 2025, and shall remain in effect through September 30, 2030, unless sooner terminated as provided herein. The County shall have the sole option to renew this Lease for additional terms, provided that the Lessee desires continued use of the Premises and the County determines, in its sole discretion, that renewal is in the County's best interest, and/or the Premises are not needed for County purposes. Any renewal shall be upon written agreement of the parties, and the Lessee acknowledges that rent may be increased for any renewal term.

4. Rent.

(a) Rent. During the Lease term, Lessee shall pay to the County monthly rent as follows: The first six and one-quarter (6.25) months of the Lease term shall be rent-free, with the first rental payment due on April 1, 2026. From April 1, 2026, through September 30, 2026, monthly rent shall be \$4,000.00. Beginning October 1, 2026, and continuing thereafter for the remainder of the Lease term, monthly rent shall be \$5,000.00. Rent shall be due and payable in advance, on or before the 5th day of each month during the Lease term. Rent payments shall be made payable to the Clay County Board of County Commissioners and delivered to P.O. Box 988, Green Cove Springs, Florida 32043, Attn: Accounts Payable, or to such other address or person as the County may designate in writing or as set forth in the County's invoice. Lessee covenants to pay all rent without notice or demand and without set-off, abatement, deduction, or counterclaim, except as expressly provided in this Lease.

(b) Sales Tax. The Lessee shall pay all applicable sales tax due on the rent paid to the County.

(c) Late Charge. If Lessee fails to pay monthly rent by the 10th day of the month in which it is due, Lessee shall pay to the County a late charge equal to 5% of the monthly rent. Such late charge shall be in addition to, and shall not limit or waive, any other rights or remedies available to the County under this Lease or at law. Any unpaid obligations of Lessee under this Lease, including without limitation rent, shall survive expiration or termination of the Lease.

5. Premises Use and Compliance.

(a) Compliance. Lessee shall abide by and comply with all terms and conditions of this Lease and with all applicable federal, state, and local laws, ordinances, rules, and regulations. Failure to do so shall constitute a default and may result in termination of this Lease by the County as provided herein.

(b) Permitted Use. The Premises shall be used by Lessee solely for the purposes of providing youth mentorship, education for students in VPK through 12th grade, youth and teen confidence coaching, and other related activities consistent with Lessee's mission. Use of the Premises for any other purpose shall constitute a default and may result in termination of this Lease by the County as provided herein.

(c) Prohibited Conduct. Lessee shall not commit or permit any waste or damage to the Premises; cause or permit any public or private nuisance; violate any applicable health, building, environmental, fire, zoning, governmental, or quasi-governmental laws or regulations; cause any increase in the County's insurance premiums or coverage requirements; or otherwise impair the appearance, structural integrity, value, marketability, operation, systems, or services of the Premises.

(d) Rules and Restrictions. Lessee shall enforce all posted ordinances, codes, and rules as adopted by the County. No alcoholic beverages shall be sold, served, or consumed on the Premises. Lessee shall not use or permit the Premises to be used in violation of any present or future laws, ordinances, codes, rules, or regulations of any public authority having jurisdiction.

(e) Business Operations. Lessee shall comply with all laws, codes, and requirements applicable to its business operations, including without limitation any requirements contained in recorded restrictive covenants, easements, or other documents of record affecting the Premises.

(f) County Representative. For purposes of this Lease, the County Representative shall be Caleb Risinger, Real Estate and Land Conservation Manager, or designee(s).

6. Surrender.

(a) Upon the expiration of the term or upon early termination of this Lease as provided herein, the Lessee shall vacate the Premises and remove therefrom all of its personal property, furnishings, and belongings, and shall peaceably surrender the Premises to the County in as good condition in all respects as it was originally tendered to the Lessee, reasonable wear and tear excepted, together with any erections, alterations, additions, fixtures, structures, installations, and/or improvements thereon which shall be deemed the County's property. If Lessee fails to timely vacate the Premises, as determined by the County, the County will take action to recover possession of the Premises.

7. Holdover by Lessee.

(a) Should Lessee remain in possession of the Premises with the consent of County after the natural expiration of this Lease, a new month-to-month tenancy shall be created between County and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either County or Lessee on the other party.

8. Default and Termination.

(a) Default. Upon discovery that the Premises are not being utilized or managed by the Lessee in accordance with the provisions of this Lease; that the Lessee has failed to provide

information required under this Lease or that any of the information provided by the Lessee is inaccurate; that the Lessee has failed to comply with the terms, conditions, and obligations of this Lease; that the Lessee has failed to make substantial progress toward completion of the improvements during the free rent period as set forth herein; that the Lessee has failed to make rent payments in accordance with the Lease; that the Lessee has failed to comply with applicable rules, laws and regulations; or whenever the Lessee ceases operation, dissolves its corporation, or otherwise no longer provides the services under the terms of this Lease, the County may consider the Lessee to be in default and may assert a default claim by giving the Lessee a written notice of default. Except for a default by the Lessee for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Lease which must be cured immediately or is otherwise subject to automatic termination for cause, the Lessee will have 15 days after receipt of the notice of default to either cure the default or, if the default is not curable within 15 days, provide a written cure plan to the County describing how and when the default will be cured. The Lessee will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Lease for cause.

(b) Termination For Cause by County. Upon the failure or inability of the Lessee to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Lease for cause immediately upon written notice of termination by the County Manager on behalf of the County to the Lessee.

(c) Termination For Convenience by Lessee. The Lease may be terminated by the Lessee, without cause for its convenience, upon sixty (60) days advanced written Notice of Termination by the Lessee to the County. The Notice of Termination must state the effective date of the termination.

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

(e) The provisions in this paragraph shall survive the expiration or termination of this Lease and shall apply notwithstanding any contrary provision.

9. Entry.

(a) The County and its agents shall have the right to enter the Premises at reasonable times to inspect the Premises, to make repairs or alterations the County deems reasonably necessary for the safety, maintenance, preservation, marketability, or restoration of the Premises, or to exhibit the Premises to prospective purchasers. In exercising such rights, the County shall use reasonable efforts to avoid undue interference with Lessee's business operations.

(b) Upon commencement of this Lease, Lessee shall provide the County with all keys, access codes, and/or lock combinations necessary to access the buildings on the Premises. Lessee shall not change, re-key, or remove any locks without the prior written consent of the County, and in such event, Lessee shall promptly provide the County with updated keys, codes, and/or combinations.

10. Alterations or Improvements.

(a) Non-Structural Alterations. The Lessee, at its sole expense, shall have the right from time to time to redecorate the Premises and to make non-structural alterations or changes as the Lessee deems necessary or desirable for its purposes; provided, however, that no such alterations or changes shall impair the structural integrity or reduce the value of the Premises.

(b) Structural Alterations.

1) Approval Required. The Lessee shall not make any structural alterations, changes, or improvements to the Premises without first obtaining the County's prior written approval. Such approval may be granted by the County Representative and/or the County Manager on behalf of the County. Written approval must be obtained before the Lessee applies for permits or begins any construction or improvement.

2) Free Rent Period Improvements. The Lessee shall, immediately upon execution of this Lease, submit to the County Representative (i) a written request identifying the improvements to be made by it to justify the free rent period, specifically including the fire sprinkler system in the modular building, replacement of broken windows in both buildings, replacement/cleaning of damaged flooring in both buildings, and interior painting in both buildings, as needed, and (ii) a detailed work schedule for completing such improvements. Upon the County Representative's written approval of the requested improvements and work schedule, the Lessee shall diligently commence and thereafter make continuous good faith substantial progress toward completion of the approved improvements. The Lessee shall provide written monthly progress reports to the County Representative regarding the status of the improvements, and the County shall have the right to inspect the Premises at any time to evaluate progress.

For purposes of this Section, "substantial progress" shall mean, at a minimum:

- i. that all necessary permits and approvals required to commence construction have been timely applied for and obtained; and
- ii. that, by no later than the midpoint of the free rent period, the Lessee can demonstrate substantial compliance with the approved work schedule for the improvements, as reasonably determined by the County. The Lessee shall at all times thereafter remain in compliance with the approved work schedule and shall diligently pursue completion of all improvements.

If the County reasonably determines, based on inspections, progress reports, or failure to meet these benchmarks, that substantial progress has not been made, the County may terminate this Lease upon written notice to the Lessee as provided herein.

3) Compliance and Costs. All alterations, changes, or improvements shall: (1) comply with all applicable laws, codes, and legal requirements; (2) be made at the Lessee's sole expense; and (3) be performed in accordance with good engineering and construction practices.

4) Permits and Authorizations. The Lessee shall, at its expense, obtain and maintain all certificates, permits, licenses, and other governmental authorizations necessary for construction and operation of the improvements.

5) **Contracts and Workmanship.** The Lessee shall negotiate, let, and supervise all contracts for services, labor, and materials relating to the improvements. All such contracts shall: (1) be at the Lessee's expense; (2) require the contractor to guarantee workmanship and materials for at least one year after completion; and (3) require performance in a good and workmanlike manner.

6) **Insurance and County Oversight.** The Lessee shall ensure that all construction or improvements are properly insured against casualty and liability losses during construction. The County may impose reasonable requirements relating to such work, including, but not limited to, review of plans, insurance, indemnity, bonding, lien waivers, and construction staging and scheduling.

7) **Completion and Occupancy.** Upon completion, the Lessee shall obtain, at its expense, all occupancy permits and other licenses required for use and operation of the improvements and shall keep them in effect.

8) **Responsibility and County Disclaimer.** The Lessee shall be solely responsible for all aspects of the construction of improvements and for payment of all related costs and expenses. The County shall have no duty to investigate or verify the Lessee's compliance, nor shall the County bear any responsibility for payment of improvements, alterations, or repairs made by the Lessee.

9) **Liens.** The Lessee shall keep the Premises free and clear of all liens. If the Lessee fails to remove any lien within fourteen (14) days after notice from the County, the County may do so and the Lessee shall indemnify and hold the County harmless from all costs and expenses (including attorney's fees) incurred in removal. Such costs shall be billed monthly and paid by the Lessee as additional rent with the next month's rental payment.

(c) **Ownership of Improvements.** Except for the Lessee's personal property and movable trade fixtures installed at the Lessee's sole expense, all structures, alterations, additions, fixtures, improvements, and installations (whether temporary or permanent) shall be deemed property of the County and shall remain with the Premises upon expiration or earlier termination of this Lease, without compensation to the Lessee.

11. Signage.

(a) The Lessee shall not place any signage or any other type of visual graphic or display on the exterior of the Premises without the prior written approval of the County. Such approval may be obtained from the County Representative and/or County Manager on behalf of the County. If signage is approved, it must be professionally presented in appearance and shall be provided at the Lessee's expense. The County reserves the right to request the removal of any signage it deems inappropriate or disruptive to the Premises. All signage shall comply with all applicable laws, ordinances, codes, and regulations.

12. Maintenance, Repair, and Upkeep.

(a) **Condition of Premises.** Lessee acknowledges that it has had the opportunity to inspect the Premises and accepts the Premises in their current “AS-IS” condition, without any representations or warranties, express or implied, by the County as to the condition, suitability, or fitness of the Premises for Lessee’s intended use.

(b) **General Obligation.** Lessee shall, at its sole expense, keep and maintain the Premises—including the two buildings, the north parking area, and the surrounding grounds—in good, clean, and sanitary condition throughout the Lease term, ordinary wear and tear excepted.

(c) **Repairs; Maintenance.**

1) **Lessee’s Responsibility.** Lessee, at its sole cost and expense, shall maintain and keep in good order, condition, and repair the non-structural interior portions of the Premises, including, but not limited to: cosmetic repairs, changing the filters for the HVAC units that serve the Premises, interior walls, interior painting, partitions, ceilings, windows (including glass and window coverings), interior doors and locks, floor coverings, lighting fixtures and bulbs/ballasts, cabinetry, shelving, hardware, interior plumbing fixtures and appliances located within the Premises, and any trade fixtures, equipment, or improvements installed by or for Lessee.

2) **County Responsibility.** Lessee shall not be responsible for the repair or replacement of any structural components of the buildings (including the foundation, roof, load-bearing walls, columns, and floor slabs), nor for the repair or replacement of building systems serving the Premises (including central HVAC, main plumbing lines, electrical risers, fire/life safety systems, elevators, and annual maintenance inspection and servicing of any fire extinguisher), which shall remain the responsibility of the County; provided, however, that Lessee shall be responsible for any damage to such systems or structures caused by the negligence or willful misconduct of Lessee, its employees, contractors, or invitees. Lessee shall promptly, and in any event within 5 calendar days of discovery, notify the County Representative in writing of any major maintenance or repair needs relating to structural components or building systems.

(d) **Cleaning and Janitorial.** The Lessee shall be solely responsible for routine cleaning and janitorial services within the Premises, including the replacement of consumables (such as restroom supplies).

(e) **Termite and Pest Control.** The Lessee shall be solely responsible for providing termite and pest control at the Premises. Such services will include the prevention, treatment, and remediation of infestations.

(f) **Lawn Care and Maintenance.** The Lessee shall be solely responsible for yard and grounds maintenance at the Premises, including, but not limited to, mowing, edging, trimming, weeding, and blowing.

(g) **Damage to Premises.** Lessee shall be responsible for all damage to the Premises sustained during its use or occupancy. Lessee shall promptly repair, replace, or otherwise make

good any such loss or damage at its sole cost and expense, whether such loss or damage results from the acts or omissions (negligent or otherwise) of Lessee, its employees, contractors, invitees, or guests. Lessee shall immediately notify the County of any such loss or damage.

13. Disposal Services.

(a) The Lessee shall be responsible for and shall bear all costs associated with the collection and disposal of garbage on the Premises. The Lessee shall also be solely responsible, at its own expense, for the handling and disposal of any hazardous waste, which must be removed in compliance with all applicable federal, state, and local laws and ordinances.

14. Utilities.

(a) The Lessee shall be solely responsible for establishing and maintaining all utility services for the Premises in the Lessee's name and shall pay when due all utility costs, including, but not limited to, water, sewer, electricity, gas, fuel, oil, internet, telephone, and cable television, during the term of this Lease.

15. Assignment/Sublease.

(a) Lessee may not sell, assign, mortgage, or otherwise transfer this Lease, or sublease or rent any part of the Premises, without the County's prior written approval. The County may approve or deny such request in its sole discretion. Any assignment, transfer, or subletting without the County's prior written consent shall be void and, at the option of the County, shall constitute a default and may result in termination of this Lease as provided herein.

16. Radon Gas.

(a) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Clay County Health Department.

17. Quiet Enjoyment.

(a) So long as Lessee fully performs all of its covenants, agreements, and obligations under this Lease, Lessee shall peaceably and quietly have, hold, and enjoy the Premises during the Lease term, without interference from the County or from anyone lawfully claiming by, through, or under the County, subject, however, to the terms and conditions of this Lease and to any and all matters of record, applicable laws, ordinances, and governmental regulations.

18. Eminent Domain.

(a) If all or a substantial portion of the Premises, the buildings, or the land on which the buildings are located is acquired through eminent domain (or by conveyance in lieu thereof), this Lease shall automatically terminate as of the date title vests in the condemning authority. If less

than a substantial portion of the Premises, the buildings, or the land is so taken, either party may elect to terminate this Lease or, in the alternative, continue this Lease provided that the County restores the Premises to the extent reasonably practicable under the circumstances.

19. Non-Profit/Charitable Organization Status.

(a) The Lessee must at all times during the term of this Lease be registered and in good standing with the Department of State, Division of Corporations as a Florida Not-For-Profit Corporation and be eligible to receive tax-deductible charitable contributions as an exempt non-profit organization under Section 501(c)(3) of the Internal Revenue Code. Upon County's request, Lessee shall provide to the County a copy of its annual certificate of active status as a Florida Not-For-Profit Corporation and a copy of its certification as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

20. Finances.

(a) Within 30 days of the execution of this Lease, the Lessee must provide a copy of its most recently filed IRS Form 990 to the County's Purchasing Department. For each year thereafter during the term or any renewal term of this Lease, the Lessee must provide to the County's Purchasing Department a copy of its annual IRS Form 990 within 10 days after the date upon which it is due to the IRS. If the Lessee files for an extension with the IRS, a copy of the extension approval letter must be provided to the County's Purchasing Department within 10 days of receipt.

21. Insurance.

(a) The Lessee understands and agrees that it will be solely responsible for insuring all personal property located in and around the Premises, including, but not limited to, the contents, supplies, and equipment. The total cost for the repair or replacement of personal property located in the building and any other personal property of the Lessee located on the property at the Premises shall be borne solely by the Lessee.

(b) The Lessee shall maintain throughout the term of this Lease (and any renewal or extension thereto) insurance of the following types and with such terms and limits:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy (including premises operations and contractual liability) 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)

Workers' Compensation and Employer's Liability

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

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 Lease.

Umbrella/Excess Insurance

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

(c) Lessee has represented to the County that it does not presently own any vehicles and does not use vehicles in the operation of its business. In the event Lessee acquires a vehicle or begins using vehicles in the operation of its business, Lessee shall obtain and maintain throughout the term of this Lease (and any renewal or extension thereof) business automobile liability insurance as set forth below.

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 Lessee does not own vehicles, the Lessee shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

(d) Providing and maintaining adequate insurance coverage is a material obligation of the Lessee. Upon execution of the Lease, the Lessee must deliver valid certificates of insurance for the required insurance coverage to the County’s Purchasing Department.

(e) 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 Lease or prior. The Lease contract/agreement number and/or other identifying reference must be listed on the certificates of insurance.

(f) 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.

(g) 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 Lessee 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 Lease term goes beyond the expiration date of any insurance policy, the Lessee 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 Lease until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Lessee agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(h) 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 Lease.

22. Indemnification and Release.

(a) Nothing in this Lease, nor any use or occupancy of the Premises by Lessee, shall be construed to render the County, or any of its commissioners, officers, employees, agents, or representatives, liable for any loss of or damage to Lessee’s personal property. In addition, the County shall not be liable for, and expressly disclaims responsibility for, any personal injury, death, or harm to any person, or any damage arising out of or related to the activities, operations, services, or use of the Premises by Lessee or its volunteers, employees, agents, contractors, guests, invitees, or visitors.

(b) The Lessee does hereby remise, release, and forever discharge Clay County and its elected officials, directors, officers, employees, representatives, agents, boards and commissions (collectively the “Indemnitees”), and agrees to indemnify and defend the Indemnitees for and hold them harmless 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 or loss of property, loss of monies, exposure to communicable disease, death, or other loss, arising out of, by reason of, or in any manner connected with or related to Lessee’s services, operations, activities and/or use or occupancy of the Premises, including any surrounding lands, parking structures, parking areas, roads, and appurtenant facilities, or those of its volunteers, employees, agents, contractors, invitees, or guests.

(c) The Lessee fully, clearly, and unequivocally understands and agrees that the release and indemnification obligations set forth herein expressly extend to, and include, any claims, damages, or losses arising out of or resulting from the partial or sole negligence, wrongful acts,

or omissions of the County, or from any defective condition in the Premises, buildings, surrounding lands, parking structures, parking areas, roads, or related facilities.

(d) The parties intend that this release, indemnification, and hold harmless provision be construed as broadly and inclusively as permitted by the laws of the State of Florida. If any provision is determined to be invalid, unenforceable, or void, such determination shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

(e) The provisions in this paragraph shall survive the termination or expiration of this Lease.

23. Sovereign Immunity.

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

24. Non-Discrimination.

(a) The Lessee shall not discriminate against any person or preclude participation in activities or events conducted at the Premises because of race, color, sex, religion, handicap, disability, age, or national origin.

25. Notice.

(a) All notices given under this Lease (excluding day-to-day communication in the administration and management of this Lease 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 Lessee:

Doing What We Dream, Inc.
3229 Bear Run Blvd.
Orange Park, FL 32065
Attn: Larry A. Beaufort Jr.

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Caleb Risinger, Real Estate
Acquisition Manager
Copy to: Howard Wanamaker, County Manager

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

26. Public Records.

(a) The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Lease shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party. The Lessee shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Lease. A request to inspect or copy public records relating to the Lease must be made directly to the County.

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

27. Audit.

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

28. Taxes.

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Lease to the contrary notwithstanding.

29. Amendment or Modification.

(a) The Lease may only be modified or amended upon mutual written agreement of the County and the Lessee. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Lease terms shall be valid or binding against the County.

30. Further Assurances.

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

31. Remedies.

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

32. Governing Law and Venue.

(a) The Lease 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 Lease lies in Clay County, Florida.

33. Attorneys' Fees.

(a) In the event either party retains legal counsel to enforce or interpret any provision of this Lease, or to assert or defend against any claim arising out of this Lease, 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.

34. Independent Contractor.

(a) Each party will perform its duties under this Lease as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Lease will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(b) The Lessee shall be responsible for all costs of its own personnel, staff, and/or volunteers including any applicable pay, benefits, support, and travel. The Lessee shall also be responsible for the supervision and management of its own personnel, staff, and/or volunteers.

35. No Third Party Beneficiaries.

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

36. Waiver.

(a) No waiver by either party of any term or condition of this Lease 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 Lease.

37. Severability.

(a) If any provision of this Lease 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 Lease, and this Lease shall be enforced as if such invalid and unenforceable provision had not been contained herein.

38. Attachments.

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

39. Entire Agreement.

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

40. Counterparts.

(a) This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

41. Authority.

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Lease 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 Lease on behalf of such party and that the Lease will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth in the introductory paragraph.

DOING WHAT WE DREAM, INC.

By: Larry A. Beaufort Jr.

Print Name: Larry A. Beaufort Jr.

Print Title: Founder / CEO

CLAY COUNTY, a political subdivision of the State of Florida

By: Betsy Cordon
Betsy Cordon
Its Chairman

ATTEST:

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

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EXHIBIT 1 RESOLUTION

RESOLUTION NO. 2024/2025- 68

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE LEASE OF COUNTY-OWNED PROPERTY, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO DOING WHAT WE DREAM, INC., A NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recitals

WHEREAS, Clay County (the “County”) owns certain real property located at 3229 Bear Run Boulevard, Orange Park, Florida 32065, identified as Parcel ID No. 28-04-25-008040-002-00 (“the Property”), which includes improvements situated thereon; and

WHEREAS, Doing What We Dream, Inc. (the “Lessee”) is a Florida not-for-profit corporation whose mission is to empower and inspire youth to pursue their dreams by providing educational opportunities, mentorship, and community engagement, thereby fostering personal and academic success; and

WHEREAS, the Lessee desires to use a portion of the Property, consisting of two buildings and the adjacent parking area located on the north side of the Property (the “Premises”), for the purpose of providing youth mentorship, educational opportunities for students in VPK through 12th grade, youth and teen confidence coaching, and other related activities consistent with its mission; and

WHEREAS, the Lessee has applied to the Board of County Commissioners of Clay County, Florida (the “Board”) for a lease of the Premises; and

WHEREAS, the County wishes to lease the Premises to the Lessee for an initial term commencing on September 24, 2025 and continuing through September 30, 2030, with the option to renew, in consideration of rent payable as follows: no rent shall be due for the first six and one-quarter (6.25) months of the Lease term; thereafter, rent shall be \$4,000.00 per month from April 1, 2026, through September 30, 2026, and \$5,000.00 per month beginning October 1, 2026, and continuing for the remainder of the Lease term, all as further provided in the Lease Agreement; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board finds that the Premises are to be used by the Lessee for the nonprofit purposes set forth herein in furtherance of its mission, that such use will promote the public interest and community welfare, that the Premises are not otherwise needed for County purposes, and that the purpose, rent, and term of the Lease are set forth herein.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. In accordance with Section 125.38, Florida Statutes, the Board hereby approves the County's entry into a Lease Agreement with the Lessee for the Premises described herein, for the purpose, rent, and term set forth above.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 23rd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: Betsy Condon
Betsy Condon, Its Chairman

ATTEST:

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

EXHIBIT 2

MAP

EXHIBIT 2

Portion of the Property being leased is outlined in yellow and two buildings identified below.



ATTACHMENT B

RESOLUTION NO. 2024/2025-68 AM1

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2024/2025-68 TO EXTEND THE RENT-FREE PERIOD UNDER THE LEASE OF COUNTY-OWNED PROPERTY, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO DOING WHAT WE DREAM, INC., A NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recitals

WHEREAS, the Board of County Commissioners of Clay County, Florida (the “Board”) previously adopted Resolution No. 2024/2025-68 approving the lease of a portion of County-owned property located at 3229 Bear Run Boulevard, Orange Park, Florida 32065, identified as Parcel ID No. 28-04-25-008040-002-00, to Doing What We Dream, Inc. (the “Lessee”), as more particularly described therein (the “Premises”); and

WHEREAS, on September 23, 2025, Clay County and the Lessee entered into a Lease Agreement for an initial term commencing September 24, 2025 through September 30, 2030, with rent structured to include an initial rent-free period followed by graduated monthly rent payments; and

WHEREAS, the Board desires to amend the Resolution and corresponding Lease Agreement to extend the rent-free period and revise the commencement date for rent payments; and

WHEREAS, the Board continues to find that the lease of the Premises to the Lessee serves a public purpose or community interest consistent with Section 125.38, Florida Statutes, and approves the County’s continued lease of the Premises to the Lessee for the purpose, rent, and term set forth in the Lease Agreement, as amended.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Resolution No. 2024/2025-68 is hereby amended to revise the rent provisions of the Lease Agreement as follows: no rent shall be due prior to January 1, 2027, and monthly rent in the amount of \$5,000.00 shall commence on January 1, 2027, and continue for the remainder of the Lease term, as further provided in the Lease Agreement, as may be amended from time to time.

Section 3. Except as expressly amended herein, all other terms and conditions of

Resolution No. 2024/2025-68 shall remain in full force and effect.

Section 4. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 14th day of April, 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



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County
Commissioners

DATE: 4/15/2026

FROM: Tonya George

SUBJECT:

Case No. CE-25-048, 32 Foxtail Avenue, Middleburg, Florida
Estate of Clyde Daniel Sousley, property owner

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department Code	Reviewer	Action	Date	Comments
Enforcement	Stewart, Chereese	Approved	4/15/2026 - 1:54 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/15/2026 - 4:57 PM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County
Commissioners

DATE: 4/15/2026

FROM: Courtney K.
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

Kelli Grove, Ltd. is constructing a ninety (90) unit apartment housing development. The Housing Finance Authority of Clay County, Florida and Clay County entered into an Interlocal on July 22, 2025 in connection with this project, whereby the HFA shall provide to the County the County's contribution for the Project in the amount of \$340,000. The County's contribution to Kelli Grove, Ltd. will be evidenced by a Promissory Note in the principal amount of \$340,000.00 and secured by a Mortgage and Security Agreement from Kelli Grove, Ltd. to Clay County, conveying the real property as collateral for the loan. In accordance with the Interlocal, the Mortgage is to be assigned by the County to the Housing Finance Authority pursuant to an Assignment of Mortgage.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Assignment of Mortgage- Kelli Grove	Agreement/Contract	4/21/2026	Assignment_of Mortgage - County Loan - _Kelli_Grove(13617771.3).ADA_aw.pdf
Interlocal Agreement 2024-2025-278-Kelli Grove	Backup Material	4/21/2026	2024-2025-278_FHFC_Interlocal - _Kelli_Grove_BCC#9A_signed.ADA_aw.pdf

- Mortgage- Backup Material 4/21/2026 Mortgage - County Loan -
Kelli Grove _Kelli_Grove(13617738.4).ADA_aw.pdf
- Note-Kelli Backup Material 4/21/2026 Note - County Loan -
Grove _Kelli_Grove(13617759.3).ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/22/2026 - 4:27 PM	Item Pushed to Agenda

This Instrument Prepared By:
Richard C. Komando
Bradley & Komando
1845 East West Parkway, Suite 6
Fleming Island, Florida 32003

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ASSIGNMENT OF MORTGAGE

FOR VALUE ACKNOWLEDGED AND RECEIVED, and pursuant to Chapter 701, Florida Statutes, Clay County, Florida, (hereinafter "County") through the Board of County Commissioners hereby grants, assigns and transfers to the Housing Finance Authority of Clay County, Florida, (hereinafter "HFA") whose mailing address is: Post Office Box 1620, Orange Park, Florida 32067-1620, all of County's right, title and interest in, to and under a certain Mortgage and Security Agreement dated of even date herewith, and executed by Kelli Grove, Ltd., 1649 Atlantic Boulevard, Jacksonville, Florida 32207, as Mortgagor, to Clay County, a political subdivision of the State of Florida, whose mailing address is: P.O. Box 1366, 477 Houston Street, 4th Floor, Green Cove Springs, Florida 32043, as Mortgagee, and recorded concurrently herewith in the Official Records in Office of the Clerk of Circuit Court in and for Clay County, Florida, describing said land therein as:

PARCEL 1:

A parcel of land situated in the Southwest 1/4 of Section 23, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4; thence on the North line thereof, South 89 degrees 57 minutes 58 seconds East, 1325.14 feet to the East line of the West 1/2 of said Southwest 1/4; thence on said East line, South 01 degree 45 minutes 42 seconds West, 328.60 feet; thence North 89 degrees 58 minutes 50 seconds West, 396.29 feet to the point of beginning; thence South 01 degree 45 minutes 42 seconds West, 593.55 feet to the North line of County Road No. 739-B; thence on said North line, North 89 degrees 25 minutes 43 seconds West, 546.93 feet to the East line of State Road No. 23; thence on said East line, North 02 degrees 30 minutes 54 seconds East, 588.57 feet; thence South 89 degrees 58 minutes 50 seconds East, 539.32 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the Southwest 1/4 of Section 23, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northwest corner of said Southwest 1/4; thence on the north line thereof, South 89 degrees 57 minutes 58 seconds East, 1325.14 feet to the east line of the West 1/2 of said Southwest 1/4; thence on said east line, South 01 degree 45 minutes 42 seconds West,

919.17 feet to the north line of County Road No. 739-B; thence westerly, on said north line and along the arc of a curve concave northerly and having a radius of 1392.39 feet, an arc distance of 30.18 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 85 degrees 29 minutes 31 seconds West, 30.18 feet; thence continue westerly along said arc of curve an arc distance of 108.35 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 20 minutes 32 seconds West, 108.32 feet; thence continue on said north line of County Road No. 739-B, North 89 degrees 25 minutes 43 seconds West, 258.03 feet; thence North 01 degree 45 minutes 42 seconds East, 238.37 feet; thence South 89 degrees 25 minutes 43 seconds East, 366.19 feet; thence South 01 degree 45 minutes 42 seconds West, 234.16 feet to the point of beginning.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage. The original principal amount due under this note(s) is: **Three Hundred Forty Thousand Dollars and no cents (\$340,000.00).**

[Signature on Following Page]

IN WITNESS WHEREOF, This Assignment of Mortgage is executed and acknowledged as of the ___ day of _____, 2026, as follows:

**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

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Richard Komando, Esq.
Bradley & Komando
1845 East West Parkway, Suite 6
Fleming Island, Florida 32003

MORTGAGE AND SECURITY AGREEMENT

NOTE TO RECORDER: This mortgage is given to secure the financing of housing under Part V of Chapter 420 of the Florida Statutes and is exempt from taxation pursuant to Section 420.513 Florida Statutes.

THIS MORTGAGE (the "Mortgage") made as of [May __, 2026], between KELLI GROVE, LTD., a Florida limited partnership, 1649 Atlantic Boulevard, Jacksonville, FL 32207 and hereinafter referred to as the Mortgagor, and CLAY COUNTY, political subdivision of the State of Florida (the "County"), by and through its Board of County Commissioners, whose mailing address is P.O. Box 1366, 477 Houston Street, 4th Floor, Green Cove Springs, FL 32043, hereinafter referred to as Mortgagee.

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of **THREE HUNDRED FORTY THOUSAND and NO/100 DOLLARS (\$340,000.00)** evidenced by that certain Mortgage Note of even date herewith (the "Mortgage Note"); and

WHEREAS, this Mortgage shall secure the performance of the covenants contained in the Mortgage Note together with certain other covenants herein described and contained.

NOW, THEREFORE, the Mortgagor, in consideration of the indebtedness created under the Mortgage Note and for other good and valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the Mortgagee, its legal representatives, heirs, successors and assigns, the land of which the Mortgagor is now seized and possessed and in actual Possession, situate in the County of Clay, State of Florida, described as follows, to-wit:

PARCEL 1:

A parcel of land situated in the Southwest 1/4 of Section 23, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4; thence on the North line thereof, South 89 degrees 57 minutes 58 seconds East, 1325.14 feet to the East line of the West 1/2 of said Southwest 1/4; thence on said East line, South 01 degree 45 minutes 42 seconds

West, 328.60 feet; thence North 89 degrees 58 minutes 50 seconds West, 396.29 feet to the point of beginning; thence South 01 degree 45 minutes 42 seconds West, 593.55 feet to the North line of County Road No. 739-B; thence on said North line, North 89 degrees 25 minutes 43 seconds West, 546.93 feet to the East line of State Road No. 23; thence on said East line, North 02 degrees 30 minutes 54 seconds East, 588.57 feet; thence South 89 degrees 58 minutes 50 seconds East, 539.32 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the Southwest 1/4 of Section 23, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northwest corner of said Southwest 1/4; thence on the north line thereof, South 89 degrees 57 minutes 58 seconds East, 1325.14 feet to the east line of the West 1/2 of said Southwest 1/4; thence on said east line, South 01 degree 45 minutes 42 seconds West, 919.17 feet to the north line of County Road No. 739-B; thence westerly, on said north line and along the arc of a curve concave northerly and having a radius of 1392.39 feet, an arc distance of 30.18 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 85 degrees 29 minutes 31 seconds West, 30.18 feet; thence continue westerly along said arc of curve an arc distance of 108.35 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 20 minutes 32 seconds West, 108.32 feet; thence continue on said north line of County Road No. 739-B, North 89 degrees 25 minutes 43 seconds West, 258.03 feet; thence North 01 degree 45 minutes 42 seconds East, 238.37 feet; thence South 89 degrees 25 minutes 43 seconds East, 366.19 feet; thence South 01 degree 45 minutes 42 seconds West, 234.16 feet to the point of beginning.

TOGETHER with all buildings, structures, and other improvements now or hereafter located on said real property, or any part thereof; and

TOGETHER with all rights-of-way, streets, alleys, passages, riparian and littoral rights, waters, water courses, sewer rights, and appurtenances thereunto belonging or in anyway appertaining including all rights of ingress and egress to and from said real property across any adjoining property (whether such rights now exist or subsequently arise), together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and

TOGETHER with all furniture, furnishings, machinery, apparatus, equipment, fittings, and fixtures, whether actually or constructively attached to said property, and all building materials of every kind and nature, and all trade, domestic, and ornamental fixtures including, but without limiting the generality of the foregoing: all, lighting, incinerating, and power equipment; all engines, compressors, pipes, piping, pumps, tanks, curbs, gutters and materials related thereto; all of the foregoing shall be deemed to be fixtures and shall be part of the security for the indebtedness herein mentioned and are transferred and conveyed by this Mortgage; and

TOGETHER with all rents, issues and profits arising from the abovedescribed real property and the Mortgagor's interest as lessor in and to all leases of the said real property, or any

part thereof, heretofore made and entered into, and in and to all such leases hereafter made and entered into during the life of this Mortgage or any extension or renewal hereof, reserving to the Mortgagor the right to collect and retain all rents, issues and profits to the extent herein permitted so long as the Mortgagor is not in default hereunder; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right to eminent domain, (b) the alteration of grade of any street, or (c) any other injury to, taking of, or decrease in the value of any of the above-described property.

ALL the foregoing property, interests and rights encumbered by this Mortgage being collectively referred to herein as the "Premises".

TO HAVE AND TO HOLD the same, together with all the estate right, title, interest, possession, claim, and demand whatsoever in law and in equity of the Mortgagor in and to the same and every part thereof, unto the Mortgagee, and the Mortgagee's legal representatives, heirs, successors and assigns, in fee simple, forever.

And the Mortgagor hereby covenants with the Mortgagee and with any purchaser at foreclosure sale hereunder that the Mortgagor is indefeasibly seized of the Premises in fee simple; that the Mortgagor has full power, lawful right, and authority to convey the Premises in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times hereafter peaceably and quietly to enter upon, hold, occupy, and enjoy the Premises and every part thereof subject to the rights of tenants and/or the laws of the State of Florida; and that the Premises are free and clear of all liens and encumbrances except for those liens and encumbrances of record and the lien of ad valorem real property taxes not yet due and payable.

And the Mortgagor further covenant and agrees to make such other and further assurance to perfect the fee simple title to the Premises in the Mortgagee, or in any purchaser at foreclosure sale hereunder, as may hereafter be required by the Mortgagee.

This Mortgage shall secure payment of all sums of principal and interest and all other sums which become due and payable upon the Mortgage Note, whether the entire amount has been advanced to, or on behalf of, the Mortgagor at the date hereof or is to be advanced at a later date, and shall secure any and all other sums; indebtedness, obligations, and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagor to the Mortgagee, or to the holder of the Mortgage Note or the assignee thereof arising under the Mortgage Note, under this Mortgage, or under any other instrument, obligation, contract, or agreement given to secure the indebtedness evidenced by the Mortgage Note and Mortgage, and any and all renewals, modifications, or extensions of any of the foregoing.

PROVIDED ALWAYS and these presents are upon the express condition that if the Mortgagor shall pay to the Mortgagee the entire indebtedness evidenced by the Mortgage Note and all renewals, modifications, and extensions thereof, with interest thereon, and such other note or notes as may be given upon the security of this Mortgage and all renewals, modifications, or extensions thereto and when therein respectively provided, and shall promptly and fully perform,

and execute and complete each and every covenant, agreement, obligation, condition and stipulation contained in this Mortgage or contained in any other instrument given to secure the indebtedness and undertakings secured hereby, then this Mortgage and the estate hereby created shall cease and be null and void; otherwise the same shall remain in full force and effect.

AND the Mortgagor does hereby covenant and agree to and with the Mortgagee:

1. PERFORMANCE AND PAYMENT. To perform, observe and comply with all provisions of the Mortgage Note and of the Mortgage, and to pay all and singular the principal, interest, and other sums of money payable by virtue of the Mortgage Note and to pay all other sums secured hereby promptly on the days respectively the same severally become due, whether in due course or upon acceleration.

2. TAXES. To pay within thirty (30) days after the same become payable, and without requiring any notice from the Mortgagee, all and singular the taxes, assessments (general or special), and tax related levies, liabilities, obligations, judgment, rents, charges, statutory and common law liens, decrees, and encumbrances of every nature and kind now on the Premises or that hereafter may be imposed, suffered, placed, levied or assessed thereupon, or that hereafter may be levied or assessed upon this Mortgage or upon the indebtedness secured hereby, and insofar as any of the same is of record the same shall be promptly satisfied and discharged of record and the original official document (such as the tax receipt or the satisfaction paper officially endorsed or certified) evidencing discharge shall be placed in the hands of the Mortgagee within ten (10) days next after payment.

3. INSURANCE. To keep the Premises, including all buildings, improvements and building materials encumbered hereby, and the contents thereof constantly insured as may be required from time to time by the Mortgagee against loss by fire and such other hazards, casualties, and contingencies as may be required by the Mortgagee. To obtain and maintain in force such other insurance coverage as Mortgagor is required to maintain by law or under any loan commitment or other separate written agreement between the Mortgagor and the Mortgagee. The Mortgagor shall pay promptly when due, all premiums upon all such insurance. All such insurance shall be carried in companies and under policies approved as to form by the Mortgagee. All such insurance policies and renewals thereof shall be assigned to and held by the Mortgagee as collateral and further security for the indebtedness secured hereby and shall have attached thereto loss payable clause in favor of and in form acceptable to the Mortgagee, without contribution by the Mortgagee, pursuant to the New York standard or other mortgagee clause acceptable to the Mortgagee. The amount of coverage under such hazard insurance policies shall be the original principal amount of the Mortgage Note and other notes, if any, secured hereby, or actual replacement value of the Premises, whichever is greater. Mortgagor shall furnish to the Mortgagee annually, within fifteen (15) days following the anniversary date of each policy, with copies of an agreed amount endorsement or similar document issued with respect to the policies evidencing that the Mortgagor will not become a co-insurer. Not less than fifteen (15) days prior to the expiration date of each such policy of insurance the Mortgagor shall deliver to the Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of premium payment satisfactory to the Mortgagee. Such policies of insurance shall provide that the same may not be cancelled except after thirty (30) days advance written notice

of cancellation by the insurer to the Mortgagee. In the event of the foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Mortgagee pursuant to the provisions of this numbered paragraph. In the event of loss affecting all or any part of the Premises, the Mortgagor will give immediate notice thereof by mail to the Mortgagee. Subject to the rights of Senior Mortgagees (as such term is hereinafter defined), the Mortgagee may adjust or compromise any loss under any such hazard insurance policy and collect the proceeds therefrom if this Mortgage or the Mortgage Note secured thereby be in default in any respect. Should said Mortgage Note and Mortgage not be in default, the Mortgagor and Mortgagee shall jointly adjust or compromise such loss. Subject to the rights of Senior Mortgagees and the provisions of any senior mortgage, including but not limited to the mortgage(s) in favor of Truist Bank, a North Carolina banking corporation (the "Senior Mortgagees"), each insurance company which issues any hazard insurance policy insuring the Premises or any part thereof is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, after deducting expenses reasonably incurred in collecting same, may be applied by the Mortgagee, at its option, either to the reduction of the indebtedness hereby secured, whether or not then matured, or to the restoration or repair of the property damaged.

4. TAX AND INSURANCE DEPOSITS. The Mortgagor shall pay the taxes, assessments and other charges next due upon the Premises including insurance premiums. The failure by the Mortgagor to make any such payment as and when required and after the expiration of all applicable notice and cure periods shall constitute a default under the Mortgage.

5. FORECLOSURE AND OTHER EXPENSES. To pay all and singular the costs, fees, and expenses of every kind and nature, including the Mortgagee's reasonable attorney's fees (including on appeal) and the cost of abstracts of title incurred or expended at any time by the Mortgagee in the foreclosure of this Mortgage, either by suit in equity or by power of sale, or otherwise incurred in enforcing Mortgagee's rights under this Mortgage or under any other instrument evidencing and/or securing the indebtedness secured hereby, or in enforcing, sustaining, protecting, or defending the lien or priority of this Mortgage against any and all persons including, but not limited to, lien claimants or the exercise of the power of eminent domain or other governmental power of any kind. Every such payment made on the part of the Mortgagee shall be immediately due and payable by the Mortgagor to the Mortgagee and shall bear interest from the date of disbursement thereof by the Mortgagee at the rate per annum then applicable under the Mortgage Note to sums of principal then outstanding and the same, together with such interest, shall be secured by the lien hereof. Nothing contained in this numbered Paragraph shall be construed as requiring the Mortgagee to advance or spend money for any of the purposes mentioned in this numbered Paragraph.

6. CARE OF PROPERTY. That the Mortgagor shall: (a) permit, commit, or suffer no waste, impairment, or deterioration of the Premises or any part thereof and shall take all necessary steps to prevent same normal wear and tear excepted; (b) permit, commit or suffer no mining, drilling, removal of sand, gravel, loam, or other materials, or excavations in, on or under the Premises, except excavations incident to construction of improvements now or hereafter

constituting a part of the Premises in as nearly as possible the same order and condition or repair as they now are or as they may be when placed upon the Premises, normal wear and tear excepted; (d) do or to permit to be done to the Premises nothing that will in any respect impair or weaken the security of this Mortgage; and (e) comply with, or cause to be complied with, all statutes, ordinances, regulations, and requirements of any governmental authority affecting the Premises or any part thereof or affecting the operation thereof. Subject to the rights of any senior lenders and the provisions of any mortgage in favor of the Senior Mortgagees, the Mortgagor shall promptly repair, restore, replace, or rebuild any part of the Premises, now or hereafter existing, which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings or other governmental taking, but only to the extent that any insurance proceeds or condemnation awards resulting from such events have not been applied to the reduction of the indebtedness hereby secured. No part of the Premises shall be removed, demolished, or materially altered without the written consent of the Mortgagee. The Mortgagor shall not grant, join in, seek or consent to any right-of-way, easement, license, restrictive covenant, zoning ordinance, or other public or private restriction which affects or limits or defines the use which may be made of the Premises or any part thereof, and shall not grant, join in, seek or consent to any modification of any of the foregoing without the written consent of the Mortgagee except those required with respect to the financing of the development of the Premises, including those required pursuant to or associated with Section 42 of the Internal Revenue Code of 1986, as amended.

The Mortgagee may determine, in its discretion, whether the foregoing portions of this numbered Paragraph are being complied with and, for this purpose, the Mortgagee shall have the right to inspect the Premises at any reasonable hour of the day subject to the rights of tenants and/or the laws of the State of Florida. In the event Mortgagee determines in its inspection that Mortgagor is violating the provisions of this Paragraph by deferring maintenance on the mortgaged premises, Mortgagee shall have the right to require Mortgagor to escrow with Mortgagee such funds as are necessary to correct said deferred maintenance.

7. ASSIGNMENT OF RENTS. That, as additional security, the Mortgagor does hereby transfer, assign, and set over to the Mortgagee all of the Mortgagor's interest as lessor in any and all present and future leases, and any and all rents thereunder, now due or to become due from the Premises or any separate rental premises therein contained. Subject to the rights of Senior Mortgagees, in the event of a default and the expiration of all applicable notice and cure periods hereunder by the Mortgagor, such rents shall be collected by or at the direction and under the control of the Mortgagee, its successors or assigns, and the net proceeds thereof (net after payment of collection costs) shall be applied to the indebtedness secured hereby in such manner as the Mortgagee elects, as and when the same shall become due and payable. For the purpose of carrying out the provisions of this numbered Paragraph, the Mortgagor does by these presents constitute and appoint the Mortgagee, its successors or assigns, as the Mortgagor's true and lawful attorney-in-fact, to collect any and all rents from the Premises, expressly authorizing the Mortgagee, its successors or assigns, to receipt tenants therefor, and does by these presents ratify and confirm any and all acts of such attorney-in-fact in relation to the foregoing.

8. ASSIGNMENT OF CONDEMNATION AWARDS. That the Mortgagor, subject to the rights of Senior Mortgagees, hereby assigns, transfers, and sets over to the mortgagee, up to

the amount of the total indebtedness secured hereby, all awards of damages arising and all other sums paid or which become payable in connection with the condemnation of all or any part of the Premises for public use or for injury to any part thereof by any governmental body, quasi-public authority, or public utility, and the proceeds of all such awards, after payment of all reasonable expenses incurred in recovering same, including fees for attorneys representing the Mortgagee in any proceeding in which any such award is made, shall be paid to the Mortgagee. Such awards shall include, without limitation, damages arising from the change of grade of any street, or the access thereto, the taking of air rights, damages caused by noise, temporary takings, or any other adverse condition. Notwithstanding any taking of all or any part of the Premises by eminent domain, or other injury to, or decrease in value of, the Premises by any governmental body, quasi-public authority, or public utility, the Mortgagor shall continue to pay principal and interest on the Mortgage Note secured hereby in the manner therein provided. Subject to the rights of Senior Mortgagees, such awards or payments may, at the option of Mortgagee, be retained and applied by the Mortgagee toward payment of the indebtedness secured hereby in the manner designated by the Mortgagee, or be paid over, wholly or in part, to the Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Premises. If, prior to the receipt by the Mortgagee of any such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, the Mortgagee shall have the right, subject to the rights of Senior Mortgagees, to receive and retain such award or payment to the extent of any deficiency which exists upon such sale, together with legal interest thereon, and to the extent of the reasonable counsel fees (including on appeal), costs, and disbursements incurred by the Mortgagee in connection with the collection of such award, and the balance of such award or payment shall inure to the benefit of the party entitled thereto by applicable law.

9. FURTHER DOCUMENTS AND ESTOPPEL CERTIFICATES. To execute and deliver to the Mortgagee, from time to time, upon demand, and pay the costs of preparation and recording thereof, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments, and renewal and substitution notes, so as to reaffirm, to correct, and to perfect the evidence of the obligations secured hereby and the security title of the Mortgagee to all or any part of the Premises intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Mortgage and any extensions or modifications hereof. The Mortgagor, from time to time, upon request, shall certify by a writing, duly executed under oath, to the Mortgagee or to any actual or proposed assignee of this Mortgage, or to any other person, firm, or corporation specified by the Mortgagee, within ten (10) days after the mailing of such request to the Mortgagor, the following:

(a) That the Mortgage Note secured hereby, this Mortgage, and all other instruments given to secure the indebtedness secured hereby are unmodified and in full force and effect, and if there has been some modification, that the same is in full force and effect as modified and stating the modification;

(b) The dates, if applicable, to which interest on the Mortgage Note and the taxes, insurance premiums, and other charges payable hereunder have been paid;

(c) Whether the Mortgagor, to the best of the Mortgagor's knowledge and belief, is in default in the performance of any covenant, condition, or agreement on the Mortgagor's part to be performed under the terms of the Mortgage Note, this Mortgage, or any other instrument given to secure the indebtedness secured hereby, and, if so, stating specifically and in what manner or manners such default exists;

(d) Whether or not any offsets or defenses exist against this Mortgage or the indebtedness secured hereby and, if so, the specific nature and amounts thereof;

(e) The amount of principal and interest then due and owing on the indebtedness evidenced by the Mortgage Note and the amounts of principal and interest yet to be paid thereon from the date of the certificate until maturity of such indebtedness.

(f) Such other matters as the Mortgagee may reasonably request.

10. DEFAULT. That the occurrence of any one or more of the following events shall constitute a default hereunder:

(a) Should the Mortgagor fail to make in a timely manner any payment payable by virtue of the Mortgage Note secured hereby, or fail to make any other payment secured hereby or required hereunder, or fail to fulfill any other undertaking secured hereby; or

(b) Should any representation or warranty of the Mortgagor herein contained, or contained in any instrument, transfer, conveyance or assignment, given to secure the indebtedness under the Mortgage Note, prove to be untrue or misleading in any material respect; or

(c) Should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished, or materially altered so that the value of the Premises be materially diminished, except as a result of eminent domain proceedings; or

(d) Should any federal, state, or local tax lien, or any claim of lien for labor or materials, or any other lien or encumbrance be filed of record against the Mortgagor or the Premises and not be removed by payment or transferred to bond in the manner provided by law within ninety (90) days from the date of recorded; or

(e) Should any claim of priority to this Mortgage by title, lien, or otherwise be asserted in any legal, administrative, or equitable proceeding, and said claim remains pending in excess of ninety (90) days; or

(f) Should the Mortgagor make any assignment for the benefit of creditors; or should a receiver, liquidator, or trustee of the Mortgagor or of any of the Mortgagor's property be appointed; or should any petition for the adjudication of bankruptcy, reorganization, composition, arrangement or similar relief as to the Mortgagor, pursuant to the Federal Bankruptcy Act or any other law relating to insolvency or relief for debtors, be approved by a court of competent jurisdiction and not stayed within ninety (90) days after such approval; or

should the Mortgagor be adjudicated as bankrupt or insolvent; or should the Mortgagor be liquidated or dissolved; or should the Mortgagor's good standing expire or be revoked; or

(g) Should the Mortgagor, after written notice and at least a ninety (90) day cure period, fail to keep, observe, perform, carry out, and execute in every particular the material covenants, agreements, obligations, and conditions set out in this Mortgage, in the Mortgage Note secured hereby, in the Loan Application, if any, issued by the Mortgagee to the Mortgagor pursuant to which this Mortgage is given, or in any other instrument which evidences and/or secures the indebtedness secured hereby, or if any other default by the Mortgagor occurs under any such agreement or instrument;

THEN and THEREUPON, Mortgagee will give written notice to Mortgagor of such event of default. Mortgagor shall have thirty (30) days after the date Mortgagor receives the notice to cure such event of default unless such event of default cannot be cured in such thirty (30) day period, in which case Mortgagor shall have a reasonable period of time to cure such event of default so long as Mortgagor commences such cure in the thirty (30) day period and diligently acts to cure such event of default.

THEN AND THEREUPON, the Mortgagee may, subject to the rights of Senior Mortgagees and to the non-recourse provision in the Mortgage Note, do any one (1) or more of the following at Mortgagee's election:

(1) Enter upon and take possession of the Premises without the appointment of a receiver, or application therefor, employ a managing agent of the Premises and let the same, either in the Mortgagee's own name, or in the name of the Mortgagor, and receive the rents, incomes, issues, and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the indebtedness secured hereby in the manner designated by the Mortgagee;

(2) To take any action deemed expedient by the Mortgagee to protect the security of this Mortgage or to cure any default hereunder;

(3) To accelerate the maturity date for payment of all sums of principal and interest outstanding under the Mortgage Note, so that such sums shall become due and collectible at once. Upon such acceleration all other indebtedness secured by this Mortgage shall be, without notice to the Mortgagor (such notice being hereby expressly waived), due and collectible at once;

(4) Foreclose this Mortgage in the manner provided by applicable law;

(5) Apply, on emergency notice to any court of competent jurisdiction, for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of and operate the Premises and any business or businesses located thereon; to collect the rents, issues, profits and income therefrom; to make all necessary and needed repairs to the Premises; to pay all taxes and assessments against the Premises and insurance premiums for insurance thereon; and after the payment of the expense of the receivership, including reasonable attorney's fees to the Mortgagee's attorney, and after compensation to the receiver for management and

completion of the Premises, to apply the net proceeds derived therefrom in reduction of the indebtedness secured hereby or in such manner as such court shall direct. The appointment of such receiver shall be a matter of strict right to the Mortgagee, regardless of the value of the security for the indebtedness secured hereby or of the solvency of any party bound for the payment Of such indebtedness. All expenses, fees and compensation incurred pursuant to a receivership approved by any such court, shall be secured by the lien of this Mortgage until paid. The receiver and the receiver's agents shall be entitled to enter upon and take possession of any and all of the Premises, together with any and all businesses conducted thereon and all business assets used in conjunction therewith or thereon, or any part or parts thereof, and operate and conduct such business or businesses to the same extent and in the same manner as the Mortgagor might lawfully do. The receiver, personally or through his agents, may exclude the Mortgagor wholly from the Premises, and have, hold, use, operate, manage and control the same and each and every part thereof, and may in the name of the Mortgagor exercise all of the Mortgagor's rights and powers and maintain, restore, insure and keep insured, the Premises as the receiver may deem judicious. Such receivership shall, at the option of the Mortgagee, continue until full payment of all sums secured hereby, or until title to the Premises shall have passed by foreclosure sale under this Mortgage;

(6) Mortgagor hereby waives all rights of marshalling in the event of foreclosure of any lien or security interest created by this Mortgage.

11. TAXES UPON MORTGAGE ETC. That, in the event of the passage or adoption of any law, or in the event of any decision by a court of competent jurisdiction, creating or providing for any tax, assessment, or charge against the Premises, against this Mortgage, or against the indebtedness or undertakings secured hereby, or against any interest of the Mortgagee in the Premises, then, unless such tax be promptly paid by the Mortgagor and, in any event, if payment of such tax by the Mortgagor is prohibited by law, the entire indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable and, in the event payment, of such indebtedness is not made by the Mortgagor forthwith, the Mortgagee may take, or cause to be taken, such action or proceeding as may be taken hereunder in the case of any other default in the payment of the Indebtedness secured hereby; provided, that in respect to any taxes on the Mortgagee's interest in the Premises, or in this Mortgage, or in the indebtedness secured hereby, the Mortgagor shall not be required or bound to pay any amount which together with interest on the indebtedness secured, shall exceed the maximum interest rate allowed by applicable and enforceable law.

12. TIME IS OF THE ESSENCE of this Mortgage. No waiver of any obligation hereunder or of any obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the terms of the Mortgage Note secured hereby.

13. RIGHTS CUMULATIVE. That the rights of the Mortgagee granted and arising under this Mortgage, the Mortgage Note, or any other instrument or agreement existing between the Mortgagor and the Mortgagee shall be separate, distinct, and cumulative of other powers and rights herein granted and of all other rights which the Mortgagee may have in law or equity, and none of them shall be in exclusion of any other. No act of the Mortgagee shall be construed as an election to proceed under any one (1) provision herein, or under the Mortgage Note, or under

any such other instrument or agreement, to the exclusion of any other provision, or an election of remedies or the bar of any other remedy allowed in law or equity.

14. NOTICE. That every provision for notice and demand or request hereunder by the Mortgagee shall be deemed fulfilled by written notice and demand or request if the same is: (i) personally served on Mortgagor, one of the officers of the Mortgagor; or (ii) mailed by depositing it in any United States Post Office Station or letter box, enclosed in a postpaid envelope addressed to Mortgagor, or such officer at the address last known to the Mortgagee, or addressed to the street address of the Premises. As provided in Section 31, Mortgagee shall copy all limited partners of Mortgagor on any notice, demand or request hereunder concurrently with the written notice provided to Mortgagor.

15. RELEASES BY MORTGAGEE. That the Mortgagee may, from time to time, upon notice and without affecting the liability of the Mortgagor or of any other person (other than any person expressly released by the Mortgagee in writing) for the payment of any indebtedness secured hereby or for the performance of any obligation contained herein, and without affecting the priority or extent of the lien of this Mortgage (except as to property specifically released by the Mortgagee in writing) do any of the following:

(a) Release any person liable for payment of any indebtedness secured hereby or for performance of any obligation provided for herein;

(b) Extend the time or agree to alter the terms of payment of any of the indebtedness secured hereby;

(c) Accept additional security of any kind;

(d) Consent to the creation of any easement in, on, or over the Premises or any covenant restricting the use or occupancy of the Premises;

(e) Release or otherwise deal with any property, real or personal, which secures the indebtedness secured hereby, including without limitation, all or any part of the property encumbered by this Mortgage.

16. SECURITY AGREEMENT. That this Mortgage shall be construed as a mortgage of both real and personal property and it shall also constitute and serve as a "Security Agreement" within the meaning of and shall constitute a security interest under the Uniform Commercial Code of the State of Florida. The Mortgagor agrees to and shall execute and deliver to the Mortgagee, in form satisfactory to the Mortgagee, such "Financing Statements" and such further assurances as the Mortgagee may, from time to time, consider necessary to create, perfect, and preserve the Mortgagee's liens upon all fixtures, equipment, rents, insurance proceeds, condemnation awards, contract rights, accounts receivable and other personal property herein described. The Mortgagee at the expense of the Mortgagor may cause such statements and assurances to be recorded and rerecorded, filed and re-filed, at such times and places, as may be required or permitted by law to create, perfect and preserve such liens. The Mortgagee shall have all the rights with respect to all property encumbered hereby afforded to the Mortgagee under the

Uniform Commercial Code of the State in which the Premises are located, in addition to, but not in limitation of, the other rights afforded the Mortgagee by this Mortgage. The Mortgagor shall not transfer ownership of or remove from the lands herein described any of the tangible personal property which is encumbered by this Mortgage. In the event ownership of any such tangible personal property is transferred or any of the same is removed by the Mortgagor, the same shall be replaced by other property which is free and clear of any lien or encumbrance held by any other person and such replacement property shall be of equal or better value than the property so transferred or removed. Such replacement property shall be encumbered by the lien of this Mortgage, and appropriate financing statements covering same shall be executed by the Mortgagor.

17. SUCCESSORS AND ASSIGNS. That all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators, legal representatives, successors, and assigns, as the case may be, of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee.

18. GOVERNING LAW. That the terms and provisions of this Mortgage are to be governed by the laws of the State of Florida.

19. SEVERABILITY. That if any provision of this Mortgage, or of the Mortgage Note secured hereby, or of any other instrument or agreement existing between the Mortgagor and the Mortgagee, shall to any extent be finally found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to herein, shall be affected thereby, but instead shall be enforced to the maximum extent permitted in law or equity.

20. DEFENSE OF ACTIONS BY MORTGAGOR. That Mortgagor shall, at its own cost and expense, defend, indemnify and hold Mortgagee and the lien of this Mortgage harmless from any action, proceeding or claim affecting the Premises or affecting the indebtedness secured hereby. If Mortgagor neglects or refuses to carry out the covenants contained in this numbered Paragraph, the Mortgagee at its option may afford such defense and pay reasonable attorneys' fees, costs and expenses incurred in any such defense. All such payments, Plus interest thereon from the time of payment at the rate applicable under the Mortgage Note upon sums outstanding thereunder after maturity shall be deemed a part of the indebtedness secured hereby and shall be immediately deemed payable by the Mortgagor to the Mortgagee.

21. CURING OF DEFAULTS BY MORTGAGEE. That the Mortgagee shall have the right to pay any sums required to be paid and to take any other action deemed by the Mortgagee to be necessary or convenient to cure any default of the Mortgagor under this Mortgage. Any and all sums expended or expenses incurred by the Mortgagee in so curing defaults shall become immediately due and payable by the Mortgagor to the Mortgagee and, together with interest thereon from date of disbursement at the rate applicable to sums outstanding under the Mortgage Note from and after the maturity date therein contained, shall be secured by the lien of this Mortgage.

22. ACTION ON MORTGAGE NOTE. That the Mortgagee shall be entitled to sue and recover judgment upon the Mortgage Note either before, after, or during the pendency of any proceeding for the enforcement of this Mortgage. The right of Mortgagee to recover judgment upon the Mortgage Note shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power, or remedy for the enforcement of the terms of this Mortgage. In case of a foreclosure sale hereunder and of the application of the proceeds of such sale against payment of the indebtedness hereby secured, the Mortgagee shall be entitled to enforce payment of and to recover all amounts remaining due and unpaid upon the Mortgage Note after application of such payment. The Mortgagor agrees that no recovery of a judgment upon the Mortgage Note, and no attachment or levy or any execution upon any such judgment upon any of the Premises, shall in any manner, or to any extent, affect the lien of this Mortgage or any of the rights, powers, or remedies of the Mortgagee hereunder.

23. NO WAIVER BY DELAY. No delay or omission by the Mortgagee to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default or acquiescence therein. Every right, power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

24. NO WAIVER OF ONE DEFAULT TO AFFECT ANOTHER. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any right, power or remedy consequent thereon.

25. DISCONTINUANCE OF PROCEEDING; POSITION OF PARTIES RESTORED. In case the Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage and such proceeding shall have been discontinued or abandoned, or for any reason shall have been determined adversely to the Mortgagee, then and in every such case this Mortgage shall continue in effect as if no such proceeding had been commenced.

26. MODIFICATION, ETC. ONLY IN WRITING. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

Any agreement hereafter made by the Mortgagee and Mortgagor relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance affecting the Premises.

27. NO ILLEGAL INTEREST TO BE CHARGED. That all agreements between the Mortgagor and the Mortgagee under this Mortgage and under the Mortgage Note secured hereby are expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid to the holder of the Mortgage Note for the use, forbearance or detention of the money to be advanced thereunder exceed the highest lawful rate permissible under law applicable thereto by a court of competent jurisdiction. If, from any circumstances whatsoever, fulfillment of any provisions of this Mortgage or of the Mortgage Note secured hereby or of any other agreement existing between the Mortgagor and the Mortgagee, at the time performance of such provision shall be due, shall involve payment of interest at a rate which exceeds the highest lawful

rate as so determined, then ipso facto the obligation to be fulfilled shall be reduced to such highest lawful rate. If, from any circumstances whatsoever, the holder of the Mortgage Note secured hereby shall ever receive interest, the amount of which would exceed such highest lawful rate, the portion thereof which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under such Mortgage Note and not to the payment of interest. Provided, however, that nothing contained herein or in the Mortgage Note shall be deemed to create a defense, contractual or otherwise, to any sums due or to become due or coming due under this Mortgage, under the Mortgage Note or under any other agreement existing between the Mortgagor and the Mortgagee where no such defense exists at law, as for example, where corporations are barred from asserting the defense of usury or in a case wherein no limit exists upon the rate of interest which may be charged.

28. HAZARDOUS SUBSTANCES.

(a) Mortgagor hereby represents that Mortgagor has ever used the Mortgaged Property as a storage facility for any "Hazardous Substances" used in the ordinary course of Mortgagor's business.

(b) Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so called federal, state or local "Superfund" "Superlien" laws, statutes, law, ordinance, code, rule, regulation, order or decree regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Substance), regardless of whether within the control of Mortgagee, so long as the act or Omissio in question occurs prior to the sale of the Mortgaged Property under Article IV and complete dispossession of Mortgagor thereunder.

(c) For purposes of this Mortgage, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance, or material as now or at any time hereunder in effect.

(d) If Mortgagor receives any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous substance on the Mortgaged Property or in connection with Mortgagor's operations thereon or (ii) any

complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Mortgagor (an "Environmental Complaint") from any person or entity (including without limitation the EPA) then Mortgagor shall immediately notify Mortgagee orally and in writing of said notice.

(e) Upon notice and failure of Mortgagor to take appropriate action, Mortgagee shall have the right but not the obligation, and without limitation of Mortgagee's rights under this Mortgage to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in the sole opinion of Mortgagee, could jeopardize its security under this Mortgage. All reasonable Costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Instrument and shall be payable by Mortgagor upon demand.

(f) Mortgagee shall have the right, in its sole discretion, to require Mortgagor to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Mortgagor's expense) an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment, each of which must be reasonably satisfactory to Mortgagee, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Mortgagor. Said audit and/or risk assessment must be by an environmental consultant reasonably satisfactory to Mortgagee. Should Mortgagor fail to have employed someone to perform said environmental audit or risk assessment within 30 days of the Mortgagee's written request, Mortgagee shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit or risk assessment. All reasonable costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand or charged to Mortgagor's loan balance at the discretion of Mortgagee.

(g) Any breach of any warranty, representation or agreement contained in this Section and expiration of all applicable notice and cure periods shall be an Event of Default hereunder and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

29. SALE OR TRANSFER. In the event of a sale, transfer or conveyance of title to the above described real property, the entire indebtedness secured hereby, shall, at the option of the Mortgagee immediately become due and payable, except to an entity controlled by the Mortgagor or the principals of the Mortgagor. Notwithstanding anything to the contrary set forth herein, the following shall not constitute a sale, transfer or conveyance hereunder: i) transfers of limited partner interests in Mortgagor to an investor limited partner and subsequent transfers of limited partner interests to an affiliate thereof; ii) the removal of the general partner of Mortgagor by the limited partner in accordance with the terms of Mortgagor's limited partnership agreement; and iii) the grant and exercise of an option or right of first refusal to

acquire the Property or the limited partner interests of Mortgagor by the general partner or an affiliate thereof in accordance with Mortgagor's partnership documents.

30. LIMITATION OF LIABILITY. Notwithstanding any provision or obligation to the contrary hereinbefore or hereinafter set forth, from and after the date of this Mortgage, the indebtedness secured by this Mortgage including the Mortgage Note shall be a non-recourse obligation and the liability of the Mortgagor (including, without limitation, its partners, members, officers, directors or employees) hereunder shall be limited to the interest in the Premises and the Mortgagee shall look exclusively thereto, or to such other security as may from time to time be given for payment of the obligations hereunder, and any judgment rendered against the Mortgagor under this Mortgage shall be limited to the Premises and any other security so given for satisfaction thereof. No deficiency or other personal judgment nor any order or decree of specific performance shall be rendered against the Mortgagor (including, without limitation, its partners, members, officers, directors or employees), their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceeding arising out of this Mortgage, or any judgment, order or decree rendered pursuant to any such action or proceeding.

31. NOTICE AND CURE. Notwithstanding the foregoing, the Mortgagee hereby agrees that any cure of any default made or tendered by the Mortgagor's investor limited partner TCC Kelli Grove LLC, a Georgia limited liability company, or its affiliates, or successors or assigns, shall be deemed to be a cure by the Mortgagor and shall be accepted or rejected on the same basis as if made or tendered by Mortgagor. Copies of all notices which are sent to Mortgagor under the terms of this Mortgage shall also be sent to: TCC Kelli Grove LLC, c/o Truist Community Capital, LLC, Truist at Five Ballpark Center, 740 Battery Avenue, SE – Suite 700-740, Atlanta, GA 30339-5110.

32. CHANGES TO MORTGAGOR'S LIMITED PARTNERSHIP. Notwithstanding anything herein to the contrary, the Mortgagor's limited partner shall be permitted to remove Mortgagor's general partner without the consent of the Mortgagee. Mortgagee hereby consents to Mortgagor's special limited partner or an affiliate of Mortgagor's limited partner as a substitute general partner. Additionally, Mortgagee hereby consents to the transfers of any limited partner ownership interest in the Mortgagor.

33. SUBORDINATION. The indebtedness evidenced by the Mortgage Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the indebtedness evidenced by that certain Promissory Note (as amended, supplemented, amended and restated or otherwise modified from time to time, as referred to herein during the construction phase as the "Construction Senior Note" and during the permanent phase as the "Permanent Senior Note"), in the original principal amount of \$12,000,000.00 during the construction phase and \$3,800,000.00 during the permanent phase, issued by Mortgagor and payable to Truist Bank, a North Carolina banking corporation ("Truist Bank"). The indebtedness evidenced by the Mortgage Note is also subordinate to the Low Income Housing Extended Use Agreement to be entered into by Mortgagor and the Florida Housing Finance Corporation. This Mortgage is and shall be subject and subordinate in all respects to the liens, terms,

covenants and conditions of the mortgage(s) securing the Construction Senior Note and the Permanent Senior Note. The rights and remedies of the payee and each subsequent holder of the Mortgage Note and the Mortgage are subject to the restrictions and limitations set forth herein. Each subsequent holder of the Mortgage Note shall be deemed, by virtue of such holder's acquisition of the Mortgage Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the subordinate lender under any then applicable Subordination Agreement.

[Signature on Following Page]

IN WITNESS WHEREOF, said Mortgagor has duly signed, sealed and executed this instrument in the presence of the subscribing witnesses the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR

Kelli Grove, Ltd., a Florida limited partnership

By: Kelli Grove GP, LLC, a Florida limited liability company, its general partner

By: Vestcor, Inc., a Florida corporation, its Manager

Print Name: _____
Address: 1649 Atlantic Boulevard
Jacksonville, FL 32207

By: _____
Jason O. Floyd, Vice President

Print Name: _____
Address: 1649 Atlantic Boulevard
Jacksonville, FL 32207

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, () personally appeared or () online notarization Jason O. Floyd, Vice-President of Vestcor, Inc., a Florida Corporation, the manager of Kelli Grove GP, LLC, a Florida limited liability company, the general partner of Kelli Grove, Ltd., a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed. Who is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 2026.

NOTARY PUBLIC
State of Florida at Large:

MORTGAGE NOTE

\$340,000.00
(Principal Amount)

DATE OF EXECUTION
[May __, 2026]
PLACE OF EXECUTION
Jacksonville, FLORIDA

FOR VALUE RECEIVED, Kelli Grove, Ltd., a Florida limited partnership (the "Maker"), hereby promises to pay to Clay County, a political subdivision of the State of Florida (the "County"), by and through its Board of County Commissioners ("Holder"), the Principal Amount of Three Hundred Forty Thousand Dollars (\$340,000.00), with interest on the outstanding amount at the rate of five percent (5%) per annum. The Principal Amount shall be disbursed by Holder to Maker in one lump sum upon construction completion of the Kelli Grove apartment complex, after which Interest only payments will be paid semi-annually in the amount of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) and any outstanding interest and principal balance will be due and payable eighteen (18) years from date hereof.

Maker may prepay in whole or in part at any time without penalty.

The payment of this Note (the "Note") is secured, inter alia by a valid, subsisting Mortgage and Security Agreement (the "Mortgage") recorded or to be recorded in the County in which the property described in the Mortgage (the "Security") is located, and by this reference is incorporated herein.

If the payment of this Note is not made within 10 days from the due date, or if the Maker violates any of the terms or breaches any of the conditions of this Note (taking into account all notice and cure periods), the entire principal sum and accrued Interest shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. Upon such default and following the expiration of all applicable notice and cure periods, the principal of the Note and any part thereof, and accrued and unpaid interest, if any, shall bear interest at the rate of Fifteen Percent (15.0%) per annum, provided that in no event shall the interest rate exceed the maximum rate permitted by applicable law, whether now or hereafter in effect continuing until such time as the Note is repaid in full or such default is cured. The Maker agrees to pay the Holder hereof reasonable attorney's fees for the services and expenses of counsel employed after maturity or default to collect this Note (including any appeals relating to such enforcement proceedings), or to protect or enforce the security hereto, whether or not suit be brought. Notwithstanding anything contained herein to the contrary, upon the occurrence of a breach of any of the conditions of this Mortgage Note, Holder will give written notice to Maker of such breach. Maker shall have thirty (30) days after the date Maker receives the notice to cure such breach unless such breach cannot be cured in such thirty (30) day period, in which case Maker shall have a reasonable period of time to cure such breach so long as Maker commences such cure in the thirty (30) day period and diligently acts to cure such breach. Holder shall give any limited partner of Maker written notice of any breach hereunder concurrently with written notice to Maker. Any limited partner of Maker shall have the right, but not the obligation, to cure such

breach provided such cure shall occur within the same period afforded for Maker's cure. Holder shall accept any complete cure offered by such limited partner as if the same were made by Maker.

The remedies of Holder as provided herein, shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of Holder, including specifically any failure to exercise any right, remedy or recourse, shall be effective as a waiver thereof unless it is set forth in a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent events.

All agreements between the Maker and the Holder are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holder of this Note for the use, forbearance, or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, fulfillment of any provision of the Mortgage securing this Note, or by any other agreement referred to therein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable thereto, then ipso facto, the obligation to be fulfilled shall be reduced to the maximum limit of such validity, and if for any circumstances whatsoever the holder of this Note shall ever receive interest, the amount of which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance remaining unpaid hereunder and not to the payment of Interest. This provision shall control every other provision of all agreements between the Maker and the Holder.

Except with respect to the notice and cure rights set forth herein, Maker and all sureties, endorsers or guarantors of this Note hereby (a) waive demand, presentment for payment, notice of nonpayment, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note, in enforcing any of the security rights or in proceeding against the Security; (b) agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon; (c) agree that Holder shall not be required first to Institute any suit, or to exhaust his, their or its remedies against Maker or any other person or party to become liable hereunder or against Maker or any other person or party to become liable hereunder in order to enforce payment of this Note; (d) consent to any extension, rearrangement, renewal or postponement of time of payment of this Note and to any other indulgency with respect hereto without notice; consent or consideration to any of the foregoing; and (except the express written release by Holder of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

As used herein, the words "Maker" and "Holder" shall be deemed to include Maker and Holder as defined herein and their respective heirs, personal representatives, successors and assigns.

This Note is executed and delivered at the Place of Execution and shall be construed and enforced in accordance with the laws of the State of Florida.

This Note shall be a non-recourse Note and neither the Maker, nor any of its partners, members, officers, directors or employees shall have any personal liability for the payment of any portion of the indebtedness evidenced by this Note, and in the event of a default by the Maker under this Note, the Holder's sole remedy shall be limited to exercising its rights hereunder or under the Mortgage (collectively, the "Loan Documents"), including foreclosure and the exercise of the power of sale or other rights granted under such Loan Documents, but shall not include a right to proceed directly against the Maker, or any of its partners or members, or the right to obtain a deficiency judgment after any such foreclosure.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the indebtedness evidenced by that certain Promissory Note (as amended, supplemented, amended and restated or otherwise modified from time to time, as referred to herein during the construction phase as the "Construction Senior Note" and during the permanent phase as the "Permanent Senior Note"), in the original principal amount of \$12,000,000.00 during the construction phase and \$3,800,000.00 during the permanent phase, issued by Maker and payable to Truist Bank, a North Carolina banking corporation ("Truist Bank"). The indebtedness evidenced by this Note is also subordinate to the Low Income Housing Extended Use Agreement to be entered into by Maker and the Florida Housing Finance Corporation. The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the mortgage(s) securing the Construction Senior Note and the Permanent Senior Note. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage securing this Note are subject to the restrictions and limitations set forth herein. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the subordinate lender under any then applicable Subordination Agreement.

[Signature on Following Page]

“MAKER”

Kelli Grove, Ltd., a Florida limited partnership

By: Kelli Grove GP, LLC, a Florida limited liability company, its general partner

By: Vestcor, Inc., a Florida corporation, its Manager

By: _____
Jason O. Floyd, Vice President

Maker's Address:
Kelli Grove, Ltd.
1649 Atlantic Boulevard
Jacksonville, FL 32207



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT: Approval of advance payment in the amount of \$37,823.76 to Miller Electric Company for a five (5) Genetec Advantage Card Reader License subscription for years two (2) through five (5).

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This purchase provides a five (5) year Genetec Advantage subscription to support the County's existing integrated security system. It ensures continued licensing, software updates, and technical support for 183 video surveillance cameras, 203 access control card readers, 2 license plate recognition cameras, and 2 intercom connections. The subscription maintains full functionality and compatibility across the County's Genetec security platform, including video surveillance, access control, and related security integrations, without adding new hardware.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Quote	Backup Material	4/22/2026	35385_Clay_Cty_BOCC_Genetec_Renewal_-_5_year_option.pdf_rev.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/22/2026 - 4:27 PM	Item Pushed to Agenda



MILLER ELECTRIC COMPANY
Powering the Possibilities

For:
Timothy Gesell
Clay County BOCC

Clay Cty BOCC Genetec Renewal - 5 year option
04/21/2026

Proposal: 35385

Presented By: Tamara Bartmess

6805 Southpoint Pkwy
Jacksonville, FL 32216

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Project Scope

This quote reflects the same labor rates and material markup percentages that Miller Electric Company currently has in place with the City of St. Augustine to date. This quote was priced to piggyback the City of St. Augustine and Miller Electric Company contract RFP# PW2021-10 "Video Surveillance, Access Control Security and Parking System Installation, Maintenance, Repairs and Upgrades."

The scope of this quote is generally described as the Advantage Renewal of the Genetec Security Center System for the Clay County Board of County Commissioners. This quote includes the cost of renewing the system Genetec Advantage for a **Five (5) year** duration. This Genetec Advantage Renewal will be **Five (5)YEAR TERM** from the current expiration date. RENEWING YOUR GENETEC ADVANTAGE WILL GIVE YOU ACCESS TO:

- Genetec Technical Assistance Center (GTAC) - Standard support hours
- Unlimited number of trouble tickets
- Access to Minor and Major Release Upgrades
- Technical Appointments with a Genetec Technical Support Engineer
- Discount on Professional Services (including training, field services, and custom development)
- Access to the Genetec Technical Assistance Portal (GTAP)

The above access is for access to Genetec but does not include cost associated with Miller Electric for trouble tickets, etc.

*Note: The current Genetec SMA is due to expire on **Jan 31, 2026**.

Coverage end date 31 JAN 2031



Proposal: 35385

Date: 03/18/2026

Bill of Materials

Genetec Renewal - 5 year option
Genetec Advantage

Part	Description	QTY	Unit Cost	Markup	Sell Price	Ext. Total
Genetec ADV-CAM- E-5Y	Genetecâ„¢ Advantage for 1 Omnicastâ„¢ Enterprise Camera â€” 5 years	183.00	\$114.00	17%	\$133.38	\$24,408.54
Genetec ADV-RDR- E-5Y	Genetecâ„¢ Advantage for 1 Synergisâ„¢ Enterprise Reader â€” 5 years	203.00	\$54.00	17%	\$63.18	\$12,825.54
Genetec ADV-LPR- F-5Y	Genetec™ Advantage for 1 AutoVu™ fixed camera connection - 5 Years	2.00	\$168.00	17%	\$196.56	\$393.12
Genetec ADV-SIP- 5Y	Genetecâ„¢ Advantage for 1 Sipeliaâ„¢ Intercom connection - 5 Years	2.00	\$84.00	17%	\$98.28	\$196.56

Genetec Renewal - 5 year option Total

Total Proposal Amount

Material Sub-Total	\$37,823.76
Labor Sub-Total	\$0.00
Applicable Tax	\$0.00
Grand Total	\$37,823.76

Proposal: 35385
Date: 03/18/2026

Acceptance

Proposal: Clay Cty BOCC Genetec Renewal - 5 year option

The following documents in this proposal are considered binding: Scope of Work, Bill Of Materials, Terms and Conditions Where Applicable.

Proposal Accepted: Miller Electric Company is authorized to proceed with the work as proposed. This proposal is valid for 10 days from 04/21/2026.

Purchaser _____	Seller <u>Miller Electric Company</u>
By _____	By <u>Tamara Bartmess</u>
Title _____	
Signature _____	Signature _____
Date _____	Date _____
PO# _____	

The above persons represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership, software licenses, and the Warranty.



Agenda Item
Clay County Board of County Commissioners

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

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/22/2026 - 4:28 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE: 3/30/2026

FROM: MJ Rood

SUBJECT:

Approval of the following ordinance and resolutions that provide budget adjustments for departmental needs:

- (1) Public Hearing to consider approval of Ordinance amending the Capital Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.
- (2) Resolution amending the Non-Capital Improvement Element (Non-CIE) portion of the Clay County Capital Improvement Plan.
- (3) Resolution amending the FY 25/26 Budget for:
 - (a) Operating adjustments, and,
 - (b) Final audit adjustments.

Various Funding Sources

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

(1) The Capital Improvement Element (CIE) is a five year schedule of capital improvements which are Comprehensive Plan (concurrency) related. Sections I of Tables 2 within each category (Exhibits A-F) of the ordinance lists the capital improvements related to the Comprehensive Plan which are to be accomplished by the County.

(2) The non-comprehensive plan related portion of the Capital Improvement Plan is presented for BCC consideration in the form of a Resolution. These improvements are listed in Sections II of Tables 2 within each category (Exhibits A-F).

(3) Budget resolution amends the cash carry forward, revenues and appropriations for FY 25/26 for:

- (a) Operating adjustments, and,

(b) Final audit adjustments.

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

Funding Sources: Various

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Capital Plan Amendment Ordinance 2026-04-28	Ordinance	4/14/2026	Capital_Plan_Amendment_Ordinance_2026-04-28dsada.pdf
▢ Capital Plan Amendment Resolution 2026-04-28	Resolution Letter	4/14/2026	Capital_Plan_Amendment_Resolution_2026-04-28_dsada.pdf
▢ Resolution - 25-26 True Up FY 25-26 Budget	Resolution Letter	4/20/2026	Resolution_- 25-26_True_Up_FY_25-26_Budget.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/22/2026 - 4:28 PM	Item Pushed to Agenda

ORDINANCE _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING TABLES 1 AND 2 OF THE CLAY COUNTY FIVE YEAR CAPITAL IMPROVEMENT PLAN; PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, the County's Capital Improvement Plan contains both CIE improvements and Non-CIE improvements, as well as revenue sources for each; and

WHEREAS, the County's Capital Improvement Plan (Plan) is comprised of five categories, with the five Plan Categories attached hereto and incorporated herein as Exhibits A-F; and

WHEREAS, within each Plan Category Table 1 specifies revenue sources for both CIE improvements and Non-CIE improvements; and

WHEREAS, within each Plan Category Table 2 contains CIE improvements in Section I and Non-CIE improvements in Section II thereof; and

WHEREAS, Section 129.06(2) of the Florida Statutes stipulates that the Board may at any time within a fiscal year amend a budget for the year as provided therein; and

WHEREAS, Section 163.3177 3(b) of the Florida Statutes stipulates that modifications to update the CIE improvements may be accomplished by ordinance; and

WHEREAS, amendments to the CIE improvements in the Capital Improvement Plan, specifically in Section I of Table 2 and related changes to the revenue sources in Table 1 of each Plan Category may be made by ordinance of the Board to provide for appropriation and expenditure as set forth herein.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1.

Section I of Table 2 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make necessary changes as directed by the Board.

Section 2.

Table 1 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make it consistent with Section I of Table 2 of each Plan Category.

Section 3.

With respect to the amendments referenced in Section 1 and Section 2 above, the legal effect of this Ordinance is that upon its effective date:

- (A) Funds for capital projects identified in the Exhibits shall only be expended consistent therewith; and,
- (B) To the extent that corrections, updates, and modifications concerning costs, revenue sources, and acceptance of facilities pursuant to dedications which are inconsistent with the Exhibits, or a change in the date of construction of the capital projects identified in the Exhibits are proposed, such may only be implemented by amendment hereto; and
- (C) Nothing in this Ordinance shall have any effect on the improvements listed in Section II of Table 2 within any of Exhibits A-F. This Ordinance shall be construed only to amend Section I of Table 2 within Exhibits A-F and the related revenue sources in Table 1 thereto.

Section 4.

Should any word, phrase, sentence, or subsection or section of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections or sections shall remain in full force and effect.

Section 5.

This Ordinance shall take effect immediately upon its adoption as provided for by Florida law.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, on this 28th day of April, 2026.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Chairman

ATTEST:

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

RESOLUTION 2025/2026-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY CAPITAL IMPROVEMENT PLAN NON-CAPITAL IMPROVEMENT ELEMENT IMPROVEMENTS IN SECTIONS II OF TABLES 2 AND THE REVENUE SOURCES RELATING THERETO IN TABLES 1; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County's Capital Improvement Plan contains both CIE improvements and Non-CIE improvements, as well as revenue sources for each; and

WHEREAS, the County's Capital Improvement Plan (Plan) is composed of five categories, with the five Plan Categories attached hereto and incorporated herein as Exhibits A-F; and

WHEREAS, within each Plan Category Table 1 specifies revenue sources for both CIE improvements and Non-CIE improvements; and

WHEREAS, within each Plan Category Table 2 contains CIE improvements in Section I and Non-CIE improvements in Section II thereof; and

WHEREAS, Section 129.06(2) of the Florida Statutes stipulates that the Board may at any time within a fiscal year amend a budget for the year as provided therein; and

WHEREAS, amendments to the Non-CIE improvements in the Capital Improvement Plan, specifically in Section II of Table 2 and related changes to the revenue sources in Table 1 of each Plan Category may be made by resolution of the Board to provide for appropriation and expenditure as set forth therein.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1.

Section II of Table 2 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make necessary changes as directed by the Board.

Section 2.

Table 1 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make it consistent with Section II of Table 2 of each Plan Category.

Section 3.

With respect to the amendments referenced in Section 1 and Section 2 above, the legal effect of this Resolution is that upon its effective date:

- (A) Funds for capital projects identified in the Exhibits shall only be expended consistent therewith; and
- (B) To the extent that corrections, updates, and modifications concerning costs, revenue sources, and acceptance of facilities pursuant to dedications which are inconsistent with the Exhibits, or a change in the date of construction of the capital projects identified in the Exhibits are proposed, such may only be implemented by amendment hereto; and
- (C) Nothing in this Resolution shall have any effect on the improvements listed in Section I of Table 2 within any of Exhibits A-F. This Resolution shall be construed only to amend Section II of Table 2 within Exhibits A-F and the related revenue sources in Table 1 thereto.

Section 4.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, by the Board of County Commissioners, Clay County, Florida, this 28th day of April, 2026.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Chairman

ATTEST:

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

CLAY COUNTY RESOLUTION NO. 2025/2026-

**RESOLUTION OF THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
AMENDING THE BUDGET FOR FISCAL YEAR 2025-26; PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the budget for fiscal year 2025-2026 of the Board of County Commissioners was duly adopted on September 23, 2025, and

WHEREAS, Chapter 129.06(4) of the Florida Statutes stipulates that all unexpended balances of appropriations at the end of the fiscal year shall revert to the fund from which the appropriation was made, and

WHEREAS, revenues have been adjusted based on estimated actuals, and

WHEREAS, Chapter 129.06(2)(b) of the Florida Statutes stipulates that appropriations from the reserve for contingencies may be made to increase the appropriation for any particular expense in the same fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, as follows:

The Clay County Board of County Commissioners hereby adopts the cash carry forward, revenues and appropriations for fiscal year 2025-2026 as identified in Attachment “A” (Budget Amendment-00002129 for operating adjustments) and Attachment “B” (Budget Amendment-0002139 for final audit adjustments) attached hereto, effective immediately upon adoption.

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

TO: Board of County Commissioners

DATE: 2/24/2026

FROM: Administrative and
Contractual Services

SUBJECT: Approval to post Notice of Intent to Award Bid No. 25/26-061, Clay County Sheriff's Office Building 500 Renovation to Brogdon Builders, LLC in the total amount of \$1,604,255.50, inclusive of the Base Bid, Alternate Bid #1, and Alternate Bid #2. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Capital Improvement Element - (CIP) Project Funds - Non-Capital Improvement Element -
CCSO Building 500 Build Out - Building

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Request for Bids was issued with the intent to award to a properly licensed and qualified General Contractor for the interior renovation of Building 500, located in Fleming Island, within the Fleming Island Business Park. The project shall include the reconfiguration and improvement of the interior space within the existing facility to enhance operational efficiency and support current and future operational demands.

The Capital Projects Department, along with the Engineer of Record and Design Firm, Bhide and Hall Architects, has reviewed and approved this Bid award.

Substantial Completion shall be accomplished within three hundred (300) days from the Notice to Proceed. Final Completion shall be accomplished within three hundred forty-five (345) days from the Notice to Proceed.

1,191 Suppliers were notified

91 Suppliers downloaded the Request for Bid

5 Bids were received

2 No-Bids were received

24 Contractors attended the Mandatory Pre-Bid meeting

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

award.

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

Funding Source:

Capital Improvement Element - (CIP) Project Funds - Non-Capital Improvement Element -
CCSO Building 500 Build Out - Building

Account No.:

FD3003 - CC1232 - PRJ100609 - SC562000

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

REVIEWERS:

Department Reviewer	Action	Date	Comments
Purchasing Streeper, Lisa	Approved	4/22/2026 - 4:28 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County
Commissioners

DATE: 3/20/2026

FROM: Courtney K.
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

This amendment will add approximately 159.45 acres to the District and also remove approximately 25.70 acres from the District. After amendment, the CDD will encompass a total of approximately 1,104.02 acres.

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/22/2026 - 4:29 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE: 2/24/2026

FROM: Dodie Selig, Chief Planner,
AICP

SUBJECT:

The applicant has requested a continuation to the May 5, 2026, Planning Commission Meeting.

This application is a FLUM amendment to change 46.39 acres from Branran Field Primary Conservation Network (BF-PCN) to Branran Field Master Planned Community (BF-MPC).

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	3/31/2026 - 4:31 PM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	3/31/2026 - 7:19 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	3/31/2026 - 8:40 PM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

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

TO: The Board of County
Commissioners

DATE: 4/14/2026

FROM: Dodie Selig, AICP, Chief
Planner

SUBJECT:

A. COMP 25-0015

This application is a Comprehensive Plan Amendment that includes both text changes and a map amendment to increase the Lake Asbury Interchange Village Center (LA-IVC) at Henley Road.

B. ZON 25-0029

This application is a rezoning to increase the Lake Asbury Interchange Village Center (LA-IVC) at Henley Road.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The State reviewing agencies had no comments to the proposed amendment.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ COMP 25-0015 - Staff Report	Cover Memo	4/14/2026	COMP_25-0015_-_Staff_Report__(Adoption)dsada.pdf
▢ COMP 25-0015 - Ordinance	Ordinance	2/4/2026	ordinance_-_COMP_25-0015_final_w_exh.ADA_aw.pdf
▢ COMP 25-0015 - LA IVC Comp Plan pages	Backup Material	2/4/2026	LA_IVC_-_Comp_Plan_pages.pdf
▢ COMP 25-0015 - Application	Backup Material	2/4/2026	Application_-_forms.pdf

▢	COMP 25-0015 - Written Statement	Backup Material	2/4/2026	COMP_25-0015_-_Written_Statement.pdf
▢	ZON 25-0029 - Staff Report	Cover Memo	2/4/2026	ZON_25-0029_-_Staff_ReportADA_aw.pdf
▢	ZON 25-0029 - Ordinance	Ordinance	2/4/2026	ordinance_-_ZON_25-0029_final_w_exh.ADA_aw.pdf
▢	ZON 25-0029 - Application	Backup Material	2/4/2026	ZON_25-0029_-_Application.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	4/15/2026 - 1:37 PM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	4/15/2026 - 1:53 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/15/2026 - 4:57 PM	AnswerNotes



1 **Staff Report and Recommendations for COMP 25-0015**

2

3 **Copies of the application are available at the Clay County**
4 **Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5

6 **Owner / Applicant Information:**

Owner: AY Ventures, Inc.
Owner: Black Sound Development Company LLC
Agent: Susan Fraser (SLF Consulting, Inc.)
Phone: 904-591-8942
Email: slfraser@bellsouth.net

7

8 **Property Information**

Parcel IDs: 16-05-25-009339-005-00 and 16-05-25-009339-005-04	Parcel Address: on the east side of Henley Road at the intersection of Verbena Parkway
Current Land Use: Lake Asbury Rural Fringe (LA RF) and Lake Asbury Interchange Village Center (LA IVC)	Current Zoning: Lake Asbury Rural Fringe (LA RF) and Lake Asbury Interchange Village Center (LA IVC)
Proposed Land Use: Lake Asbury Interchange Village Center (LA IVC)	Acres affected by FLU change: 52 +/- acres
Commission District: 5, Comm. Burke	Planning District: Lake Asbury/Penney Farms

9

10 **Introduction:**

11 This application is a FLUM Amendment related to the Lake Asbury Interchange Village Center at CR 739
12 that would:

- 13 • Increase the total number of LA IVC acres allowed from 18.75 to 52.
- 14 • Reduce the minimum required acres for residential from 10% to 0%.
- 15 • Reduce the maximum required acres for residential from 50% to 30%.
- 16 • Amend the Future Land Use Map to clarify and increase the location of the LA IVC designation at
17 CR 739 for a portion of two parcels.

18

19 The subject parcels are located on the east side of Henley Road (CR 739) at the intersection with Verbena
20 Parkway. With the exception of a stormwater pond for Verbena Pkwy, the parcels are undeveloped.

21

22 A companion Rezoning application (ZON 25-0029) to make the same change to the zoning follows this
23 comprehensive plan amendment.

24

25 Note – On Figure 2 (Parcel Map), the 6 parcels called out in yellow south of Verbena Pkwy are not changing.

Figure 1 – Location Map

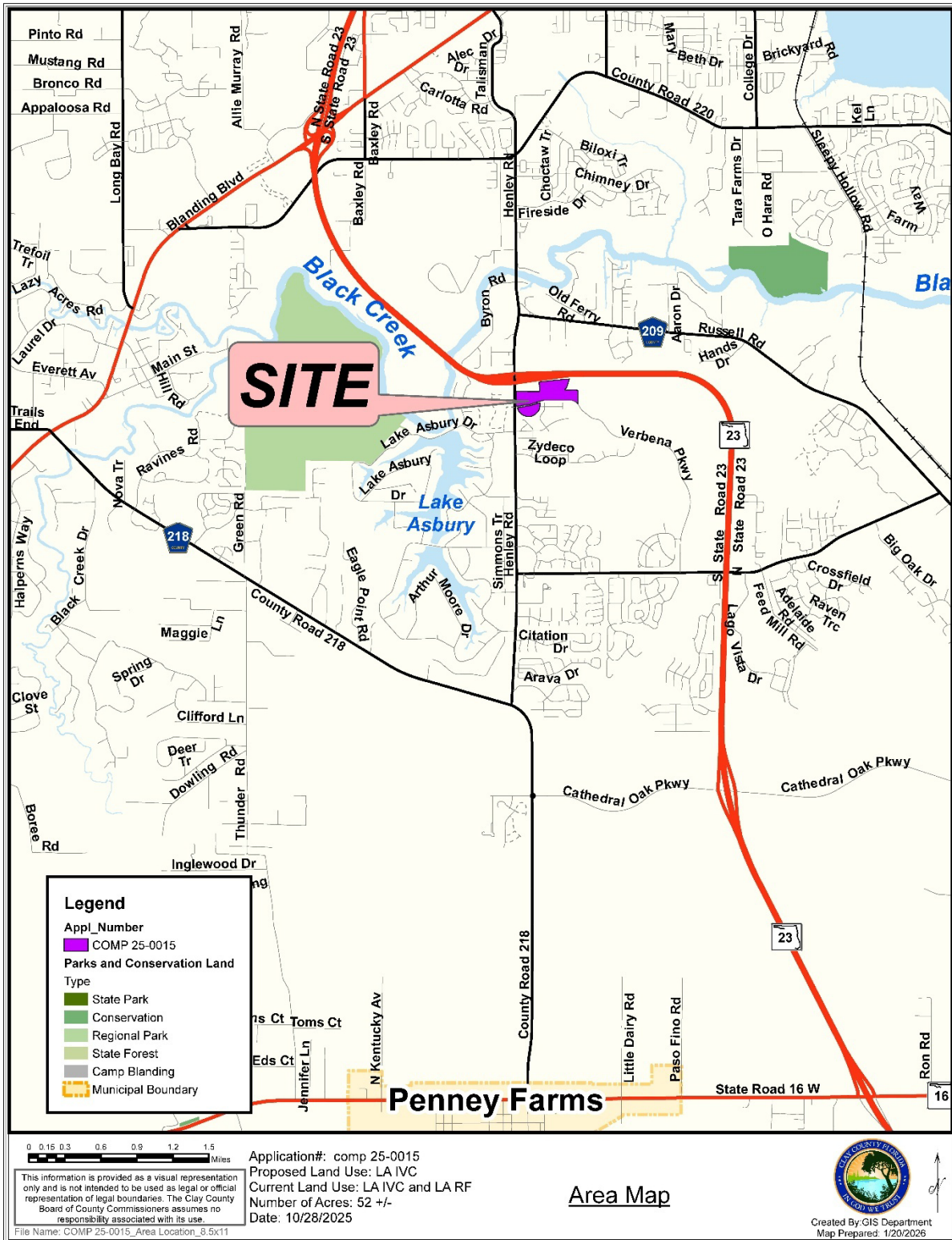


Figure 2 – Parcel Map

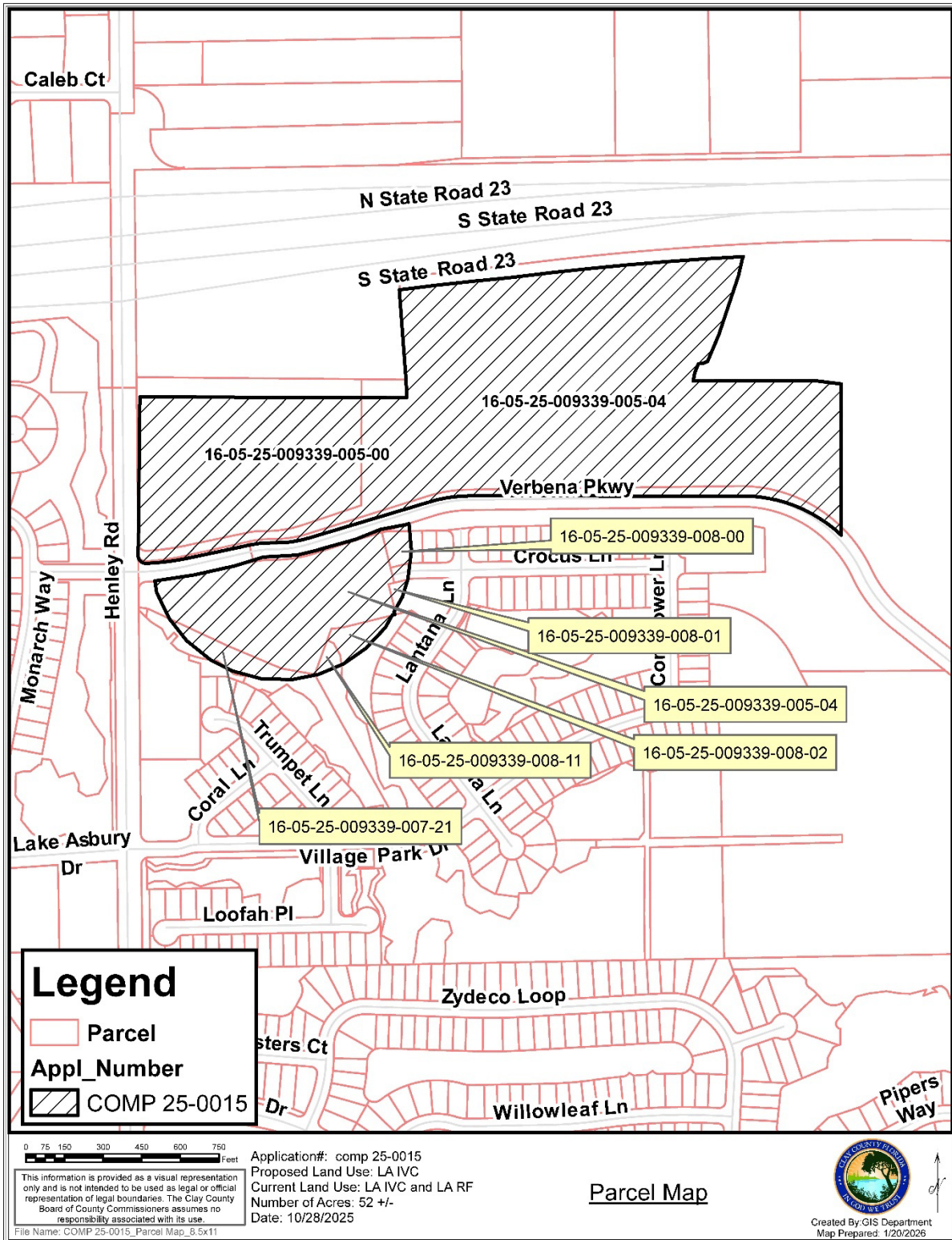


Figure 3 - Aerial Photo

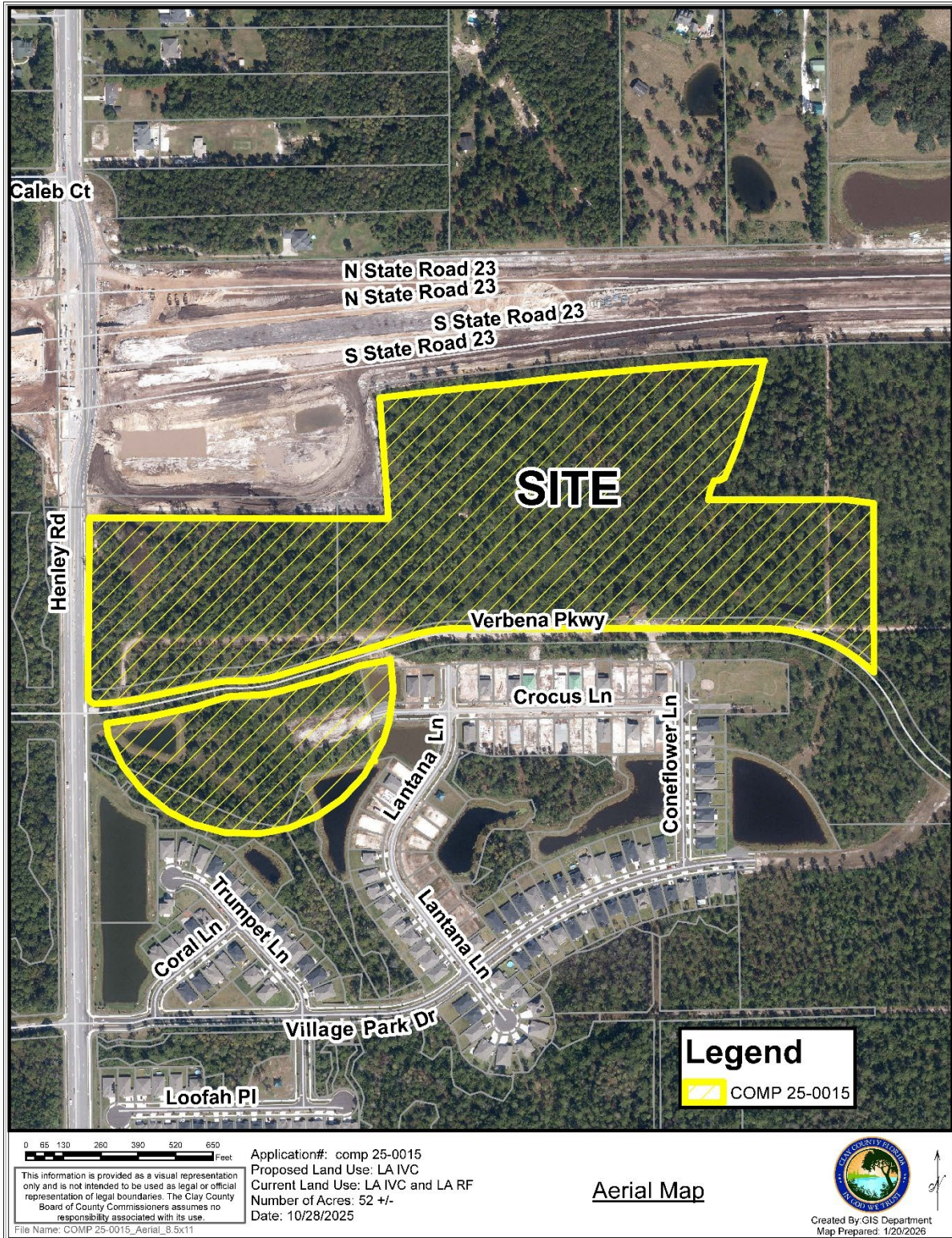
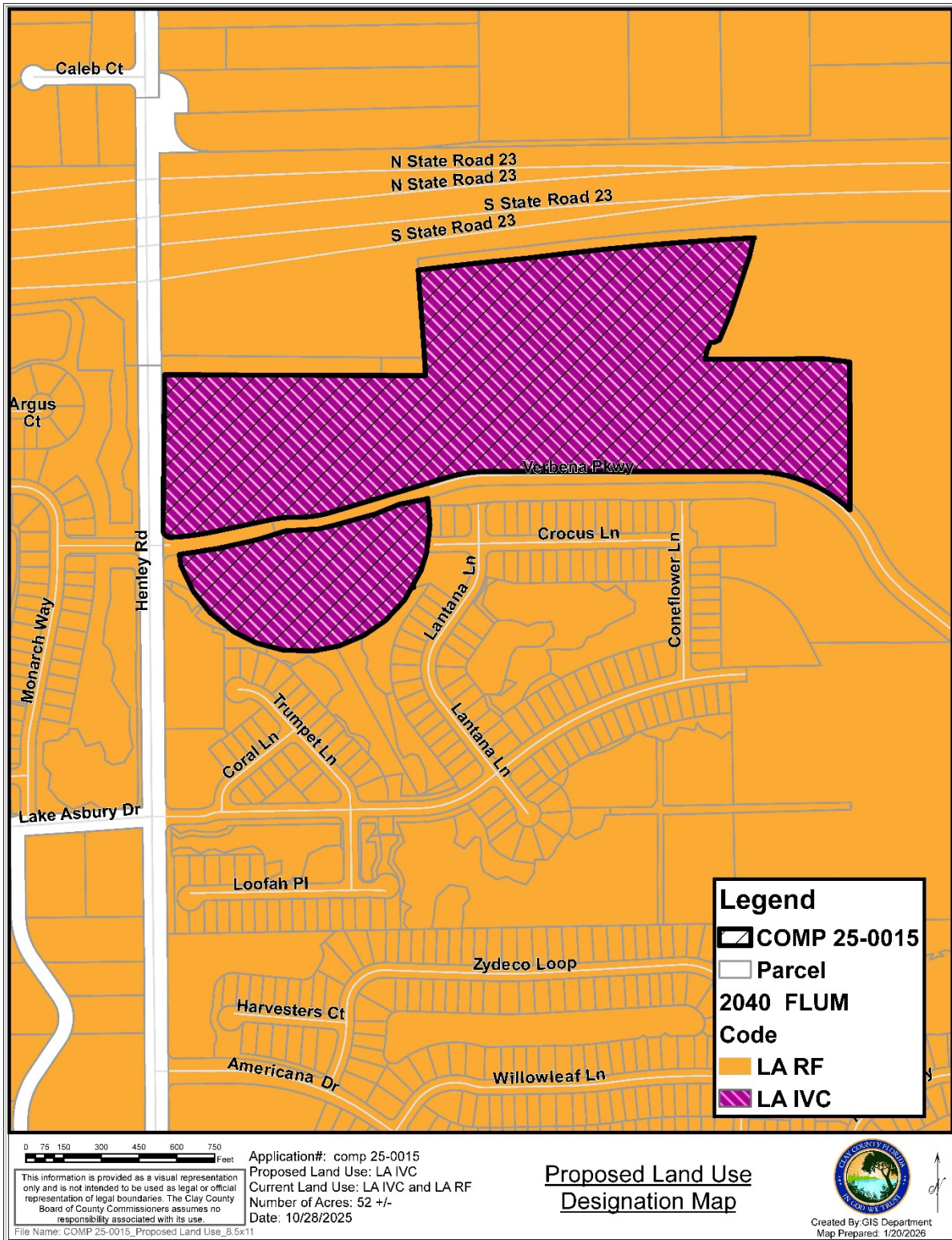


Figure 4 – Proposed Future Land Use Designation Map



34 **Project Impact Summary**

<u>Tax ID #</u>	<u>Acreage</u>	<u>Existing FLU Category</u>	<u>Existing Maximum Density / Intensity</u>	<u>Proposed FLU Category</u>	<u>Proposed Maximum Density / Intensity</u>	<u>Net Increase or Decrease in Maximum Density / Intensity</u>
009339-005-04	33.25 acres	Rural Fringe (RF)	3 units per net acre = 99 units	Interchange Village Center (LA IVC)	<u>9.975 acres residential = 29 units</u> <u>0.70 FAR</u>	<u>Reduction of 70 dwelling units.</u> <u>Addition of up to 709,701 sq.ft. commercial use.</u>

35
 36 The proposed change reduces the residential maximum density from 99 units to 29 dwelling units and
 37 allows up to 709,701 sq.ft. of commercial/retail floor area.
 38

39 **Availability of Services**

40 Traffic Facilities:

41 The County’s Mobility Fee will apply to any future development of this property.

42 Schools:

43 Any future residential development will be required to ensure school capacity exists.
 44

45 Recreation:

46 Both residential and commercial development will be required to provide recreational facilities according to
 47 the requirements of the Lake Asbury Master Plan.
 48

49 Water and Wastewater:

50 Water, sewer and reclaimed water are all available along CR 739 and on the south side of Verbena Parkway.
 51

52 Stormwater/Drainage:

53 Stormwater management for any new construction will need to meet County and Water Management District
 54 standards.

55 Solid Waste:

56 Clay County has existing solid waste capacity to serve the area.
 57

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

59 *Source: Environmental Protection Division, Georgia Department of Natural Resources,*

60

61 **Land Suitability:**

62 Soils:

63 See Figure 5.

64 Flood Plain:

65 The existing floodplain area on the subject parcel is not in an area intended for development. Any impact that
66 might occur will be required to be mitigated. See Figure 6.

67 Topography:

68 The subject parcel has roughly ten feet of slope from a high area in the center of the LA IVC to lower areas to
69 the east and west. See Figure 7.

70 Regionally Significant Habitat:

71 There have been black bear sightings to the north, east and south of the subject parcels. See Figure 8.

72 Historic Resources:

73 There are no historic resource structures on the subject parcel although historic structure locations have been
74 mapped to the northeast and west of the subject parcel. See Figure 9.

75 Compatibility with Military Installations:

76 The subject property is not located near Camp Blanding.

77

78 **Analysis of Surrounding Uses**

79 The proposed comprehensive plan amendment would expand the Lake Asbury Interchange Village Center
 80 (LA-IVC) for a portion of two parcels of land. The proposed amendment is in keeping with the evolving
 81 character of the surrounding districts as shown in the table below:

	Future Land Use	Zoning District
North	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)
South	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)
East	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)
West	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)

82

83 The surrounding districts are also impacted by the addition of an on/off ramp at the intersection of CR 739
 84 and the First Coast Expressway. This increases the demand for commercial/retail services in close proximity
 85 to the intersection along with the increased demand from the construction of the surrounding residential
 86 neighborhoods which also need local retail/service opportunities. Combined with the commuter corridor
 87 functionality of Henley Road, the proposed amendment makes the trade-off of existing residential land use
 88 density for an expansion of the LA IVC with its commercial/retail uses a better long term fit for the larger
 89 surrounding community.

90

Figure 5 – Soil Map

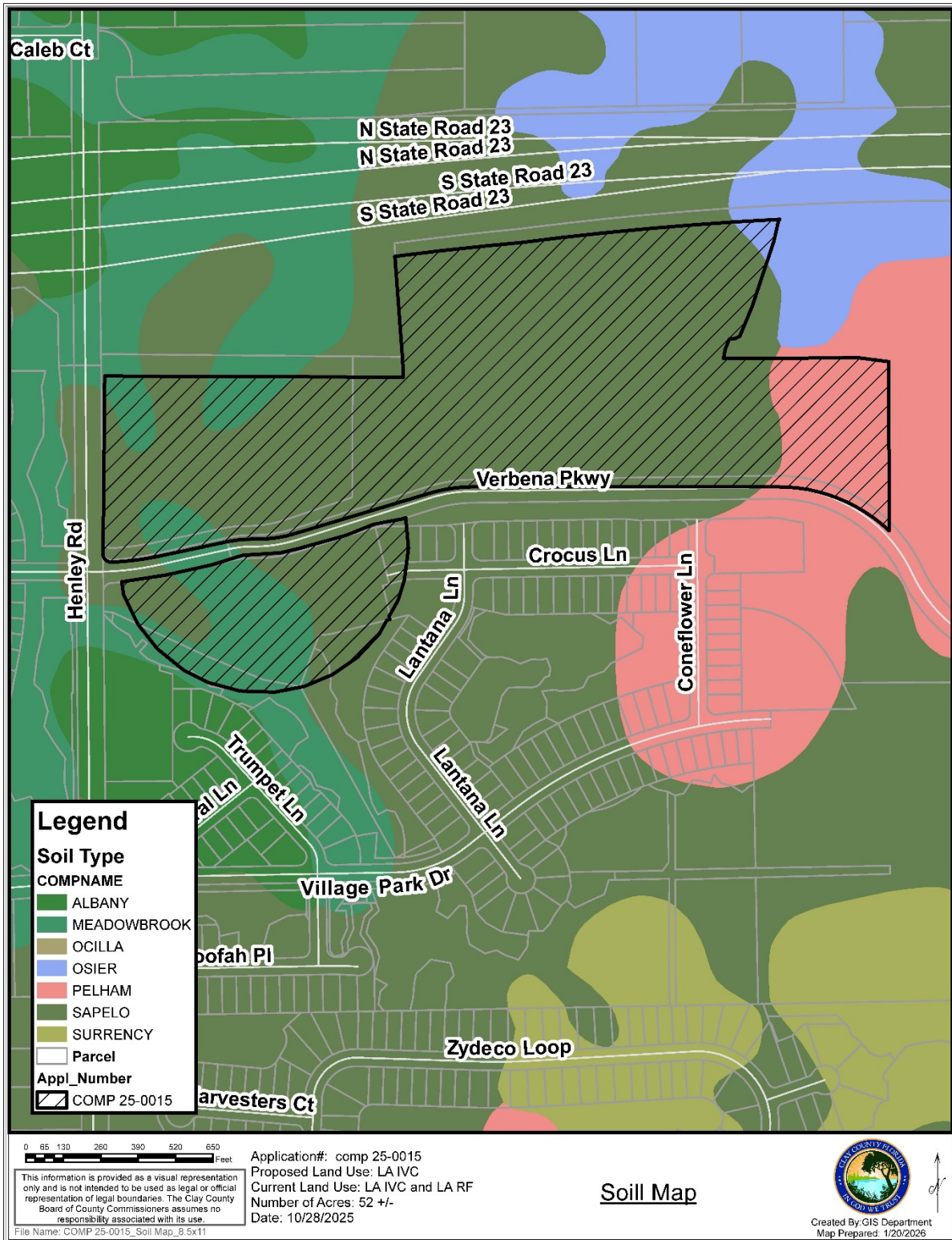


Figure 6 – Flood Zone Map

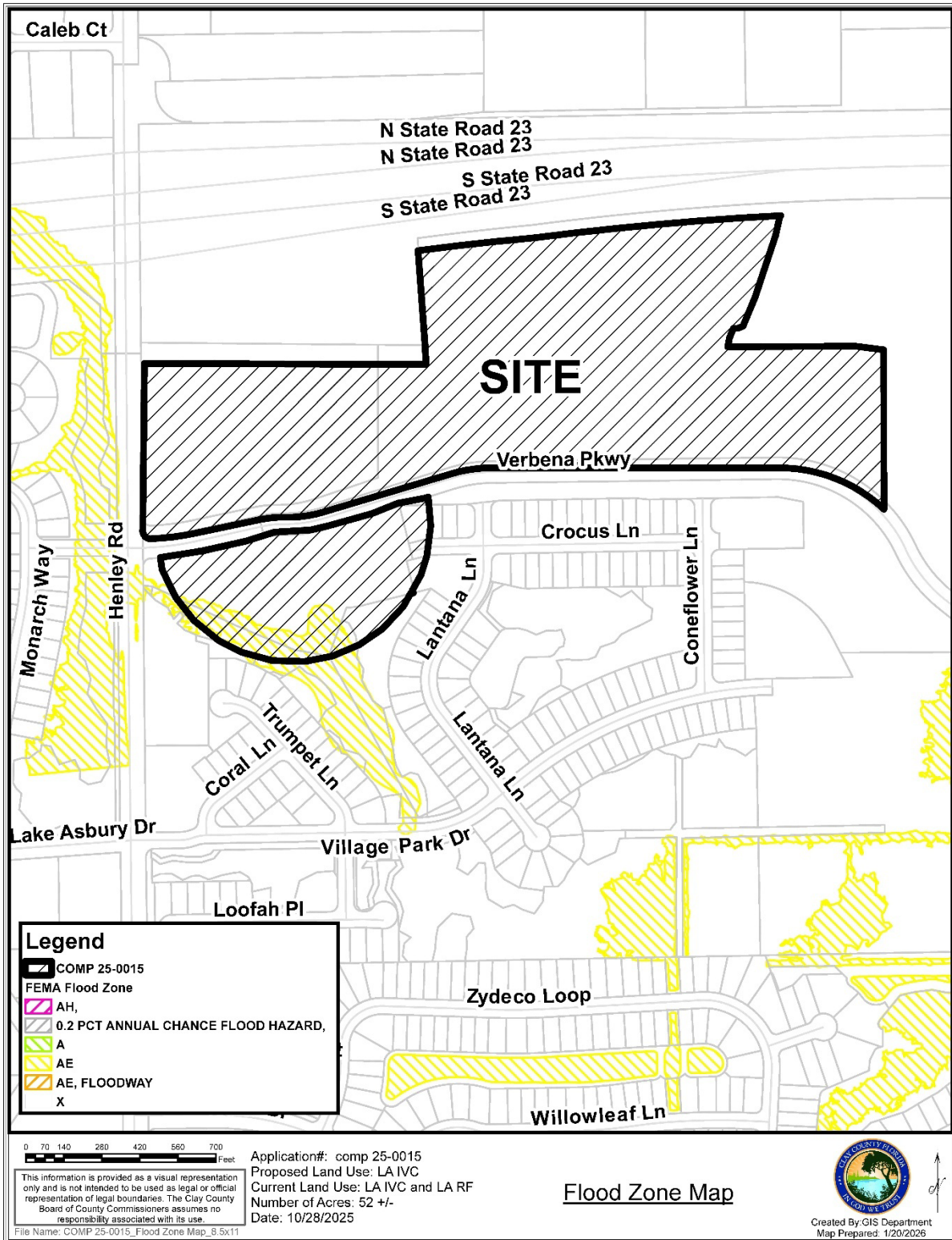


Figure 7 – Topography Map

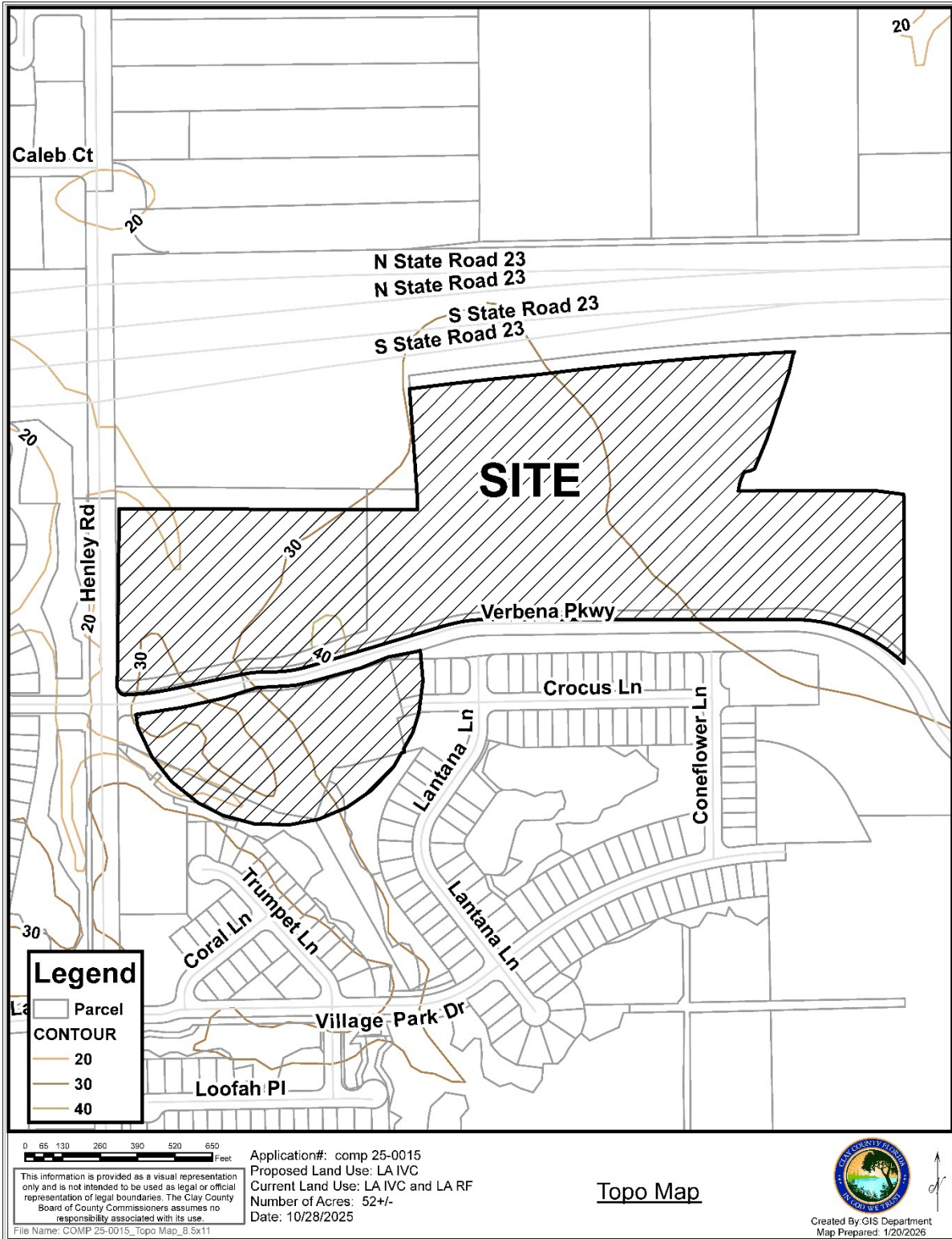


Figure 8 – Habitat Value Map

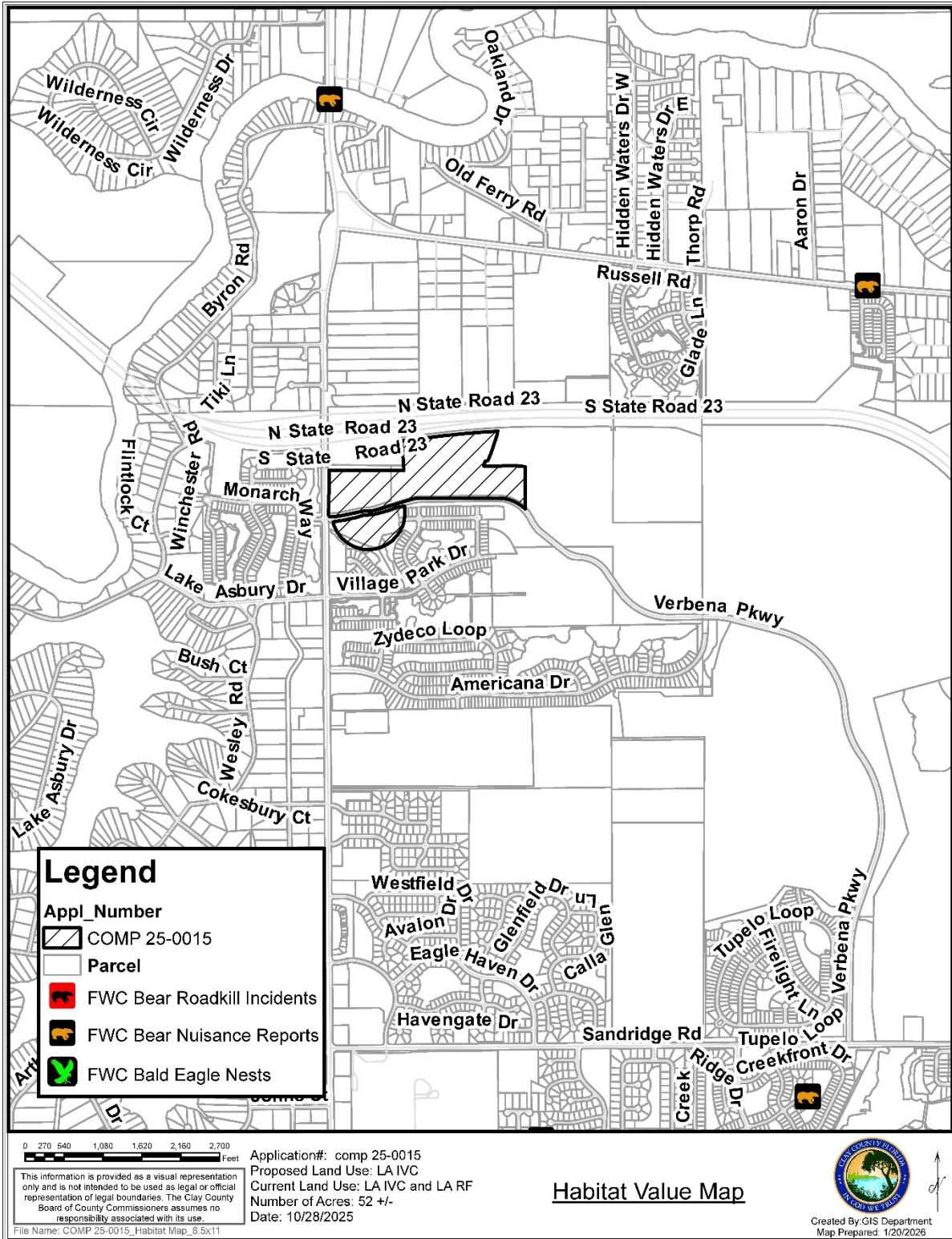
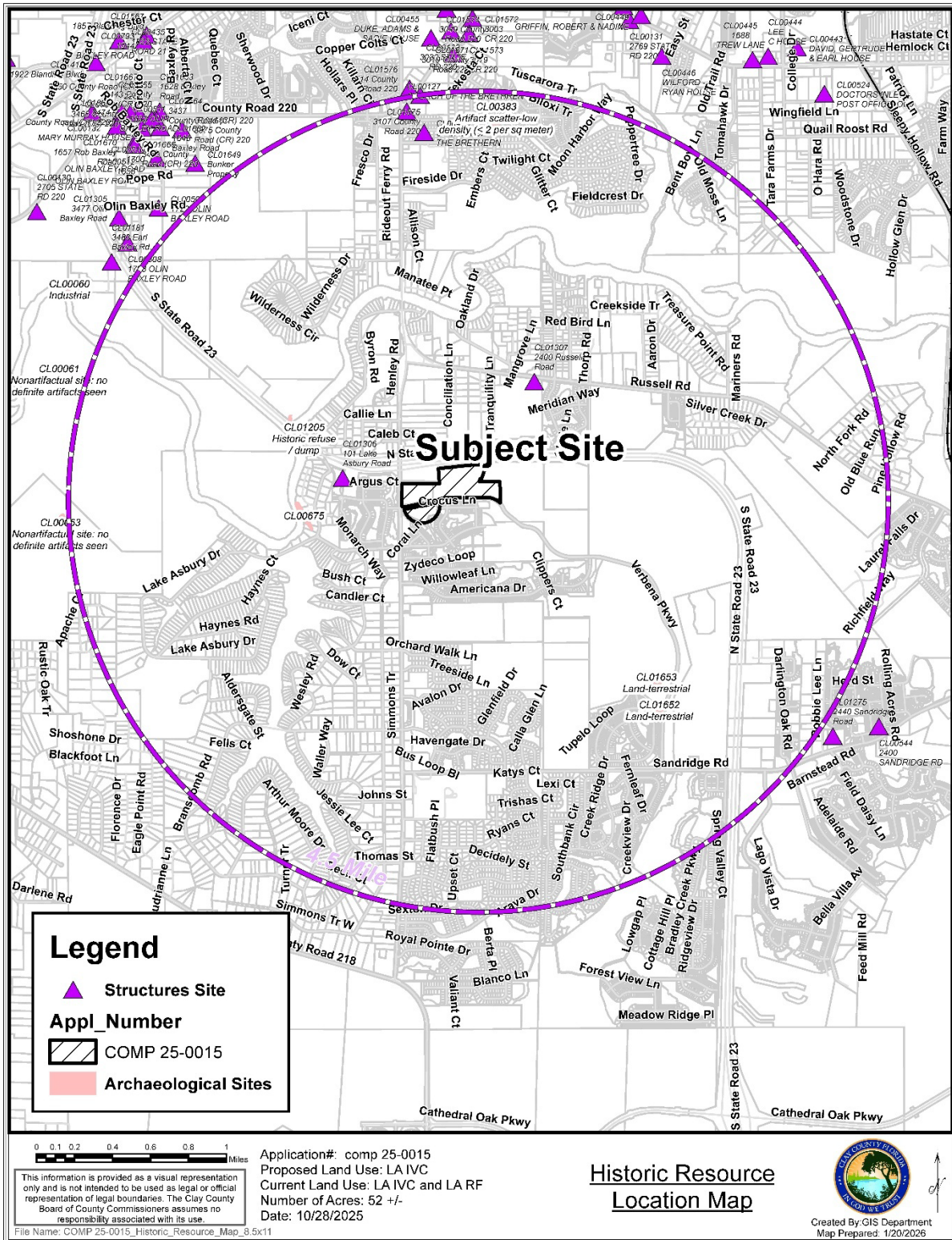


Figure 9 - Historical Resources



101 **Relevant Clay County 2045 Comprehensive Plan Policies**

102 The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment:

103 **LA FLU POLICY 1.4.10**

104 **Village Center and Interchange Village Center (LA VC and LA IVC)**

105 **Interchange Village Centers (LA IVC):**

106 The Interchange Village Centers (LA IVC) shall be located at the First Coast Expressway interchanges
107 with State Road 16 and County Road 739.

108 Within the IVCs, residential uses are allowed in the form of attached single-family, townhomes,
109 apartments, and upper floor units above nonresidential. Project residential density shall be between
110 six and 10 single family-attached and multi-family units per acre, not applicable to upper floor units
111 in nonresidential developments. Projects utilizing additional density associated with wetland-upland
112 buffer and/or environmentally significant land dedication, as described under policies associated with
113 Objective 1.2, shall be allowed a density of up to 16 units per net acre. Nonresidential Project Floor
114 Area Ratios shall not exceed 70%.

115 The IVCs shall be designed to provide connections to the surrounding pedestrian/bicycle path system
116 and to integrate with the street network of surrounding neighborhoods. Open space requirements
117 will provide park space which may be in the form of civic spaces, plazas, urban parks, or community
118 parks, including combinations thereof.

119 The Interchange Village Center located at State Road 16 shall have a maximum size of 150 acres.
120 Office and retail uses can be of a regional scale and shall not be limited to neighborhood and small
121 scale uses. Commercial uses are encouraged to be in a compact, walkable form accessible by sidewalk
122 however interstate uses located adjacent to the interchange and larger community/regional scale
123 commercial uses may be more auto oriented, provided enhanced pedestrian connectivity is
124 maintained within the IVC development, to the adjacent major transportation corridors and to
125 adjacent development. Permitted uses within this Interchange Village Center shall include light
126 industrial. Light industrial uses shall be limited to light manufacturing and processing, assembly,
127 packaging, fabrication, distribution, warehousing and storage of products that are not objectionable
128 to surrounding land uses with regard to safety, smoke, noise, odor, fumes, dust, toxic chemicals and
129 hazardous wastes. Light industrial performance standards shall be established in the Interchange
130 Village Center zoning designation to implement this land use category.

131 The Interchange Village Center located at County Road 739 shall have a maximum size of 18.75 acres.
132 Office and retail uses are not limited to neighborhood and small scale uses. Commercial uses are
133 encouraged to be in a compact, walkable form accessible by sidewalk however interstate uses located
134 adjacent to the interchange and larger community/regional scale commercial uses may be auto
135 oriented, provided enhanced pedestrian connectivity is maintained within the IVC development, to
136 adjacent major transportation corridors and to adjacent development. Light industrial shall not be a
137 permitted use within the C.R. 739 Interchange Village Center.

138
139

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

140
141

142 Analysis Regarding Urban Sprawl

143 As required by FS 163.3177, all proposed comprehensive plan amendments are to be analyzed to ensure that
144 urban sprawl and its negative impacts are not promoted. It is the intent of Clay County to discourage the
145 proliferation of Urban Sprawl.

146 **Statutory Indicators of the Promotion of Sprawl:**

147 FS 163.3177(6)(a)9.a - The primary indicators that a plan or plan amendment does not discourage the
148 proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist
149 of an analysis of the plan or plan amendment within the context of features and characteristics unique to each
150 locality in order to determine whether the plan or plan amendment:

- 151 (I.) *Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as*
152 *low-intensity, low-density, or single-use development or uses.*
- 153 (II.) *Promotes, allows, or designates significant amounts of urban development to occur in rural areas at*
154 *substantial distances from existing urban areas while not using undeveloped lands that are available*
155 *and suitable for development.*
- 156 (III.) *Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns*
157 *generally emanating from existing urban developments.*
- 158 (IV.) *Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native*
159 *vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers,*
160 *shorelines, beaches, bays, estuarine systems, and other significant natural systems.*
- 161 (V.) *Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active*
162 *agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime*
163 *farmlands and soils.*
- 164 (VI.) *Fails to maximize use of existing public facilities and services.*
- 165 (VII.) *Fails to maximize use of future public facilities and services.*
- 166 (VIII.) *Allows for land use patterns or timing which disproportionately increase the cost in time, money, and*
167 *energy of providing and maintaining facilities and services, including roads, potable water, sanitary*
168 *sewer, stormwater management, law enforcement, education, health care, fire and emergency*
169 *response, and general government.*
- 170 (IX.) *Fails to provide a clear separation between rural and urban uses.*
- 171 (X.) *Discourages or inhibits infill development or the redevelopment of existing neighborhoods and*
172 *communities.*
- 173 (XI.) *Fails to encourage a functional mix of uses.*
- 174 (XII.) *Results in poor accessibility among linked or related land uses.*
- 175 (XIII.) *Results in the loss of significant amounts of functional open space.*

176

177 **Statutory Indicators of the Discouragement of Sprawl:**

178 FS 163.3177(6)(a)9.b - The future land use element or plan amendment shall be determined to discourage the
179 proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or
180 more of the following:

- 181 (I.) *Directs or locates economic growth and associated land development to geographic areas of the*
182 *community in a manner that does not have an adverse impact on and protects natural resources and*
183 *ecosystems.*
- 184 (II.) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*
- 185 (III.) *Promotes walkable and connected communities and provides for compact development and a mix of*
186 *uses at densities and intensities that will support a range of housing choices and a multimodal*
187 *transportation system, including pedestrian, bicycle, and transit, if available.*
- 188 (IV.) *Promotes conservation of water and energy.*
- 189 (V.) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime*
190 *farmlands and soils.*
- 191 (VI.) *Preserves open space and natural lands and provides for public open space and recreation needs.*
- 192 (VII.) *Creates a balance of land uses based upon demands of the residential population for the*
193 *nonresidential needs of an area.*
- 194 (VIII.) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or*
195 *planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative*
196 *development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.*

197 **Staff Analysis regarding Sprawl:**

198 Specifically, the proposed amendment is determined to discourage the proliferation of urban sprawl because
199 it incorporates a development pattern or urban form that achieves the following four criteria under FS
200 163.3177(6)(a)9.b:

201 Staff Finding: (II.) Promotes the efficient and cost-effective provision or extension of public infrastructure
202 and services.

203 Staff Finding: (III.) Promotes walkable and connected communities and provides for compact development
204 and a mix of uses at densities and intensities that will support a range of housing choices and
205 a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

206 Staff Finding: (IV.) Promotes conservation of water and energy.

207 Staff Finding: (VII.) Creates a balance of land uses based upon demands of the residential population for
208 the nonresidential needs of an area.

209 **Recommendation**

210 Staff recommends Adoption of COMP 25-0015.

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 LA FLU POLICY 1.4.10 TO INCREASE THE TOTAL NUMBER OF ACRES ALLOWED FOR THE LAKE ASBURY INTERCHANGE VILLAGE CENTER (LA IVC) LOCATED AT CR 739 FROM 18.75 ACRES TO 52 ACRES; TO AMEND LA FLU POLICY 1.4.10 TO REDUCE THE PERCENTAGE OF THE MINIMUM REQUIRED ACRES FOR RESIDENTIAL USE FOR THE LA IVC AT CR 739 FROM 10% TO 0%; TO AMEND LA FLU POLICY 1.4.10 TO REDUCE THE PERCENTAGE OF THE MAXIMUM PERMITTED ACRES FOR RESIDENTIAL USE FOR THE LA IVC AT CR 739 FROM 50% TO 30%; TO AMEND THE FUTURE LAND USE MAP TO CLARIFY AND INCREASE THE LA IVC AT CR 739 FUTURE LAND USE DESIGNATION OF A PORTION OF TWO PARCELS OF LAND (TAX PARCEL IDENTIFICATION #s 16-05-25-009339-005-04 AND 16-05-25-009339-005-00), UP TO 52 ACRES, FROM LAKE ASBURY INTERCHANGE VILLAGE CENTER (LA IVC) AND LAKE ASBURY RURAL FRINGE (LA RF) TO LAKE ASBURY INTERCHANGE VILLAGE CENTER (LA IVC); 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,

WHEREAS, Application COMP 25-0015 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. 2025-10, as amended, is amended as provided in Sections 2 and 3 hereof.

Section 2. LA FLU Policy 1.4.10 of the Lake Asbury Master Plan Element of the adopted 2045 Comprehensive Plan is hereby amended as follows:

LA FLU Policy 1.4.10

VILLAGE CENTER AND INTERCHANGE VILLAGE CENTER (LA VC AND LA 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~~ 52 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 <u>at SR 16</u>	10%	50%
Residential <u>at CR 739</u>	40% <u>0%</u>	50% <u>30%</u>
Office	10%	No Max
Commercial/Retail	5%	65%
Light Industrial <u>at SR 16</u>	0%	No Max
Civic/Public Parks	10%	No Max

Section 3. The adopted Future Land Use Map of the Plan is hereby amended such that the Lake Asbury Interchange Village Center (LA IVC) Future Land Use designation for two parcels of land (tax parcel identification #s 16-05-25-009339-005-04 and 16-05-25-009339-005-00), totaling approximately 52 acres, described in Exhibits “A-1” through “A-6”, and depicted in Exhibit “A-7” is hereby changed as shown.

Section 4. 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 5. The Planning and Zoning staff are authorized and directed within 10 days of the date of adoption of this Ordinance to transmit the proposed amendment package to the Florida Department of Commerce, and to other reviewing agencies, as specified in Section 163.3184, Florida Statutes.

Section 6. In accordance with Section 163.3184, Florida Statutes, if the Plan amendment provided by this Ordinance is not timely challenged, then the effective date of said Plan shall be the 31st day after the date the Department of Commerce notifies the County that the Plan amendment is complete. If the Plan amendment is timely challenged, however, said effective date shall be the date a final order is entered by the Department of Commerce or the Administrative Commission determining the amendment to be in compliance. No development orders, development permits or land uses dependent on this Plan amendment may be issued or commence before they have become effective.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of April, 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"

Legal Description

8.31 acres

CPA for IVC at CR 739

A parcel of land consisting of a portion of Section 16, Township 5 South, Range 25 East, Clay County, Florida, together with a portion of Tracts "T" and "W", Village Park Unit 1A-1B, according to plat thereof recorded in Plat Book 63, pages 28 through 38 of the public records of said county and a portion of Tracts "D", "E" and "F", Village Park Unit 1-C, according to plat thereof recorded in Plat Book 65, pages 3 through 9 of said public records, together with a portion of Crocus Lane, said parcel being more particularly described as follows:

Begin at the northwest corner of said Tract "D", Village Park Unit 1-C, said corner being situated in the southerly line of Verbena Parkway; thence on said southerly line, run the following 5 courses: 1) South 73 degrees 19 minutes 13 seconds West, 275.67 feet; 2) westerly, along the arc of a curve concave northerly and having a radius of 530.00 feet, an arc distance of 166.12 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 17 minutes 58 seconds West, 165.44 feet; 3) westerly, along the arc of a curve concave southerly and having a radius of 314.12 feet, an arc distance of 73.24 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 36 minutes 01 second West, 73.08 feet; 4) South 78 degrees 09 minutes 34 seconds West, 248.43 feet; 5) westerly, along the arc of a curve concave northerly and having a radius of 1050.00 feet, an arc distance of 101.42 feet, said arc being subtended by a chord bearing and distance of South 80 degrees 55 minutes 34 seconds West, 101.38 feet; thence southeasterly, easterly and northeasterly, along the arc of a curve concave northerly and having a radius of 484.15 feet, an arc distance of 1534.56 feet to the said southerly line of Verbena Parkway, said arc being subtended by a chord bearing and distance of North 77 degrees 43 minutes 59 seconds East, 968.21 feet; thence on said southerly line, South 73 degrees 19 minutes 13 seconds West, 106.55 feet to the point of beginning; being 8.31 acres, more or less, in area.

Exhibit "A-2"

MAP OF

A parcel of land consisting of a portion of Section 16, Township 5 South, Range 25 East, Clay County, Florida, together with a portion of Tracts 'T' and 'W', Village Park Unit 1A-1B, according to plat thereof recorded in Plat Book 63, page 28 through 38 of the public records of said county and a portion of Tracts 'D', 'E' and 'F', Village Park Unit 1-C, according to plat thereof recorded in Plat Book 65, pages 3 through 9 of said public records, together with a portion of Crocus Lane.

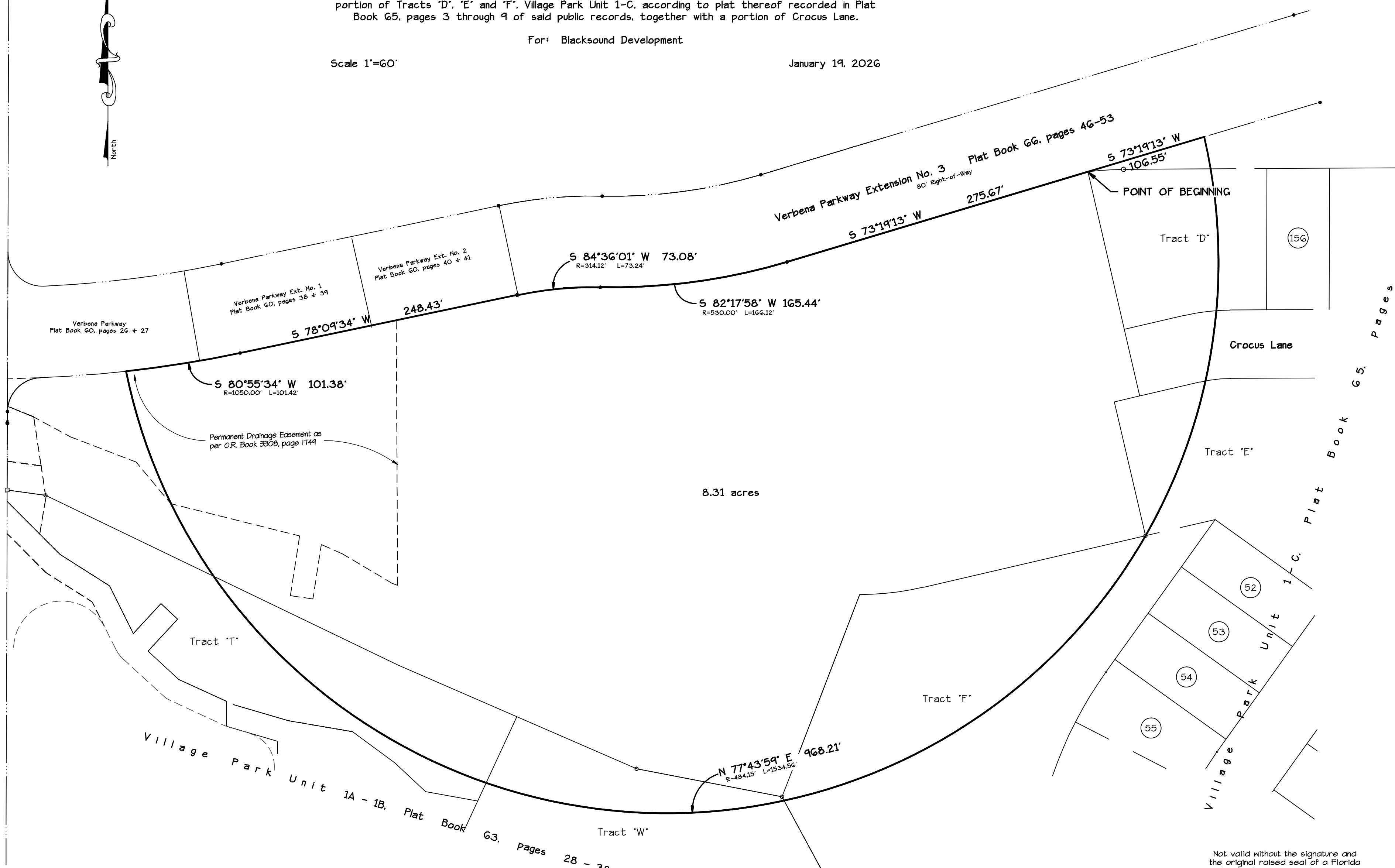
For: Blacksound Development

Scale 1"=60'

January 19, 2026



County Road No. 739 - Henley Road



Note:
This map was prepared for descriptive purposes only and does not represent an actual survey.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Elland

Harold T. Elland
License No. LS 2518

Elland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32073
Telephone 904-272-1000

Plat Book 65, Pages 3-9

Exhibit "A-3"

Legal Description 16.53 acres

A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin the northwest corner of Verbena Parkway as per plat thereof recorded in Plat Book 60, page 26 and 27 of the public records of said county, said corner being situated in the east right-of-way line of County Road No. 739 (a 94' right-of-way as presently established); thence on said east line, North 00 degrees 10 minutes 57 seconds East, 614.57 feet; thence South 89 degrees 48 minutes 07 seconds East, 45.34 feet; thence North 00 degrees 10 minutes 57 seconds East, 30.00 feet to the southwest corner of State Road No. 23, Parcel 117, Part "B"; thence on the south line thereof, South 89 degrees 48 minutes 07 seconds East, 990.89 feet to the easterly line thereof; thence on said easterly line, North 04 degrees 13 minutes 44 seconds West, 395.16 feet to the southerly line of said State Road No. 23; thence easterly, on said southerly line and along the arc of a curve concave northerly and having a radius of 11,658.00 feet, an arc distance of 431.12 feet, said arc being subtended by a chord bearing and distance of North 83 degrees 45 minutes 22 seconds East, 431.10 feet; thence continue on said southerly line and along the arc of a curve concave southerly and having a radius of 11,906.00 feet, an arc distance of 104.47 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 57 minutes 05 seconds East, 104.47 feet; thence South 00 degrees 45 minutes 18 seconds West, 224.91 feet; thence North 89 degrees 27 minutes 05 seconds West, 252.99 feet; thence South 00 degrees 32 minutes 55 seconds West, 641.30 feet to the northerly line of said Verbena Parkway Extension No. 3 as per plat thereof recorded in Plat Book 66, pages 46 through 53 of the public records of said county; thence on the northerly of said Verbena Parkway, run the following 7 courses: 1) southwesterly, along the arc of a curve concave southeasterly and having a radius of 550.00 feet, an arc distance of 153.33 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 18 minutes 25 seconds West, 152.84 feet; 2) South 73 degrees 19 minutes 13 seconds West, 488.13 feet; 3) southwesterly, along the arc of a curve concave northwesterly and having a radius of 450.00 feet, an arc distance of 141.04 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 17 minutes 58 seconds West, 140.47 feet; 4) southwesterly, along the arc of a curve concave southeasterly and having a radius of 400.00 feet, an arc distance of 91.59 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 43 minutes 08 seconds West, 91.39 feet; 5) South 78 degrees 09 minutes 33 seconds West, 248.42 feet; 6) southwesterly, along the arc of a curve concave northwesterly and having a radius of 970.00 feet, an arc distance of 157.34 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 48 minutes 22 seconds West, 157.17 feet; 7) northwesterly, along the arc of a curve concave northeasterly and having a radius of 30.00 feet, an arc distance of 48.55 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 46 degrees 10 minutes 57 seconds West, 43.42 feet; being 16.53 acres, more or less, in area.

Subject to a perpetual slope easement as per Official Records Book 3308, page 1746 of said public records.

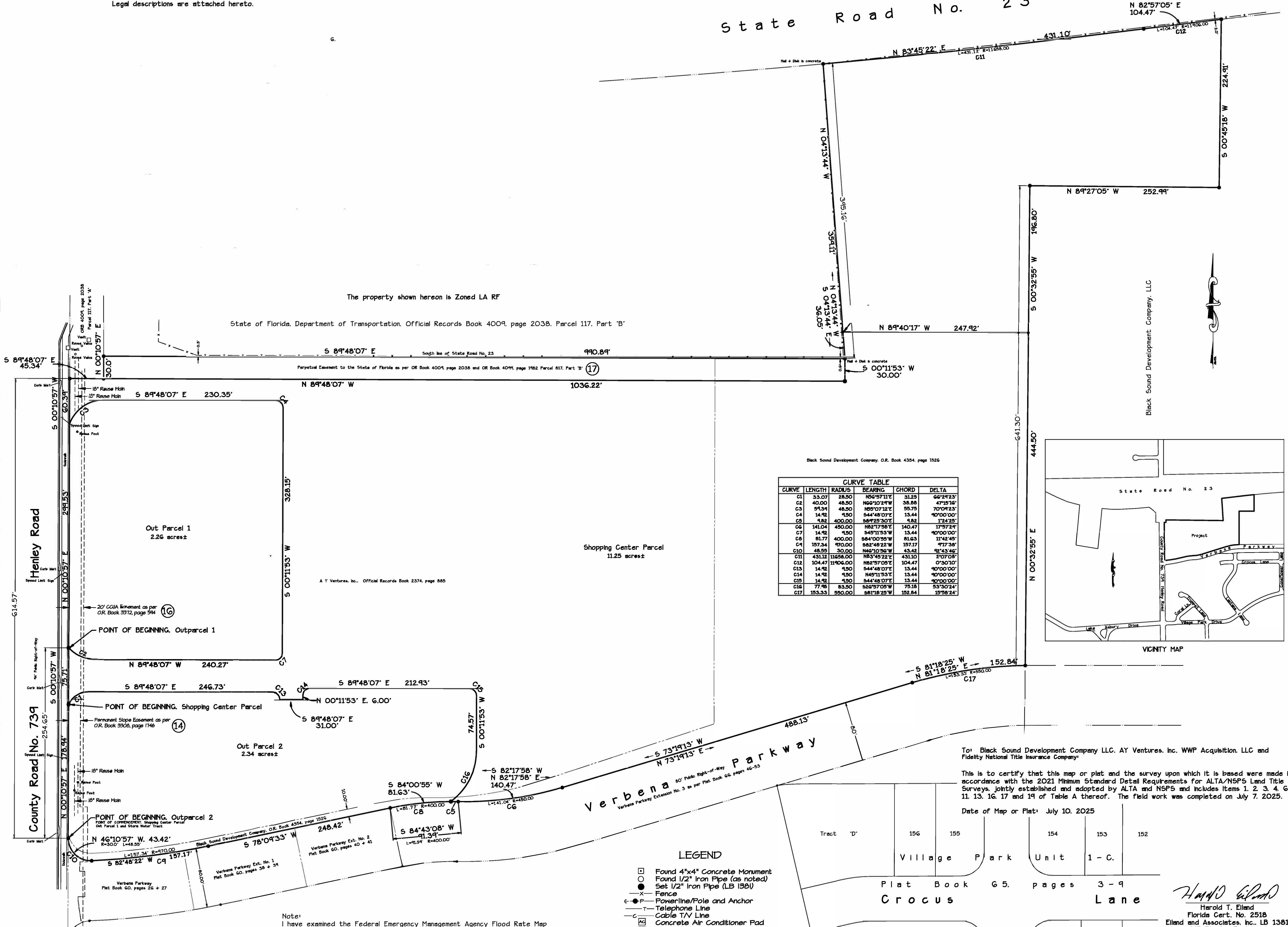
Also, subject to a 20 foot wide utility easement as per Official Records Book 3372, page 594 of said public records.

Also, subject to a perpetual drainage easement as per Official Records Book 4009, page 2038 and Official Reords Book 1982, page 817, Part “B”.

Exhibit "A-4"

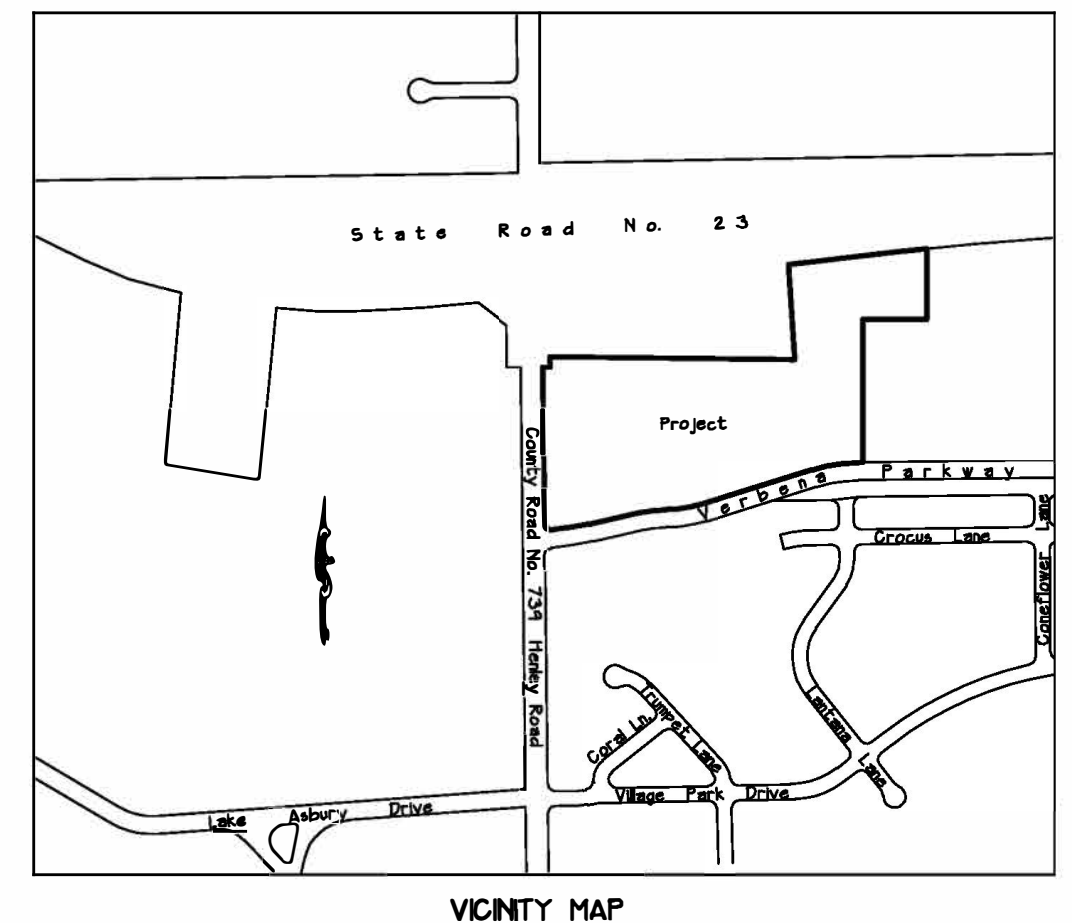
MAP SHOWING ALTA/NSPS LAND TITLE SURVEY OF
 Several parcels of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida
 Certified to: AY Ventures, Inc. and Blacksound Development Company LLC
 Scale 1" = 60'
 Date of survey: July 7, 2025
 Legal descriptions are attached hereto.

State Road No. 23



Black Sound Development Company, O.R. Book 4354, page 1526

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	33.07	28.50	N56°57'11" E	31.25	66°24'23"
C2	40.00	48.50	N66°10'24" W	38.88	47°19'16"
C3	54.34	48.50	N59°07'12" E	55.75	70°04'23"
C4	14.92	4.50	S44°48'07" E	13.44	40°00'00"
C5	4.82	400.00	S84°22'30" E	4.82	174°28"
C6	141.04	450.00	N82°17'58" E	140.47	175°24"
C7	14.92	4.50	S44°48'07" E	13.44	40°00'00"
C8	81.77	400.00	S84°00'55" W	81.63	114°42'45"
C9	157.34	470.00	S82°48'22" W	157.17	117°38"
C10	48.99	30.00	N40°10'57" W	43.42	92°43'46"
C11	431.12	11906.00	N83°42'22" E	431.10	207°08"
C12	104.47	11906.00	N82°57'05" E	104.47	0°30'10"
C13	14.92	4.50	S44°48'07" E	13.44	40°00'00"
C14	14.92	4.50	N40°10'57" E	13.44	40°00'00"
C15	14.92	4.50	S44°48'07" E	13.44	40°00'00"
C16	77.98	83.50	S26°07'05" W	75.18	53°30'24"
C17	153.33	550.00	S81°18'25" E	152.84	19°58'24"



Black Sound Development Company, O.R. Book 4354, page 1526

TRACT	AREA	ACRES		
156	155	154	153	152

- LEGEND**
- Found 4"x4" Concrete Monument
 - Found 1/2" Iron Pipe (as noted)
 - Set 1/2" Iron Pipe (LB 158)
 - X — Fence
 - P — Powerline/Pole and Anchor
 - T — Telephone Line
 - C — Cable TV Line
 - A — Concrete Air Conditioner Pad
 - E — Concrete Elec. Transformer Pad
 - M — Right-of-Way Line

Village Park Unit 1-C
 Plat Book G5, pages 3-9
 Crocus Lane

Harold T. Eiland
 Florida Cert. No. 2518
 Eiland and Associates, Inc., LB 1381
 Orange Park, Florida 32067-1000

- GENERAL NOTES**
- Bearings shown hereon are based on the record bearing of N 00°10'57" E for the east line of County Road No. 739.
 - This survey was based on Fidelity National Title Insurance Company's Title Commitment No. 12504796, dated June 20, 2025.
 - Underground utilities serving or crossing this property have not been located or shown.
 - Easements shown hereon are for drainage and utilities unless noted otherwise.
 - This survey depicts visible improvements only; no underground improvements or footings were located.

FF No. 46:113D Field Book 1686:10

Job No. 45604-B

Note: I have examined the Federal Emergency Management Agency Flood Rate Map dated March 17, 2014, and find that this property is situated in Flood Zone "X".

Shopping Center Parcel

A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northwest corner of Verbena Parkway as per plat thereof recorded in Plat Book 60, pages 26 and 27 of the public records of said county, said corner being situated in the east right-of-way line of County Road No. 739 (a 94' right-of-way as presently established); thence on said east line, North 00 degrees 10 minutes 57 seconds East, 178.94 feet to the point of beginning; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 28.50 feet, an arc distance of 33.07 feet, said arc being subtended by a chord bearing and distance of North 56 degrees 57 minutes 11 seconds East, 31.25 feet; thence South 89 degrees 48 minutes 07 seconds East, 246.73 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 89 degrees 48 minutes 07 seconds East, 31.00 feet; thence North 00 degrees 11 minutes 53 seconds East, 6.00 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of North 45 degrees 11 minutes 53 seconds East, 13.44 feet; thence South 89 degrees 48 minutes 07 seconds East, 212.93 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 00 degrees 11 minutes 53 seconds West, 74.57 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 83.50 feet, an arc distance of 77.98 feet to the north line of Verbena Parkway Extension No. 3 as per plat thereof recorded in Plat Book 66, pages 46 through 53 of said public records, said arc being subtended by a chord bearing and distance of South 26 degrees 57 minutes 05 seconds West, 75.18 feet; thence easterly, on said north line and along the arc of a curve concave southerly and having a radius of 400.00 feet, an arc distance of 9.82 feet, said arc being subtended by a chord bearing and distance of South 89 degrees 25 minutes 30 seconds East, 9.82 feet; thence continue on said north line and along the arc of a curve concave northerly and having a radius of 450.00 feet, an arc distance of 141.04 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 17 minutes 58 seconds East, 140.47 feet; thence continue on said north line, North 73 degrees 19 minutes 13 seconds East, 488.13 feet; thence continue on said north line and along the arc of a curve concave southerly and having a radius of 550.00 feet, an arc distance of 153.33 feet, said arc being subtended by a chord bearing and distance of North 81 degrees 18 minutes 25 seconds East, 152.84 feet; thence North 00 degrees 32 minutes 55 seconds East, 444.50 feet; thence North 89 degrees 40 minutes 17 seconds West, 247.92 feet to the east line of State Road No. 23, Parcel 117, Part B; thence on said east line, South 04 degrees 13 minutes 44 seconds East, 36.05 feet to the south line thereof; thence on said south line, North 89 degrees 48 minutes 07 seconds West, 990.89 feet; thence South 00 degrees 10 minutes 57 seconds West, 30.00 feet; thence North 89 degrees 48 minutes 07 seconds West, 45.34 feet to the east line of said County Road No. 739; thence on said east line, South 00 degrees 10 minutes 57 seconds West, 60.39 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 48.50 feet, an arc distance of 59.39 feet, said arc being subtended by a chord bearing and distance of North 55 degrees 07 minutes 12 seconds East, 55.75 feet; thence South 89 degrees 48 minutes 07 seconds East, 230.35 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 00 degrees 11 minutes 53 seconds West, 328.15 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 45 degrees 11 minutes 53 seconds West, 13.44 feet; thence North 89 degrees 48 minutes 07 seconds West, 240.27 feet; thence northwesterly, along the arc of a curve concave northeasterly and having a radius of 48.50 feet, an arc distance of 40.00 feet to said east line of County Road No. 739, said arc being subtended by a chord bearing and distance of North 66 degrees 10 minutes 29 seconds West, 38.88 feet; thence on said east line, South 00 degrees 10 minutes 57 seconds West, 75.71 feet to the point of beginning; being 11.93 acres, more or less, in area.

Subject to a permanent slope easement as per Official Records Book 3308, page 1746 of said public records;

Also, subject to a 20 foot wide utility easement as per Official Records Book 3372, page 594 of said public records.

Also, subject to a perpetual drainage easement as per Official Records Book 4009, page 2018 and Official Records Book 4099, page 1982, Parcel 817, Part 'B'.

Out Parcel 1

A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northwest corner of Verbena Parkway as per plat thereof recorded in Plat Book 60, page 26 and 27 of the public records of said county, said corner being situated in the east right-of-way line of County Road No. 739 (a 94' right-of-way as presently established); thence on said east line, North 00 degrees 10 minutes 57 seconds East, 254.65 feet to the point of beginning; thence continue North 00 degrees 10 minutes 57 seconds East, 299.53 feet; thence northeasterly, along the arc of a curve concave south- easterly and having radius of 48.50 feet, an arc distance of 59.39 feet, said arc being subtended by a chord bearing and distance of North 55 degrees 07 minutes 12 seconds East, 55.75 feet; thence South 89 degrees 48 minutes 07 seconds East, 230.35 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 00 degrees 11 minutes 53 seconds West, 328.15 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 45 degrees 11 minutes 53 seconds West, 13.44 feet; thence North 89 degrees 48 minutes 07 seconds West, 240.27 feet; thence northwesterly, along the arc of a curve concave northeasterly and having a radius of 48.50 feet, an arc distance of 40.00 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 66 degrees 10 minutes 29 seconds West, 38.88 feet; being 2.26 acres, more or less, in area.

Subject to a permanent slope easement as per Official Records Book 3308, page 1746 of said public records.

Also, subject to a 20 foot wide utility easement as per Official Records Book 3372, page 594 of said public records.

Out Parcel 2

A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the northwest corner of Verbena Parkway as per plat thereof recorded in Plat Book 60, pages 26 and 27 of the public records of said county, said corner being situated in the east right-of-way line of County Road No. 739 (a 94' right-of-way as presently established); thence on said east line, North 00 degrees 10 minutes 57 seconds East, 178.94 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 28.50 feet, an arc distance of 33.07 feet, said arc being subtended by a chord bearing and distance of North 56 degrees 57 minutes 11 seconds East, 31.25 feet; thence South 89 degrees 48 minutes 07 seconds East, 246.73 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 89 degrees 48 minutes 07 seconds East, 31.00 feet; thence North 00 degrees 11 minutes 53 seconds East, 6.00 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of North 45 degrees 11 minutes 53 seconds East, 13.44 feet; thence South 89 degrees 48 minutes 07 seconds East, 212.93 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 00 degrees 11 minutes 53 seconds West, 74.57 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 83.50 feet, an arc distance of 77.98 feet to the north line of Verbena Parkway Extension No. 3 as per plat thereof recorded in Plat Book 66, pages 46 through 53 of said public records, said arc being subtended by a chord bearing and distance of South 26 degrees 57 minutes 05 seconds West, 75.18 feet; thence westerly, on said north line and along the arc of a curve concave southerly and having a radius of 400.00 feet, an arc distance of 81.77 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 00 minutes 55 seconds West, 81.63 feet; thence continue on the north line of said Verbena Parkway, the following 3 courses: 1) South 78 degrees 09 minutes 33 seconds West, 248.42 feet; 2) westerly, along the arc of a curve concave northerly and having a radius of 970.00 feet, an arc distance of 157.34 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 48 minutes 22 seconds West, 157.17 feet; 3) northwesterly, along the arc of a curve concave northeasterly and having a radius of 30.00 feet, an arc distance of 48.55 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 46 degrees 10 minutes 57 seconds West, 43.42 feet; being 2.34 acres, more or less, in area.

Subject to a permanent slope easement as per Official Records Book 3308, page 1746 of said public records.

Also, subject to a 20 foot wide utility easement as per Official Records Book 3372, page 594 of said public records.

Harold T. Eiland
 Harold T. Eiland
 Florida Cert. No. 2518
 Eiland and Associates, Inc., 1B 1381
 615 Blending Boulevard
 Orange Park, Florida 32067-1000

Exhibit "A-5"

Legal Description Proposed Interchange Village Center Land Use Portion of Parcel 16-05-25-009339-005-04

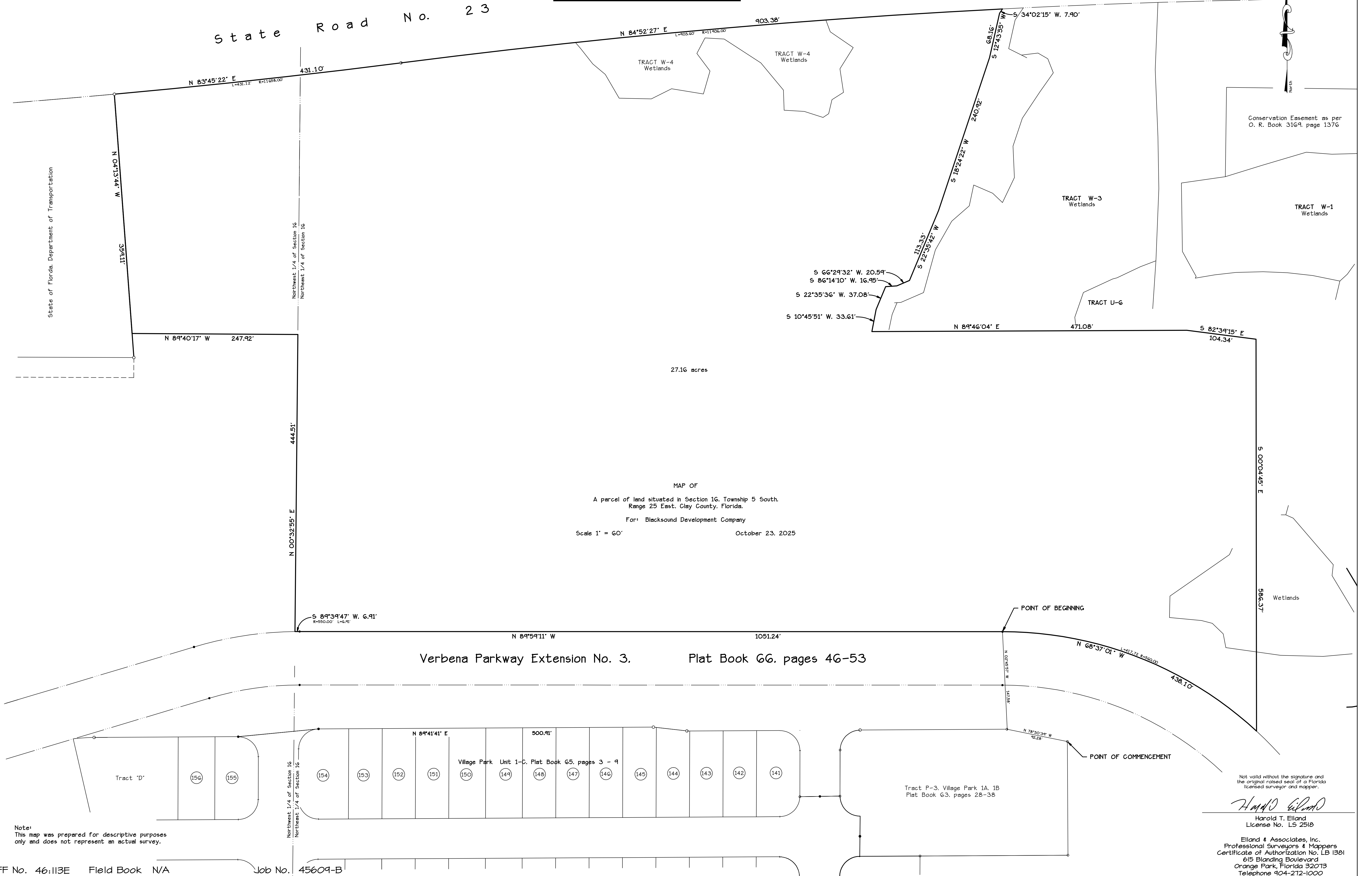
A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northeast corner of Tract P-3, Village Park Unit 1A, 1B, according to plat thereof recorded in Plat Book 63, pages 28 through 38 of the public records of said county; thence on the northerly line thereof, North 78 degrees 30 minutes 39 seconds West, 92.28 feet; thence North 02 degrees 45 minutes 57 seconds West, 147.58 feet to the north line of Verbena Parkway Extension No. 3, according to plat thereof recorded in Plat Book 66, pages 46 through 53 of said public records and the point of beginning; thence on said north line, North 89 degrees 59 minutes 11 seconds West, 1051.24 feet; thence continue on said north line and along the arc of a curve concave southerly and having a radius of 550.00 feet, an arc distance of 6.91 feet, said arc being subtended by a chord bearing and distance of South 89 degrees 39 minutes 47 seconds West, 6.91 feet; thence North 00 degrees 32 minutes 55 seconds East, 444.51 feet; thence North 89 degrees 40 minutes 17 seconds West, 247.92 feet; thence North 04 degrees 13 minutes 44 seconds West, 359.11 feet to the south line of State Road No. 23; thence easterly, on said south line and along the arc of a curve concave northerly and having a radius of 11,658.00 feet, an arc distance of 431.12 feet, said arc being subtended by a chord bearing and distance of North 83 degrees 45 minutes 22 seconds East, 431.10 feet; thence continue on said south line and along the arc of a curve concave southerly and having a radius of 11,906.00 feet, an arc distance of 903.60 feet, said arc being subtended by a chord bearing and distance of North 84 degrees 52 minutes 27 seconds East, 903.38 feet; thence South 34 degrees 02 minutes 15 seconds West, 7.90 feet; thence South 12 degrees 43 minutes 55 seconds West, 68.16 feet; thence South 18 degrees 24 minutes 22 seconds West, 240.92 feet; thence South 22 degrees 35 minutes 42 seconds West, 113.33 feet; thence South 66 degrees 29 minutes 32 seconds West, 20.59 feet; thence South 86 degrees 14 minutes 10 seconds West, 16.95 feet; thence South 22 degrees 35 minutes 36 seconds West, 37.08 feet; thence South 10 degrees 45 minutes 51 seconds West, 33.61 feet; thence North 89 degrees 46 minutes 04 seconds East, 471.08 feet; thence South 82 degrees 39 minutes 15 seconds East, 104.34 feet; thence South 00 degrees 04 minutes 45 seconds East 586.37 feet to said north line of Verbena Parkway Extension No. 3; thence on said north line and along the arc of a curve concave southwesterly and having a radius of 560.00 feet, an arc distance of 417.72 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 68 degrees 37 minutes 01 second West, 438.10 feet; being 27.16 acres, more or less, in area.

October 24, 2025

Exhibit "A-6"

State Road No. 23



MAP OF
 A parcel of land situated in Section 16, Township 5 South,
 Range 25 East, Clay County, Florida.
 For: Blacksound Development Company
 Scale 1" = 60' October 23, 2025

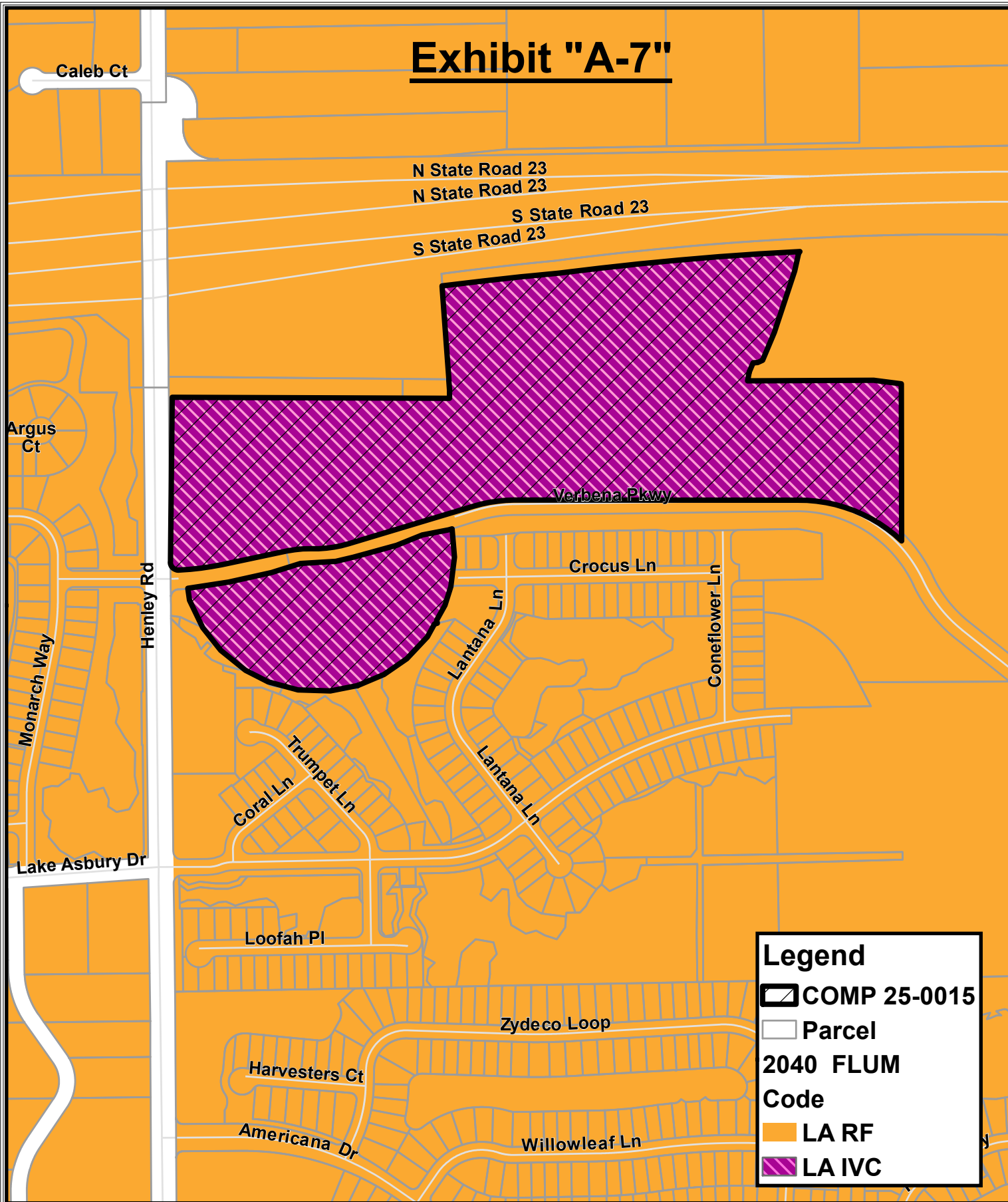
Verberna Parkway Extension No. 3. Plat Book 66, pages 46-53

Note:
 This map was prepared for descriptive purposes
 only and does not represent an actual survey.





Not valid without the signature and
 the original raised seal of a Florida
 licensed surveyor and mapper.
Harold T. Eiland
 Harold T. Eiland
 License No. LS 251B
 Eiland & Associates, Inc.
 Professional Surveyors & Mappers
 Certificate of Authorization No. LB 1381
 615 Blanding Boulevard
 Orange Park, Florida 32073
 Telephone 904-272-1000

FF No. 46:113E Field Book N/A Job No. 45609-B

Exhibit "A-7"



Legend

-  COMP 25-0015
-  Parcel
- 2040 FLUM Code**
-  LA RF
-  LA IVC



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.

Application#: comp 25-0015
 Proposed Land Use: LA IVC
 Current Land Use: LA IVC and LA RF
 Number of Acres: 52 +/-
 Date: 10/28/2025

Proposed Land Use Designation Map



Created By: GIS Department
 Map Prepared: 1/20/2026

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-acre commercial hub of the Lake Asbury planning district. This land use



Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: 9/26/2025		CAC Meeting Date (if applicable): 11/13 LA-PF
Date Rec: 10-3-2025	Received By: EF	IMS #: COMP 25-0015

Amendment to the Comprehensive Plan Application

Owner's Name: AY Ventures, Inc.		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 634 SW 137th Way		
City: Newberry	State: Florida	Zip Code: 32669
Phone: 904-591-8942 (agent)	Email: slfraser@bellsouth.net (agent)	

Parcel Information

Parcel Identification Number Including Section, Township and Range: 16-05-25-009339-005-00		
Address: Henley Road at First Coast Expressway		
City: Green Cove Springs	State: Florida	Zip Code: 32043
Current Land Use: LA IVC	Proposed Land Use: LA IVC	
Total Acreage: 45.90 acres	Adjacent Land Use North: First Coast Expressway	
Adjacent Land Use South: LA RF and LA IVC	Adjacent Land Use East: LA RF	
Adjacent Land Use West: Henley Road		

Required Attachments

<input checked="" type="checkbox"/> Agents Authorization Attachment A-1	<input checked="" type="checkbox"/> Owner's Affidavit Attachment A-2	<input checked="" type="checkbox"/> Legal Description Attachment A-3
<input checked="" type="checkbox"/> Aerial Photograph (folded to 8 1/2" x 11")	<input checked="" type="checkbox"/> Property Deed(s)	<input checked="" type="checkbox"/> Survey

Statement of Purpose, Scope and Justification (at a minimum) statements and supporting material of the following:

- Proposed Density and/or Intensity of Use
- Urban Sprawl
- Site Suitability
- Recreation Impacts and Improvements**
- Traffic Impacts and Improvements**
- Stormwater / Drainage Impacts and Improvements**
- Solid Waste Impacts and Improvements**
- Water and Wastewater Impacts and Improvements**

**Please include description of improvements necessary to accommodate the proposed changes, as well as supporting data and proposed funding sources.

Fees: Large Scale Amendment: \$2500.00 + \$5.00 per acre or fraction thereof
 Text Amendment: \$2,500.00 Small Scale Amendment \$1,500.00

Notices


The required SIGN(S) must be POSTED on the property BY THE APPLICANT 15 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 10 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent must be present. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your comprehensive plan amendment hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your comprehensive plan amendment legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

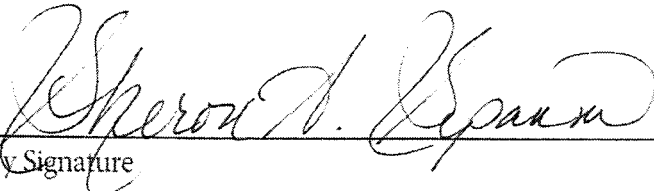
Owner(s) / Authorized Agent Signature



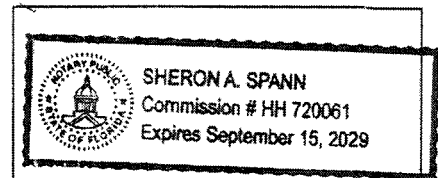
Owner(s) / Authorized Agent Signature

State of Florida
County of Clay

The foregoing affidavit was sworn and subscribed before me this 6th day of October (month), 2025 (year) by Susan L. Fraser, who is personally known to me or has produced Florida Driver's License as identification.



Notary Signature





Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: 9/26/2025		CAC Meeting Date (if applicable):
Date Rec: 10-3-25	Received By: EF	IMS #: COMP 25-0015

Amendment to the Comprehensive Plan Application

Owner's Name: Black Sound Development Company LLC		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 634 SW 137th Way		
City: Newberry	State: Florida	Zip Code: 32669
Phone: 904-591-8942 (agent)	Email: sfraser@bellsouth.net (agent)	

Parcel Information

Parcel Identification Number Including Section, Township and Range: portion of 16-05-25-009339-005-04		
Address: Henley Road at First Coast Expressway		
City: Green Cove Springs	State: Florida	Zip Code: 32043
Current Land Use: LA IVC and LA RF	Proposed Land Use: LA IVC	
Total Acreage: acres	Adjacent Land Use North: LA IVC and First Coast Expressway	
Adjacent Land Use South: LA RF	Adjacent Land Use East: LA RF	
Adjacent Land Use West: LA IVC and Henley Road		

Required Attachments

<input checked="" type="checkbox"/> Agents Authorization Attachment A-1	<input checked="" type="checkbox"/> Owner's Affidavit Attachment A-2	<input checked="" type="checkbox"/> Legal Description Attachment A-3
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- Proposed Density and/or Intensity of Use
- Urban Sprawl
- Site Suitability
- Recreation Impacts and Improvements**
- Traffic Impacts and Improvements**
- Stormwater / Drainage Impacts and Improvements**
- Solid Waste Impacts and Improvements**
- Water and Wastewater Impacts and Improvements**

**Please include description of improvements necessary to accommodate the proposed changes, as well as supporting data and proposed funding sources.

Fees: Large Scale Amendment: \$2500.00 + \$5.00 per acre or fraction thereof
 Text Amendment: \$2,500.00 Small Scale Amendment \$1,500.00

Notices

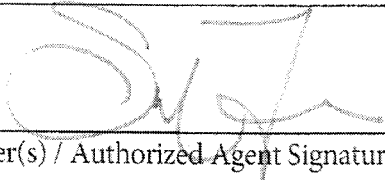
The required SIGN(S) must be POSTED on the property BY THE APPLICANT 15 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 10 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

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If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your comprehensive plan amendment hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your comprehensive plan amendment legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

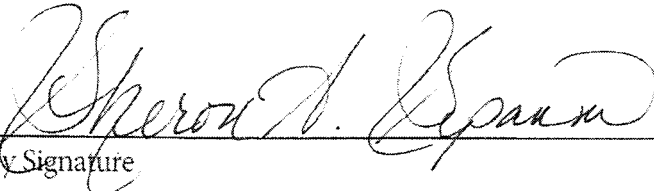
Owner(s) / Authorized Agent Signature



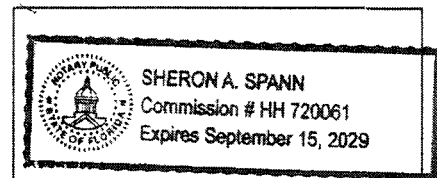
Owner(s) / Authorized Agent Signature

State of Florida
County of Clay

The foregoing affidavit was sworn and subscribed before me this 6th day of October (month), 2025 (year) by Susan L. Fraser, who is personally known to me or has produced Florida Driver's License as identification.



Notary Signature



**Proposed Text and FLUM Amendment
Exhibit M of the 2040 Comprehensive Plan
Lake Asbury Master Plan**

Requested Amendments

The proposed amendments will :

- Reduce the minimum and maximum percentage of the area within the LA Interchange Village Center LU located at CR 739/ Henley Road that may be developed for residential use; and,
- Increase the area of the LA Interchange Village Center located at CR 739/Henley Road from 18.75 acres to 52 acres (FLUM Amendment), for a total of 33.25 acres of additional IVC LU; and,
- Clarify the limits of existing LA-IVC at Henley Road.

Amendments Applicable to LA IVC Located at CR 739/ Henley Road Interchange

1. Amendment to reduce the minimum and maximum percentage of the total area required or permitted for residential use within the IVC located at CR 739 from a minimum of 10% to 0% and a maximum of 50% to 30%.

LA FLU POLICY 1.4.10

Village Center and Interchange Village Center (LA VC and LA IVC)

Village Centers 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.

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 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, and urban parks, as well as community parks. 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)
Village Center		
Residential	25%	65%
Office	0%	25%
Commercial/ Retail	25%	65%
Civic / Public Parks	10%	No Max

Notwithstanding the foregoing, any LA VC 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, within individual buildings (excluding schools) not to exceed 5,000 square feet and total building area not to exceed 15,000 square feet.

The Interchange Village Centers (IVC) shall be located at the First Coast Expressway interchanges with State Road 16 and County Road 739.

The IVC 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 auto oriented provided pedestrian connectivity is maintained within the IVC development, along 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 IVC 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 between uses within the IVC development, along adjacent major transportation corridors and to adjacent residential uses.

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.

Land Use Sub-Category	Minimum Required (acres)	Maximum Permitted (acres)
Interchange Village Center		
Residential	10% (SR 16) 0% (CR 739)	50% (SR 16) 30% (CR 739)
Office	10%	No Max
Commercial/ Retail	5%	65%
Light Industrial	0%	No Max
Civic / Public Parks	10%	No Max

2. Clarify the location and increasing the area of the FLU designation at CR 739 by amending 33.25 acres from the LA Rural Fringe LU category to the Interchange Village Center (IVC) LU category, permitting a total of 52 acres of LA- IVC located at CR 739.

When developed, the IVC LU designation at CR 739 and the FCE will provide non-residential services to a variety of patrons: the national and regional public traveling on the FCE, residents and employees of the county traveling the FCE, and local traffic on Henley Road and Verbena Parkway. Currently limited in area to 18.75 acres, the IVC located at CR 739 is of insufficient area to serve the needs of the surrounding residents and the broader traveling and business public. Proposed is a 33.25 acre expansion of the existing 18.75 acre IVC LU to include adjacent lands north of Verbena Parkway and east of the existing LA IVC is proposed (total 52 acres); development will be governed by a Master Plan that ensures a unified plan for the area with pedestrian connections, vehicular circulation and coordinated civic uses.

Adjacent Land Use North of Verbena Parkway (LA RF to LA IVC)

North	First Coast Expressway ROW
East	LA Rural Fringe (Village Park)
West	LA IVC
South	Verbena Parkway ROW

Analysis of Impact of Proposed FLUM Amendment

Change in Residential Development Potential

The proposed amendment establishes the minimum and maximum percentage of residential use in the IVC LU at Henley at 30% and caps the maximum number of residential units at 130. The proposed amendment (net change is a reduction in LA RF of 33.25 acres and an increase in LA IVC of 33.25 acres) reduces the potential for residential units within the LAMP by 37 residential units.

Residential Yield for 52 acres – Existing LU

Existing IVC : (18.75 ac * max 50% res) = 9.375 ac * max 10 du/ acre = 93.75 du
Existing RF : (33.25 ac * max 3 du/ ac) = 99.75 du

Existing LU Max Residential 193.50 du

Residential Yield for 52 acres – Proposed LU

Proposed IVC: (52 ac * max 30% res) = 15.6 ac * max 10 du/ac = 156 du

Proposed LU Max Residential 156 du

Site Suitability for LA IVC Increase (33.25 acres)

The proposed LA-IVC LU is located at CR 739 within the Village Park Mixed Use Development. The proposed 52 acre LA-IVC LU is bound on the north by the limited access right of way for the First Coast Expressway and extends south of Verbena Parkway.

Site Suitability Currently designated and planned for single family residential use, an environmental assessment has been previously submitted for the area of increased IVC LU to the County in support of residential development under the LA Rural Fringe LU designation. The environmental assessment provides:

Site Suitability - Wetlands

The IVC expansion area includes less than 1 acre of wetlands that may remain or may be permitted for impact with mitigation.

Site Suitability – Soils

The expanded IVC LU area is approximately 90% Sapelo fine sand and approximately 10% Meadowbrook sand

Site Suitability -Wildlife

There are no known listed or endangered species within the IVC expansion area. There is a valid Gopher Tortoise Take Permit in place for the LA-IVC LU area.

Site Suitability – Topography

The 52 acre LA-IVC LU is flat, with a high elevation of 31 and a low of 29. The site slopes to the northeast. Located adjacent to the right of way for the FCE, the site will be graded to direct water to planned stormwater ponds adjacent to the FCE.

Site Suitability- Land Use Cover and Vegetation

The area is dominated by Upland Pine Flatwood (4110) with Wetland Mixed Forest (6300) comprising approximately 14% (3 acres) of the expanded IVC LU area.

The site is vegetated: upland pine flatwoods, consisting of slash pine, loblolly pine, and scattered water oak. Understory vegetation is saw palmetto, gallberry and wax myrtle.

Infrastructure Impacts - 52 acres LA-IVC LU (increase of 33.25 acres)

Recreation Impacts

The increased IVC acreage proposed reduces the potential for residential development on the 52 acres proposed to be included within the IVC LU category at CR 739. Recreation impacts are reduced.

Traffic Impact and Improvements

Clay County has adopted a Mobility Fee approach to the mitigation of transportation impacts for new construction/development. Development under the proposed amendment will be subject to the fees that the County has determined are appropriate to address the transportation impacts generated.

Solid Waste Impacts

The County maintains its adopted solid waste LOS at a county level; there is sufficient capacity to accommodate the increased impacts of associated with the proposed amendments.

Stormwater Impacts

All development will be subject to the County standards for stormwater management and treatment that apply at the time of development.

Water and Wastewater Impacts

The Clay County Utility Authority provides service to this area; the main lines being constructed in Verbena Parkway are sufficient to meet the water and wastewater demand of the IVC expansion area. The intensity of non-residential development affects the future demand for water and wastewater: if it occurs at the maximum permitted under the LA IVC LU designation (0.70 FAR,

or 3+ story buildings) the demand for 52 acres of LA-IVC is greater than that of the existing LA Rural Fringe entitlements on the 33.25 acres and the existing 18.75 acres of LA-IVC, however if non-residential development is more typical single story, shopping center design the demand is similar to the demand for water and wastewater treatment under the existing LA RF and LA-IVC designations:

Change in Water & Wastewater demand - Maximum Development Potential (0.70 FAR)

The existing land use designation on the 52 acres of proposed LA-IVC LU is 18.75 acres of LA-IVC subject to the existing use percentages and 33.25 acres of LA-Rural Fringe LU. The water and wastewater demand is:

Existing LA-RF and LA- IVC- Water Demand

<u>LA-RF</u>			
33.25 ac LA-RF * 3 du acre* 350 GPD	=		0.0349 MGD
<u>LA-IVC</u>			
18.75 ac * 10%* 10 DU/ac *350 GPD	=		0.0065 MGD
18.75 ac * 10% (civic) * 0 GPD	=		0 MGD
18.75ac * 80% (non-res) * 43560 *100GPD/1000SF	=		<u>0.0653 MGD</u>
TOTAL			0.1067 MGD

Existing LA-RF and LA- IVC- Wastewater Treatment Demand

<u>LA-RF</u>			
33.25 ac LA-RF * 3 du acre* 300 GPD	=		0.0299 MGD
<u>LA-IVC</u>			
18.75 ac * 10%* 10 DU/ac *300 GPD	=		0.0056 MGD
18.75 ac * 10% (civic) * 0 GPD	=		0 MGD
18.75ac * 80% (non-res) * 43560 *100GPD/1000SF	=		<u>0.0653 MGD</u>
TOTAL			0.1008 MGD

Potential water demand for 52 acres of LA-IVC LU under the proposed use percentages, assuming the maximum non-residential development (non-res demand is greater than for residential use), is greater than the demand under the existing mix of LA- Rural Fringe and LA-IVC LU:

Proposed LA-IVC

<u>LA-IVC – 52 acres</u>			
10% (civic) * 0 GPD	=		0 MGD
90% (non-res) * 0.70 FAR* 43560 *100GPD/1000SF	=		<u>0.1426 MGD</u>
TOTAL			0.1426 MGD

Suburban Commercial Development Intensity

Based on a more realistic Floor Area Ratio of 0.23 (10,000 SF / acre), the potential demand for 52 acres of LA-IVC LU is *less* than the demand associated with the existing combination of LA-Rural Fringe LU and LA-IVC LU:

Potential water demand for the 52 acres of LA IVC LU, assuming a typical 0.23 FAR (10,000 SF per acre) for non-residential development (and a maximum non-residential development plan (non-res demand is greater than for residential use), is less than half the demand under the existing LA-Rural Fringe and LA-IVC LU combination:

<u>LA-IVC – 52 acres</u>		
10% (civic) * 0 GPD	=	0 MGD
90% (non-res) * 0.23 *43560 *100GPD/1000SF	=	<u>0.0468 MGD</u>
TOTAL		0.0468 MGD

Water and wastewater demand established for planning purposes for non-residential uses (office, retail, etc.) is the same (100 GPD per 1,000 SF).

Potential wastewater treatment demand for 52 acres of LA-IVC LU under the proposed use percentages, assuming the maximum non-residential development at 0.70 FAR (non-res demand is greater than for residential use), is greater than the demand under the existing mix of LA-Rural Fringe and LA-IVC LU.

Potential wastewater treatment demand for the 52 acres of LA IVC LU, assuming a typical 0.23 FAR (10,000 SF per acre) for suburban intensity non-residential development, is less than half the demand under the existing LA- Rural Fringe and LA-IVC LU combination.

Urban Sprawl Analysis

A. By definition, the location of the Interchange Village Center LU designation is limited to the interchanges of the new interstate in the Lake Asbury area, the FCE, with State Road 16 and CR 739. Both locations lie within the Lake Asbury Master Plan, within the County’s urban service area. The proposed amendment will amend the FLUM and increase in area of IVC LU in one location. This expansion is in response to the abundant availability of residential use and recognized need for commercial/non-residential services to serve existing and future population. The amendment promotes a functional mix of uses at a higher intensity of use than surrounding single family residential use.

- (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.
- (XI) Fails to encourage a functional mix of uses.

The proposed amendment does not promote or allow single use development; a minimum of three uses is required within the amendment area under the proposed LA IVC LU designation.

(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.

The location of the 52 acre LA-IVC LU designation as proposed at Henley Road is the same as the location of the existing LA-IVC LU designation at Henley Road. By increasing the area of the land use designation, the proposed amendment increases the potential for non-residential uses in this existing location and reduces the potential for residential uses, single family detached residential specifically. The location (existing and as increased) represents efficient development within the existing urban service area.

(XII) Results in poor accessibility among linked or related land uses.

Access to the CR 739 LA IVC LU designation is provided from an interchange on the FCE, and the local road network (CR 739, a major collector and Verbena Parkway, a minor collector roadway). Adjacent residential uses have direct access to the mix of uses within the LA IVC LU in this location and accessibility between uses within the LA IVC LU is required by land use policy and County land development regulations for vehicular traffic and pedestrians.

B. Consistency with Section 163.3177 (6)(a)(9)(b), Florida Statutes A plan amendment is determined to discourage the proliferation of urban sprawl if it meets four of the criteria established in this section of the statute. The proposed amendment meets five of the criteria, meeting the standards Section 163.3177 (6)(a)(9)(b) establishes for a determination that the proposed amendment discourages the proliferation of urban sprawl:

(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.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

As to the criteria above, the LA-IVC LU designation at CR 739 is subject to the development standards that promote walkable and connected communities applicable to development within the Lake Asbury Master Plan. By increasing the area of LA-IVC LU, utilities and other infrastructure can be efficiently provided. Expansion in this location takes advantage of the investment in transportation (roads, bike lanes, sidewalks) made by the FDOT, the County and the LAMP developers under the APF Road Requirements and the County's Mobility Fee Ordinance.

In addition, the increase in potential non-residential uses within this IVC location is consistent with Section 163.3177(6)(a)(4), Florida Statute, by specifically providing "a balance of uses that foster vibrant, viable communities and economic development opportunities" by allowing the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business...".



1 **Staff Report and Recommendations for ZON 25-0029**

2

3 **Copies of the application are available at the Clay County**
4 **Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5

6 **Owner / Applicant Information:**

Owner: AY Ventures, Inc.
Owner: Black Sound Development Company LLC
Agent: Susan Fraser (SLF Consulting, Inc.)
Phone: 904-591-8942
Email: slfraser@bellsouth.net

7

8 **Property Information**

Parcel IDs: 16-05-25-009339-005-00 and 16-05-25-009339-005-04	Parcel Address: on the east side of Henley Road at the intersection of Verbena Parkway
Current Zoning: Lake Asbury Rural Fringe (LA RF) and Lake Asbury Interchange Village Center (LA IVC)	Current Land Use: Lake Asbury Rural Fringe (LA RF) and Lake Asbury Interchange Village Center (LA IVC)
Proposed Zoning: Lake Asbury Interchange Village Center (LA IVC)	Acres affected by FLU change: 52 +/- acres
Commission District: 5, Comm. Burke	Planning District: Lake Asbury/Penney Farms

9

10 **Introduction:**

11 This application is a rezoning to clarify and increase the location of the LA IVC zoning designation at CR 739
12 for a total of 52 acres.

13

14 The subject parcels are located on the east side of Henley Road (CR 739) at the intersection with Verbena
15 Parkway. With the exception of a stormwater pond for Verbena Pkwy, the parcels are undeveloped.

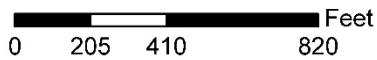
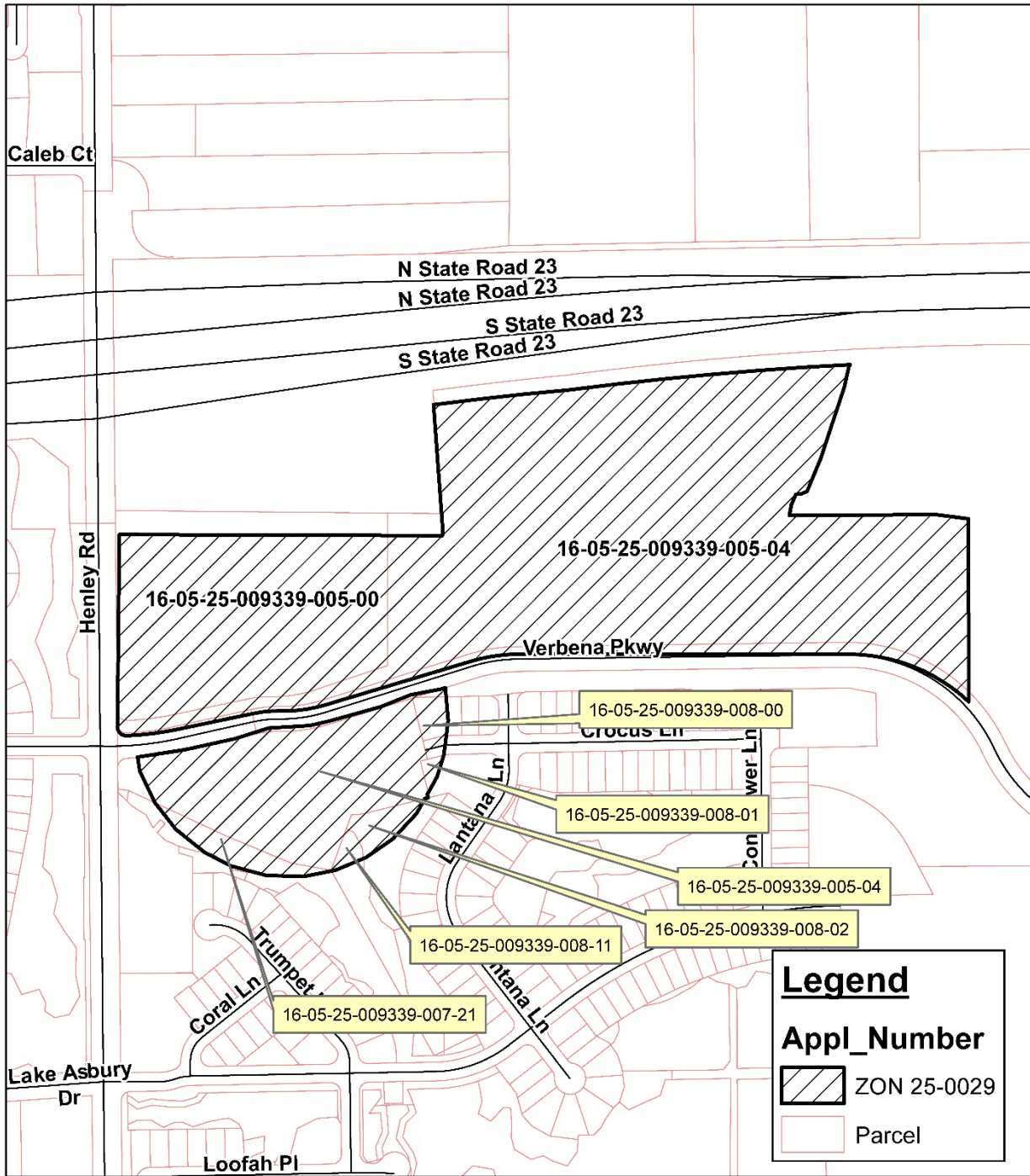
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17 A companion Comprehensive Plan Amendment application (COMP 25-0015) preceded this application.

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19

Figure 1 – Parcel Map



**Rezoning: ZON 25-0029
Parcel Map**



Figure 2 - Aerial Photo

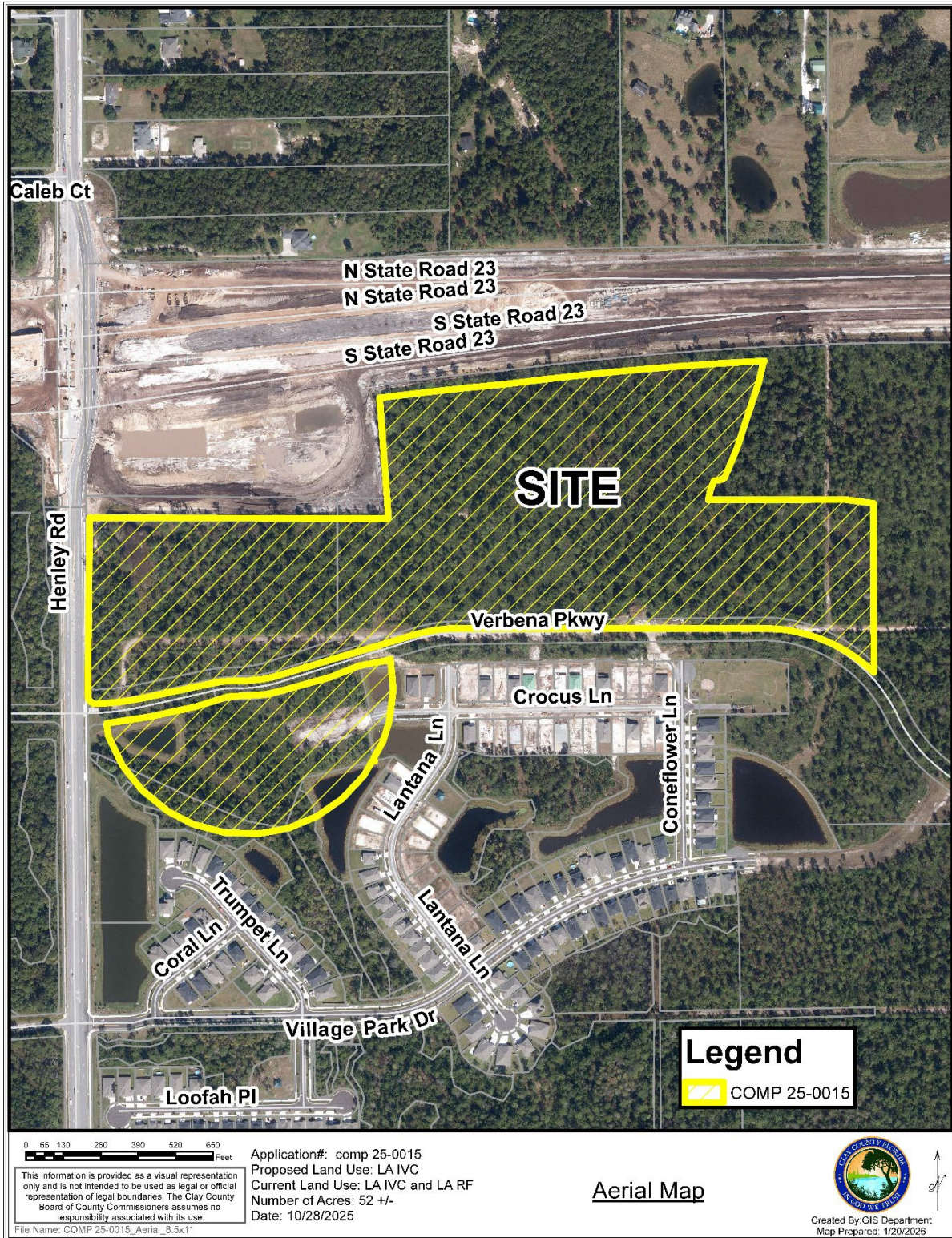
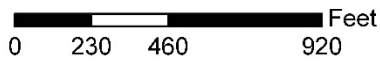
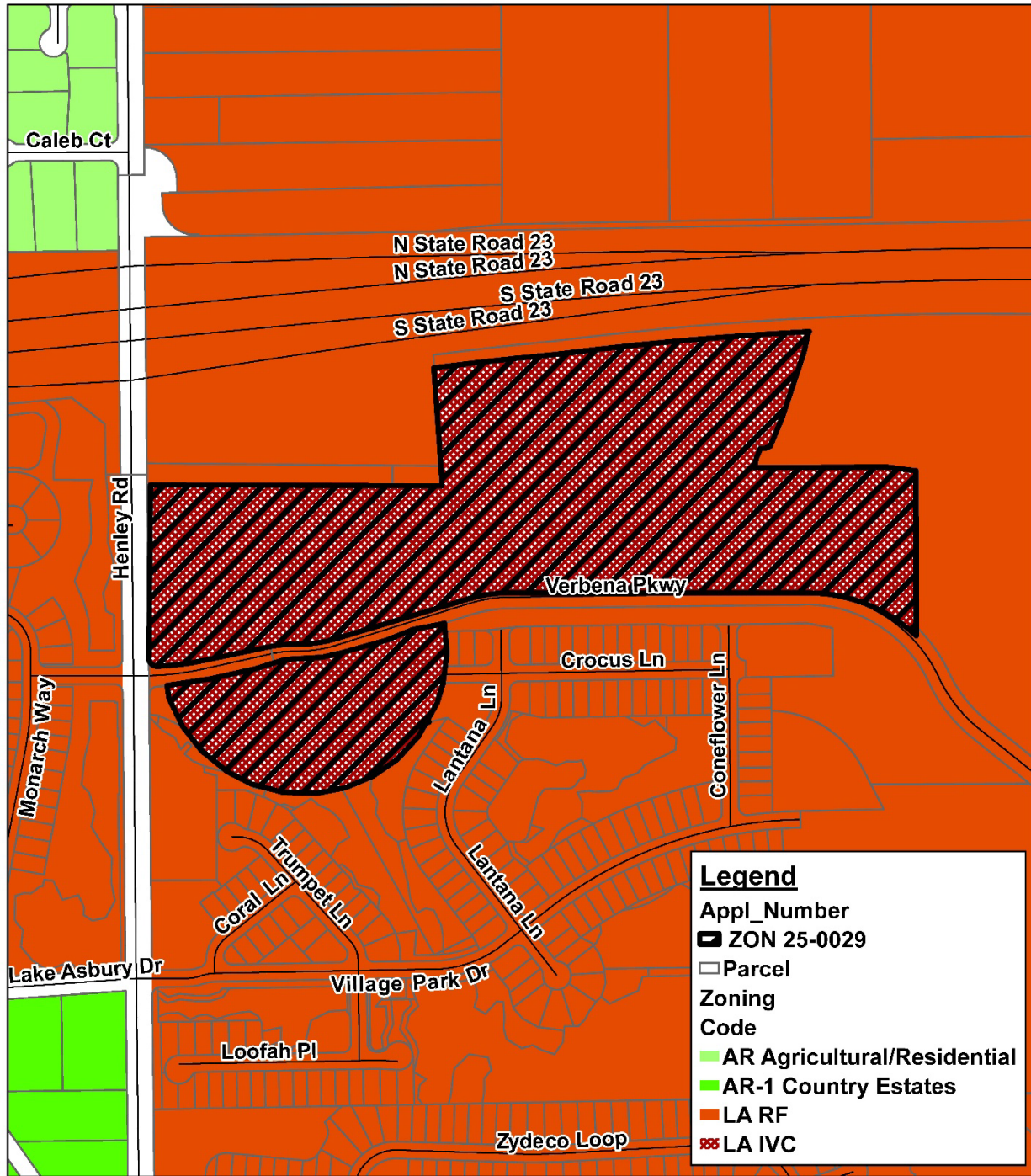


Figure 3 – Proposed Zoning Map



**Proposed Zoning
Rezoning: ZON 25-0029
from LA IVC and LA RF to LA IVC**



26 **Analysis of Surrounding Uses**

27 The proposed rezoning would expand the Lake Asbury Interchange Village Center (LA-IVC) for a portion of
 28 two parcels of land. The proposed amendment is in keeping with the evolving character of the surrounding
 29 districts as shown in the table below:

	Future Land Use	Zoning District
North	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)
South	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)
East	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)
West	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)	Lake Asbury Rural Fringe (LA-RF) and Lake Asbury Interchange Village Center (LA-IVC)

30

31 The surrounding districts are also impacted by the addition of an on/off ramp at the intersection of CR 739
 32 and the First Coast Expressway. This increases the demand for commercial/retail services in close proximity
 33 to the intersection along with the increased demand from the construction of the surrounding residential
 34 neighborhoods which also need local retail/service opportunities. Combined with the commuter corridor
 35 functionality of Henley Road, the proposed amendment makes the trade-off of existing residential land use
 36 density for an expansion of the LA IVC with its commercial/retail uses a better long term fit for the larger
 37 surrounding community.

38 **Relevant Clay County 2045 Comprehensive Plan Policies**

39 **NOTE:** The following Comp Plan policy is that which was in effect at the time this rezoning application was
 40 submitted. Changes to this policy proposed under the companion comprehensive plan amendment (COMP
 41 25-0015) submitted with this application are added in red text in strike-thru/underline format.

42 The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment:

43 **LA FLU POLICY 1.4.10**

44 **Village Center and Interchange Village Center (LA VC and LA IVC)**

45 **Interchange Village Centers (LA IVC):**

46 The Interchange Village Centers (LA IVC) shall be located at the First Coast Expressway interchanges
 47 with State Road 16 and County Road 739.

48 Within the IVCs, residential uses are allowed in the form of attached single-family, townhomes,
 49 apartments, and upper floor units above nonresidential. Project residential density shall be between
 50 six and 10 single family-attached and multi-family units per acre, not applicable to upper floor units
 51 in nonresidential developments. Projects utilizing additional density associated with wetland-upland
 52 buffer and/or environmentally significant land dedication, as described under policies associated with
 53 Objective 1.2, shall be allowed a density of up to 16 units per net acre. Nonresidential Project Floor
 54 Area Ratios shall not exceed 70%.

55 The IVCs shall be designed to provide connections to the surrounding pedestrian/bicycle path system
 56 and to integrate with the street network of surrounding neighborhoods. Open space requirements
 57 will provide park space which may be in the form of civic spaces, plazas, urban parks, or community
 58 parks, including combinations thereof.

59 The Interchange Village Center located at State Road 16 shall have a maximum size of 150 acres.
 60 Office and retail uses can be of a regional scale and shall not be limited to neighborhood and small
 61 scale uses. Commercial uses are encouraged to be in a compact, walkable form accessible by sidewalk
 62 however interstate uses located adjacent to the interchange and larger community/regional scale
 63 commercial uses may be more auto oriented, provided enhanced pedestrian connectivity is
 64 maintained within the IVC development, to the adjacent major transportation corridors and to
 65 adjacent development. Permitted uses within this Interchange Village Center shall include light
 66 industrial. Light industrial uses shall be limited to light manufacturing and processing, assembly,
 67 packaging, fabrication, distribution, warehousing and storage of products that are not objectionable
 68 to surrounding land uses with regard to safety, smoke, noise, odor, fumes, dust, toxic chemicals and
 69 hazardous wastes. Light industrial performance standards shall be established in the Interchange
 70 Village Center zoning designation to implement this land use category.

<u>Interchange Village Center</u>		
<u>Land Use</u>	<u>Minimum Required (acres)</u>	<u>Maximum Permitted (acres)</u>
<u>Sub-Category</u>		
<u>Residential</u>	<u>10%</u>	<u>50%</u>
<u>Office</u>	<u>10%</u>	<u>No Max</u>
<u>Commercial/Retail</u>	<u>5%</u>	<u>65%</u>
<u>Light Industrial</u>	<u>0%</u>	<u>No Max</u>
<u>Civic/Public Parks</u>	<u>10%</u>	<u>No Max</u>

71

72 The Interchange Village Center located at County Road 739 shall have a maximum size of ~~18.75~~ 52
 73 acres. Office and retail uses are not limited to neighborhood and small scale uses. Commercial uses
 74 are encouraged to be in a compact, walkable form accessible by sidewalk however interstate uses
 75 located adjacent to the interchange and larger community/regional scale commercial uses may be
 76 auto oriented, provided enhanced pedestrian connectivity is maintained within the IVC
 77 development, to adjacent major transportation corridors and to adjacent development. Light
 78 industrial shall not be a permitted use within the C.R. 739 Interchange Village Center.

79
80

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% <u>0%</u>	50% <u>30%</u>
Office	10%	No Max
Commercial/Retail	5%	65%
Light Industrial	0%	No Max
Civic/Public Parks	10%	No Max

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82

83 Analysis of Proposed Rezoning Amendment

84 In reviewing the proposed application for Rezoning, the following criteria may be considered along with such
85 other matters as may be appropriate to the particular application:

86
87 (a) Whether the proposed change will create an isolated district unrelated to or incompatible with
88 adjacent and nearby districts;

89 Staff Finding: This rezoning is directly related to the needs of the adjoining First Coast Expressway as well
90 as the surrounding residential land uses.

91 (b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the real
92 property proposed for change;

93 Staff Finding: The addition of an on/off ramp at the intersection of CR 739 and the First Coast Expressway
94 increases the need for additional commercial/retail opportunities in this area, making an increase of the
95 existing LA IVC a logical choice to meet the need.

96 (c) Whether the conditions which existed at the time the real property was originally zoned have changed
97 or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed Rezoning;

98 Staff Finding: The LA IVC district boundary at CR 739 was intended to be a placeholder until the final
99 location of the First Coast Expressway and the location of the future Verbena Parkway were determined. As
100 the location for both roads is now settled, the future land use and zoning can now be adjusted to a more
101 realistic boundary location.

102 (d) Whether the affected real property cannot be used in accordance with existing zoning;

103 Staff Finding: The existing LA RF to the west of the existing LA IVC could be developed with more
104 residential units, but there is an unmet need for commercial/retail opportunities to serve the existing housing.

105 (e) Whether the proposed Rezoning application is compatible with and furthers the County's stated
106 objectives and policies of the Plan;

107 Staff Finding: The proposed rezoning is compatible with the Comprehensive Plan and supports the intent
108 of the future land use designation as amended in the companion application to this rezoning.

109 (f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a
110 legitimate public purpose;

111 Staff Finding: There is no public purpose served by keeping the zoning district boundaries in their current
112 locations on the subject parcel.

113 (g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is
114 inconsistent with surrounding land use;

115 Staff Finding: The proposed rezoning will not be inconsistent with the surround land use. The LA IVC
116 district is designed to support the adjoining interchange traffic as well as the surrounding residential land use.

117 (h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density
118 within the district already permitting such intensity or density.

119 Staff Finding: There is only one other location in the Lake Asbury Master Plan area with the Lake Asbury
120 Interchange Village Center district.

121

122 **Recommendation**

123 Staff recommends approval of ZON 25-0029.

124

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, TO AMEND THE ZONING MAP FOR THE LAKE ASBURY INTERCHANGE VILLAGE CENTER (LA IVC) AT CR 739 LOCATED ON A PORTION OF TWO PARCELS OF LAND (TAX PARCEL IDENTIFICATION #s 16-05-25-009339-005-04 AND 16-05-25-009339-005-00), TO CLARIFY AND INCREASE THE ZONING DISTRICT DESIGNATION ON APPROXIMATELY 52 ACRES, FROM ITS PRESENT ZONING CLASSIFICATIONS OF LAKE ASBURY INTERCHANGE VILLAGE CENTER (LA IVC) AND LAKE ASBURY RURAL FRINGE (LA RF) TO LAKE ASBURY INTERCHANGE VILLAGE CENTER (LA IVC); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Application ZON 25-0029 seeks to clarify and increase the zoning designation for the Lake Asbury Interchange Village Center (LA IVC) at CR 739, totaling approximately 52 acres, located on a portion of two parcels of land (tax parcel identification #s 16-05-25-009339-005-04 & 16-05-25-009339-005-00) (the Property) described in Exhibits “A-1” through “A-6”, and depicted in Exhibit “A-7”.

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 Lake Asbury Interchange Village Center (LA IVC) and Lake Asbury Rural Fringe (LA RF) to Lake Asbury Interchange Village Center (LA IVC).

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 25-0015 becoming effective.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of April, 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"

Legal Description

8.31 acres

CPA for IVC at CR 739

A parcel of land consisting of a portion of Section 16, Township 5 South, Range 25 East, Clay County, Florida, together with a portion of Tracts "T" and "W", Village Park Unit 1A-1B, according to plat thereof recorded in Plat Book 63, pages 28 through 38 of the public records of said county and a portion of Tracts "D", "E" and "F", Village Park Unit 1-C, according to plat thereof recorded in Plat Book 65, pages 3 through 9 of said public records, together with a portion of Crocus Lane, said parcel being more particularly described as follows:

Begin at the northwest corner of said Tract "D", Village Park Unit 1-C, said corner being situated in the southerly line of Verbena Parkway; thence on said southerly line, run the following 5 courses: 1) South 73 degrees 19 minutes 13 seconds West, 275.67 feet; 2) westerly, along the arc of a curve concave northerly and having a radius of 530.00 feet, an arc distance of 166.12 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 17 minutes 58 seconds West, 165.44 feet; 3) westerly, along the arc of a curve concave southerly and having a radius of 314.12 feet, an arc distance of 73.24 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 36 minutes 01 second West, 73.08 feet; 4) South 78 degrees 09 minutes 34 seconds West, 248.43 feet; 5) westerly, along the arc of a curve concave northerly and having a radius of 1050.00 feet, an arc distance of 101.42 feet, said arc being subtended by a chord bearing and distance of South 80 degrees 55 minutes 34 seconds West, 101.38 feet; thence southeasterly, easterly and northeasterly, along the arc of a curve concave northerly and having a radius of 484.15 feet, an arc distance of 1534.56 feet to the said southerly line of Verbena Parkway, said arc being subtended by a chord bearing and distance of North 77 degrees 43 minutes 59 seconds East, 968.21 feet; thence on said southerly line, South 73 degrees 19 minutes 13 seconds West, 106.55 feet to the point of beginning; being 8.31 acres, more or less, in area.

Exhibit "A-2"

MAP OF

A parcel of land consisting of a portion of Section 16, Township 5 South, Range 25 East, Clay County, Florida, together with a portion of Tracts 'T' and 'W', Village Park Unit 1A-1B, according to plat thereof recorded in Plat Book 63, page 28 through 38 of the public records of said county and a portion of Tracts 'D', 'E' and 'F', Village Park Unit 1-C, according to plat thereof recorded in Plat Book 65, pages 3 through 9 of said public records, together with a portion of Crocus Lane.

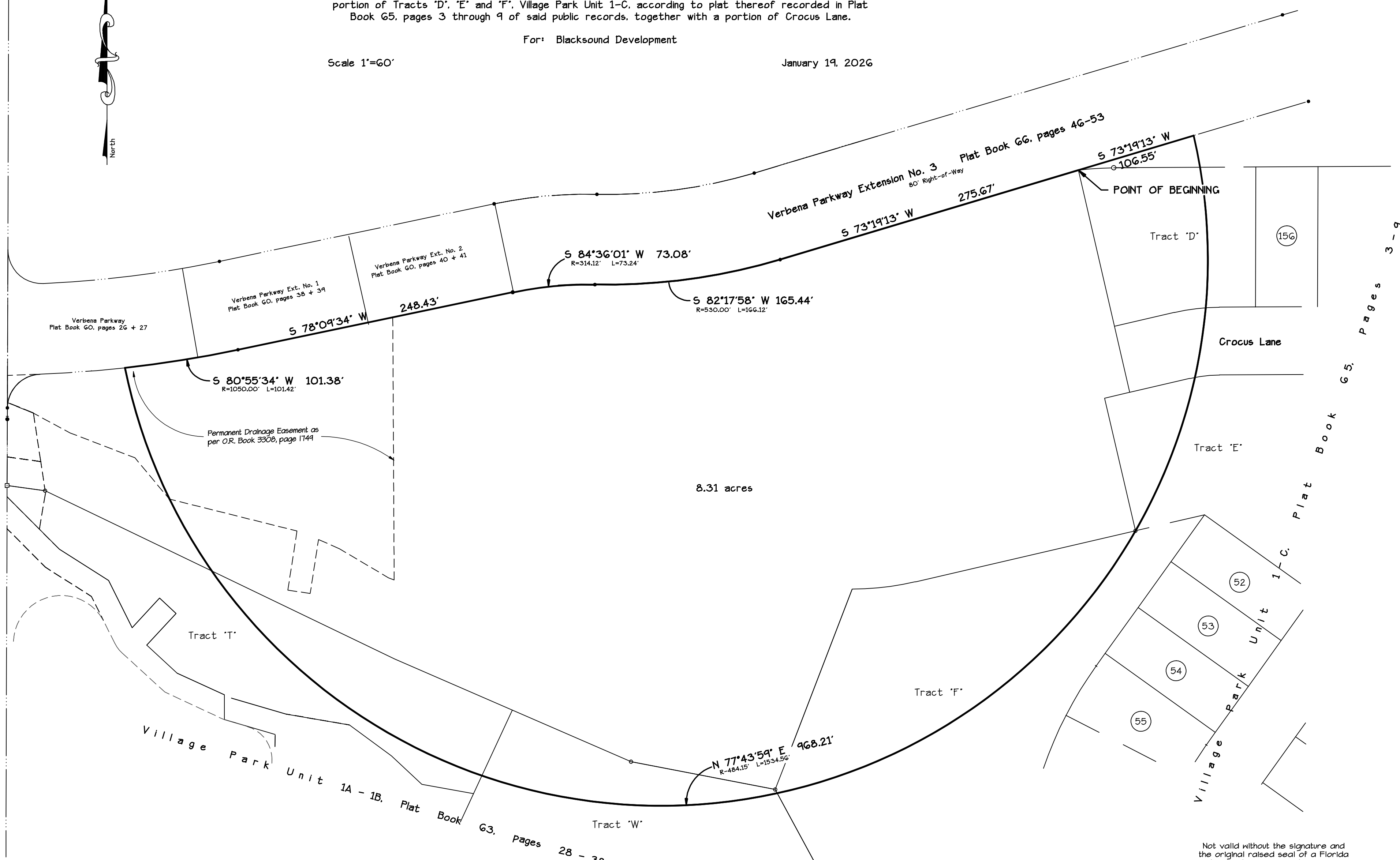
For: Blacksound Development

Scale 1"=60'

January 19, 2026



County Road No. 739 - Henley Road



8.31 acres

Note:
This map was prepared for descriptive purposes only and does not represent an actual survey.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Elland

Harold T. Elland
License No. LS 2518

Elland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32073
Telephone 904-272-1000

Plat Book 65, Pages 3-9

Exhibit "A-3"

Legal Description 16.53 acres

A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin the northwest corner of Verbena Parkway as per plat thereof recorded in Plat Book 60, page 26 and 27 of the public records of said county, said corner being situated in the east right-of-way line of County Road No. 739 (a 94' right-of-way as presently established); thence on said east line, North 00 degrees 10 minutes 57 seconds East, 614.57 feet; thence South 89 degrees 48 minutes 07 seconds East, 45.34 feet; thence North 00 degrees 10 minutes 57 seconds East, 30.00 feet to the southwest corner of State Road No. 23, Parcel 117, Part "B"; thence on the south line thereof, South 89 degrees 48 minutes 07 seconds East, 990.89 feet to the easterly line thereof; thence on said easterly line, North 04 degrees 13 minutes 44 seconds West, 395.16 feet to the southerly line of said State Road No. 23; thence easterly, on said southerly line and along the arc of a curve concave northerly and having a radius of 11,658.00 feet, an arc distance of 431.12 feet, said arc being subtended by a chord bearing and distance of North 83 degrees 45 minutes 22 seconds East, 431.10 feet; thence continue on said southerly line and along the arc of a curve concave southerly and having a radius of 11,906.00 feet, an arc distance of 104.47 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 57 minutes 05 seconds East, 104.47 feet; thence South 00 degrees 45 minutes 18 seconds West, 224.91 feet; thence North 89 degrees 27 minutes 05 seconds West, 252.99 feet; thence South 00 degrees 32 minutes 55 seconds West, 641.30 feet to the northerly line of said Verbena Parkway Extension No. 3 as per plat thereof recorded in Plat Book 66, pages 46 through 53 of the public records of said county; thence on the northerly of said Verbena Parkway, run the following 7 courses: 1) southwesterly, along the arc of a curve concave southeasterly and having a radius of 550.00 feet, an arc distance of 153.33 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 18 minutes 25 seconds West, 152.84 feet; 2) South 73 degrees 19 minutes 13 seconds West, 488.13 feet; 3) southwesterly, along the arc of a curve concave northwesterly and having a radius of 450.00 feet, an arc distance of 141.04 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 17 minutes 58 seconds West, 140.47 feet; 4) southwesterly, along the arc of a curve concave southeasterly and having a radius of 400.00 feet, an arc distance of 91.59 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 43 minutes 08 seconds West, 91.39 feet; 5) South 78 degrees 09 minutes 33 seconds West, 248.42 feet; 6) southwesterly, along the arc of a curve concave northwesterly and having a radius of 970.00 feet, an arc distance of 157.34 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 48 minutes 22 seconds West, 157.17 feet; 7) northwesterly, along the arc of a curve concave northeasterly and having a radius of 30.00 feet, an arc distance of 48.55 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 46 degrees 10 minutes 57 seconds West, 43.42 feet; being 16.53 acres, more or less, in area.

Subject to a perpetual slope easement as per Official Records Book 3308, page 1746 of said public records.

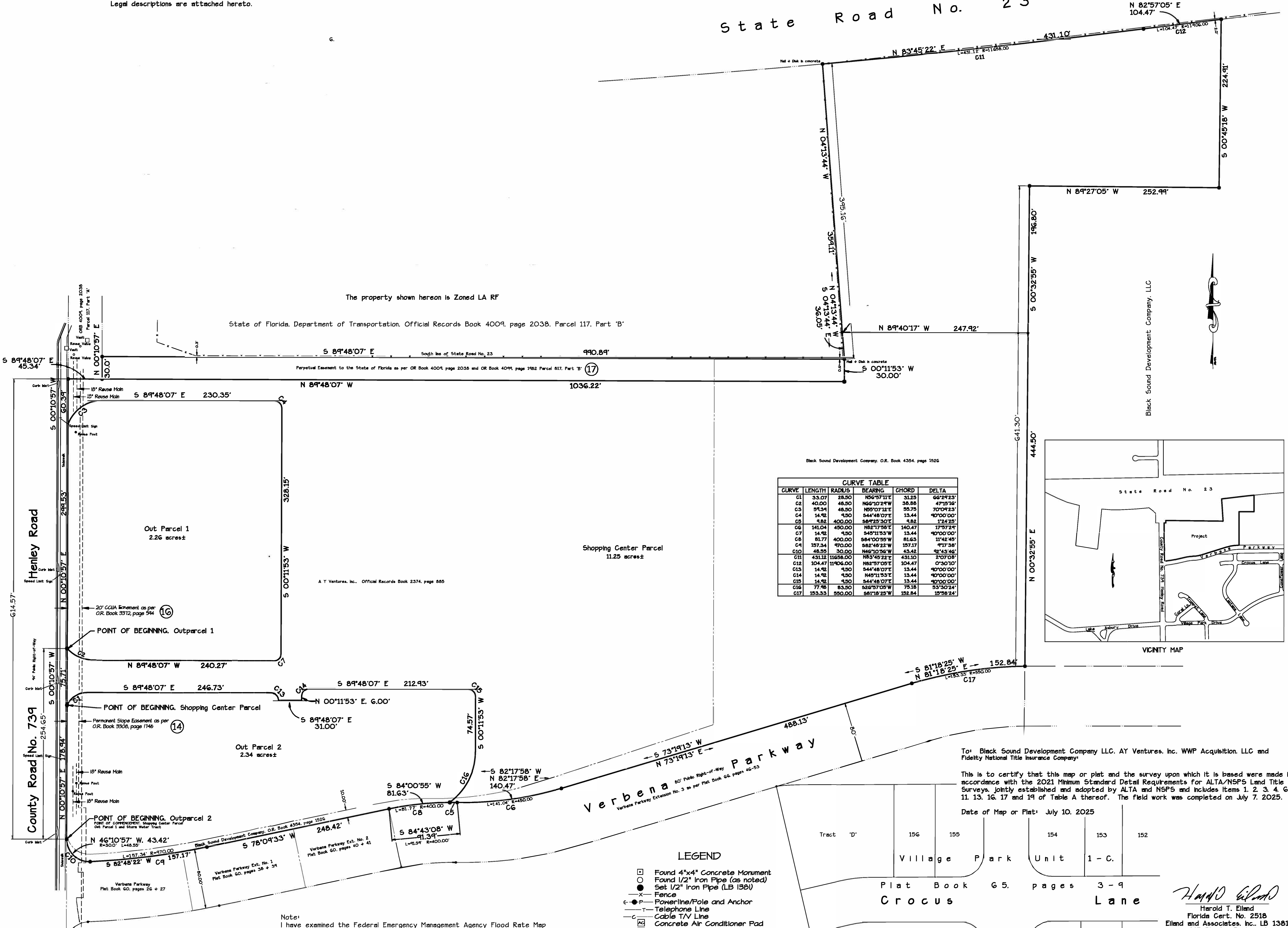
Also, subject to a 20 foot wide utility easement as per Official Records Book 3372, page 594 of said public records.

Also, subject to a perpetual drainage easement as per Official Records Book 4009, page 2038 and Official Reords Book 1982, page 817, Part “B”.

Exhibit "A-4"

MAP SHOWING ALTA/NSPS LAND TITLE SURVEY OF
 Several parcels of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida
 Certified to: AY Ventures, Inc. and Blacksound Development Company LLC
 Scale 1" = 60'
 Date of survey: July 7, 2025
 Legal descriptions are attached hereto.

State Road No. 23



GENERAL NOTES

- Bearings shown hereon are based on the record bearing of N 00°10'57" E for the east line of County Road No. 739.
- This survey was based on Fidelity National Title Insurance Company's Title Commitment No. 12504796, dated June 20, 2025.
- Underground utilities serving or crossing this property have not been located or shown.
- Easements shown hereon are for drainage and utilities unless noted otherwise.
- This survey depicts visible improvements only; no underground improvements or footings were located.

FF No. 46:113D Field Book 1686:10

Job No. 45604-B

Note: I have examined the Federal Emergency Management Agency Flood Rate Map dated March 17, 2014, and find that this property is situated in Flood Zone 'X'.

To: Black Sound Development Company LLC, AY Ventures, Inc. WWP Acquisition, LLC and Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey upon which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 6, 11, 13, 16, 17 and 19 of Table A thereof. The field work was completed on July 7, 2025.

Date of Map or Plat: July 10, 2025

Harold T. Eiland
 Florida Cert. No. 2518
 Eiland and Associates, Inc., LB 1381
 Orange Park, Florida 32067-1000

Shopping Center Parcel

A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northwest corner of Verbena Parkway as per plat thereof recorded in Plat Book 60, pages 26 and 27 of the public records of said county, said corner being situated in the east right-of-way line of County Road No. 739 (a 94' right-of-way as presently established); thence on said east line, North 00 degrees 10 minutes 57 seconds East, 178.94 feet to the point of beginning; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 28.50 feet, an arc distance of 33.07 feet, said arc being subtended by a chord bearing and distance of North 56 degrees 57 minutes 11 seconds East, 31.25 feet; thence South 89 degrees 48 minutes 07 seconds East, 246.73 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 89 degrees 48 minutes 07 seconds East, 31.00 feet; thence North 00 degrees 11 minutes 53 seconds East, 6.00 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of North 45 degrees 11 minutes 53 seconds East, 13.44 feet; thence South 89 degrees 48 minutes 07 seconds East, 212.93 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 00 degrees 11 minutes 53 seconds West, 74.57 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 83.50 feet, an arc distance of 77.98 feet to the north line of Verbena Parkway Extension No. 3 as per plat thereof recorded in Plat Book 66, pages 46 through 53 of said public records, said arc being subtended by a chord bearing and distance of South 26 degrees 57 minutes 05 seconds West, 75.18 feet; thence easterly, on said north line and along the arc of a curve concave southerly and having a radius of 400.00 feet, an arc distance of 9.82 feet, said arc being subtended by a chord bearing and distance of South 89 degrees 25 minutes 30 seconds East, 9.82 feet; thence continue on said north line and along the arc of a curve concave northerly and having a radius of 450.00 feet, an arc distance of 141.04 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 17 minutes 58 seconds East, 140.47 feet; thence continue on said north line, North 73 degrees 19 minutes 13 seconds East, 488.13 feet; thence continue on said north line and along the arc of a curve concave southerly and having a radius of 550.00 feet, an arc distance of 153.33 feet, said arc being subtended by a chord bearing and distance of North 81 degrees 18 minutes 25 seconds East, 152.84 feet; thence North 00 degrees 32 minutes 55 seconds East, 444.50 feet; thence North 89 degrees 40 minutes 17 seconds West, 247.92 feet to the east line of State Road No. 23, Parcel 117, Part B; thence on said east line, South 04 degrees 13 minutes 44 seconds East, 36.05 feet to the south line thereof; thence on said south line, North 89 degrees 48 minutes 07 seconds West, 990.89 feet; thence South 00 degrees 10 minutes 57 seconds West, 30.00 feet; thence North 89 degrees 48 minutes 07 seconds West, 45.34 feet to the east line of said County Road No. 739; thence on said east line, South 00 degrees 10 minutes 57 seconds West, 60.39 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 48.50 feet, an arc distance of 59.39 feet, said arc being subtended by a chord bearing and distance of North 55 degrees 07 minutes 12 seconds East, 55.75 feet; thence South 89 degrees 48 minutes 07 seconds East, 230.35 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 00 degrees 11 minutes 53 seconds West, 328.15 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 45 degrees 11 minutes 53 seconds West, 13.44 feet; thence North 89 degrees 48 minutes 07 seconds West, 240.27 feet; thence northwesterly, along the arc of a curve concave northeasterly and having a radius of 48.50 feet, an arc distance of 40.00 feet to said east line of County Road No. 739, said arc being subtended by a chord bearing and distance of North 66 degrees 10 minutes 29 seconds West, 38.88 feet; thence on said east line, South 00 degrees 10 minutes 57 seconds West, 75.71 feet to the point of beginning; being 11.93 acres, more or less, in area.

Subject to a permanent slope easement as per Official Records Book 3308, page 1746 of said public records;

Also, subject to a 20 foot wide utility easement as per Official Records Book 3372, page 594 of said public records.

Also, subject to a perpetual drainage easement as per Official Records Book 4009, page 2018 and Official Records Book 4099, page 1982, Parcel 817, Part 'B'.

Out Parcel 1

A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northwest corner of Verbena Parkway as per plat thereof recorded in Plat Book 60, pages 26 and 27 of the public records of said county, said corner being situated in the east right-of-way line of County Road No. 739 (a 94' right-of-way as presently established); thence on said east line, North 00 degrees 10 minutes 57 seconds East, 254.65 feet to the point of beginning; thence continue North 00 degrees 10 minutes 57 seconds East, 299.53 feet; thence northeasterly, along the arc of a curve concave south-easterly and having a radius of 48.50 feet, an arc distance of 59.39 feet, said arc being subtended by a chord bearing and distance of North 55 degrees 07 minutes 12 seconds East, 55.75 feet; thence South 89 degrees 48 minutes 07 seconds East, 230.35 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 00 degrees 11 minutes 53 seconds West, 328.15 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 45 degrees 11 minutes 53 seconds West, 13.44 feet; thence North 89 degrees 48 minutes 07 seconds West, 240.27 feet; thence northwesterly, along the arc of a curve concave northeasterly and having a radius of 48.50 feet, an arc distance of 40.00 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 66 degrees 10 minutes 29 seconds West, 38.88 feet; being 2.26 acres, more or less, in area.

Subject to a permanent slope easement as per Official Records Book 3308, page 1746 of said public records.

Also, subject to a 20 foot wide utility easement as per Official Records Book 3372, page 594 of said public records.

Out Parcel 2

A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the northwest corner of Verbena Parkway as per plat thereof recorded in Plat Book 60, pages 26 and 27 of the public records of said county, said corner being situated in the east right-of-way line of County Road No. 739 (a 94' right-of-way as presently established); thence on said east line, North 00 degrees 10 minutes 57 seconds East, 178.94 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 28.50 feet, an arc distance of 33.07 feet, said arc being subtended by a chord bearing and distance of North 56 degrees 57 minutes 11 seconds East, 31.25 feet; thence South 89 degrees 48 minutes 07 seconds East, 246.73 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 89 degrees 48 minutes 07 seconds East, 31.00 feet; thence North 00 degrees 11 minutes 53 seconds East, 6.00 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of North 45 degrees 11 minutes 53 seconds East, 13.44 feet; thence South 89 degrees 48 minutes 07 seconds East, 212.93 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 9.50 feet, an arc distance of 14.92 feet, said arc being subtended by a chord bearing and distance of South 44 degrees 48 minutes 07 seconds East, 13.44 feet; thence South 00 degrees 11 minutes 53 seconds West, 74.57 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 83.50 feet, an arc distance of 77.98 feet to the north line of Verbena Parkway Extension No. 3 as per plat thereof recorded in Plat Book 66, pages 46 through 53 of said public records, said arc being subtended by a chord bearing and distance of South 26 degrees 57 minutes 05 seconds West, 75.18 feet; thence westerly, on said north line and along the arc of a curve concave southerly and having a radius of 400.00 feet, an arc distance of 81.77 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 00 minutes 55 seconds West, 81.63 feet; thence continue on the north line of said Verbena Parkway, the following 3 courses: 1) South 78 degrees 09 minutes 33 seconds West, 248.42 feet; 2) westerly, along the arc of a curve concave northerly and having a radius of 970.00 feet, an arc distance of 157.34 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 48 minutes 22 seconds West, 157.17 feet; 3) northwesterly, along the arc of a curve concave northeasterly and having a radius of 30.00 feet, an arc distance of 48.55 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 46 degrees 10 minutes 57 seconds West, 43.42 feet; being 2.34 acres, more or less, in area.

Subject to a permanent slope easement as per Official Records Book 3308, page 1746 of said public records.

Also, subject to a 20 foot wide utility easement as per Official Records Book 3372, page 594 of said public records.

Harold T. Eiland
 Harold T. Eiland
 Florida Cert. No. 2518
 Eiland and Associates, Inc., LB 1381
 615 Blending Boulevard
 Orange Park, Florida 32067-1000

Exhibit "A-5"

Legal Description Proposed Interchange Village Center Land Use Portion of Parcel 16-05-25-009339-005-04

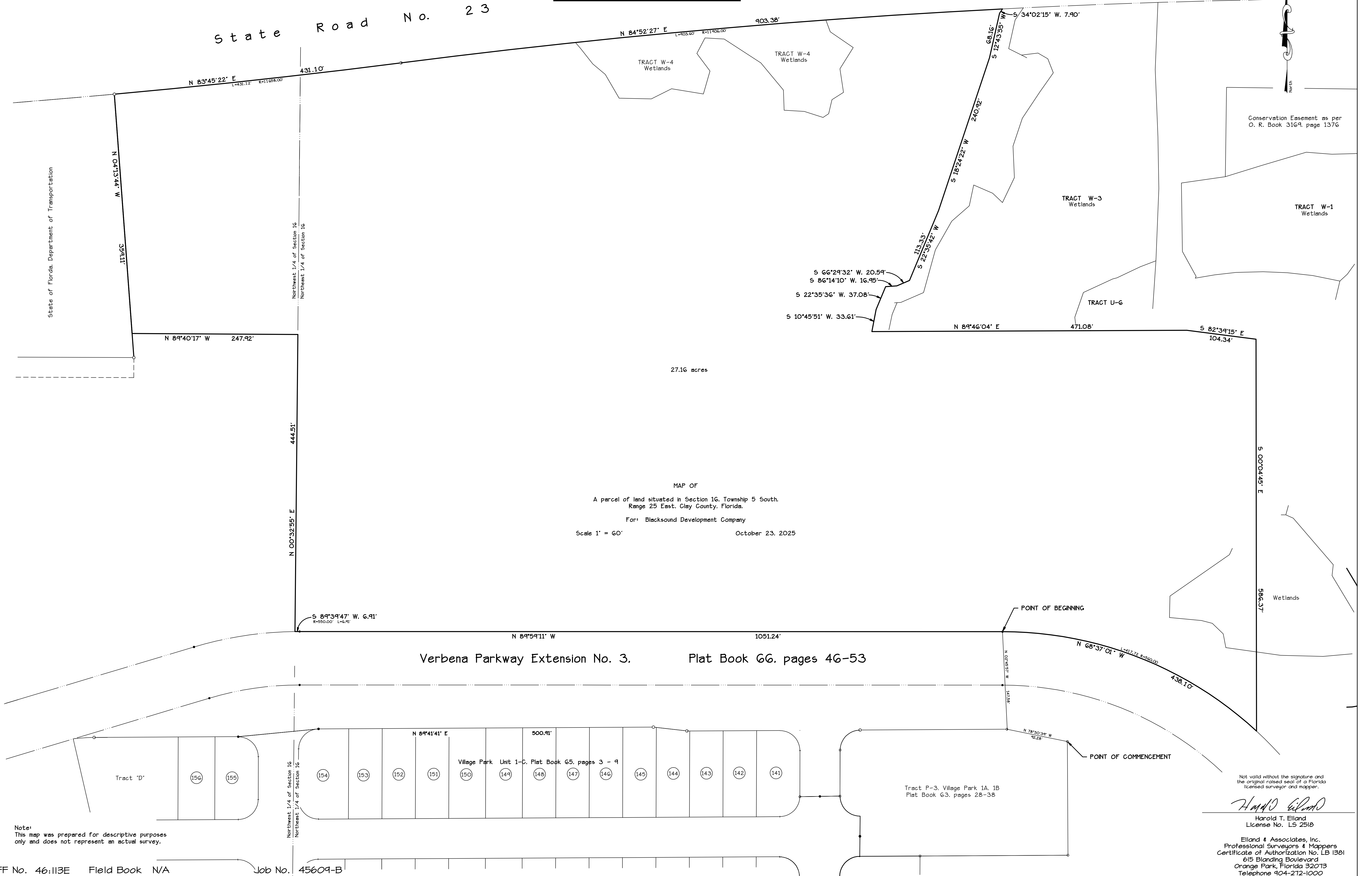
A parcel of land situated in Section 16, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northeast corner of Tract P-3, Village Park Unit 1A, 1B, according to plat thereof recorded in Plat Book 63, pages 28 through 38 of the public records of said county; thence on the northerly line thereof, North 78 degrees 30 minutes 39 seconds West, 92.28 feet; thence North 02 degrees 45 minutes 57 seconds West, 147.58 feet to the north line of Verbena Parkway Extension No. 3, according to plat thereof recorded in Plat Book 66, pages 46 through 53 of said public records and the point of beginning; thence on said north line, North 89 degrees 59 minutes 11 seconds West, 1051.24 feet; thence continue on said north line and along the arc of a curve concave southerly and having a radius of 550.00 feet, an arc distance of 6.91 feet, said arc being subtended by a chord bearing and distance of South 89 degrees 39 minutes 47 seconds West, 6.91 feet; thence North 00 degrees 32 minutes 55 seconds East, 444.51 feet; thence North 89 degrees 40 minutes 17 seconds West, 247.92 feet; thence North 04 degrees 13 minutes 44 seconds West, 359.11 feet to the south line of State Road No. 23; thence easterly, on said south line and along the arc of a curve concave northerly and having a radius of 11,658.00 feet, an arc distance of 431.12 feet, said arc being subtended by a chord bearing and distance of North 83 degrees 45 minutes 22 seconds East, 431.10 feet; thence continue on said south line and along the arc of a curve concave southerly and having a radius of 11,906.00 feet, an arc distance of 903.60 feet, said arc being subtended by a chord bearing and distance of North 84 degrees 52 minutes 27 seconds East, 903.38 feet; thence South 34 degrees 02 minutes 15 seconds West, 7.90 feet; thence South 12 degrees 43 minutes 55 seconds West, 68.16 feet; thence South 18 degrees 24 minutes 22 seconds West, 240.92 feet; thence South 22 degrees 35 minutes 42 seconds West, 113.33 feet; thence South 66 degrees 29 minutes 32 seconds West, 20.59 feet; thence South 86 degrees 14 minutes 10 seconds West, 16.95 feet; thence South 22 degrees 35 minutes 36 seconds West, 37.08 feet; thence South 10 degrees 45 minutes 51 seconds West, 33.61 feet; thence North 89 degrees 46 minutes 04 seconds East, 471.08 feet; thence South 82 degrees 39 minutes 15 seconds East, 104.34 feet; thence South 00 degrees 04 minutes 45 seconds East 586.37 feet to said north line of Verbena Parkway Extension No. 3; thence on said north line and along the arc of a curve concave southwesterly and having a radius of 560.00 feet, an arc distance of 417.72 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 68 degrees 37 minutes 01 second West, 438.10 feet; being 27.16 acres, more or less, in area.

October 24, 2025

Exhibit "A-6"

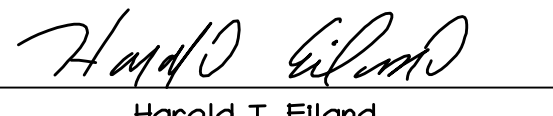
State Road No. 23



MAP OF
 A parcel of land situated in Section 16, Township 5 South,
 Range 25 East, Clay County, Florida.
 For: Blacksound Development Company
 Scale 1" = 60' October 23, 2025

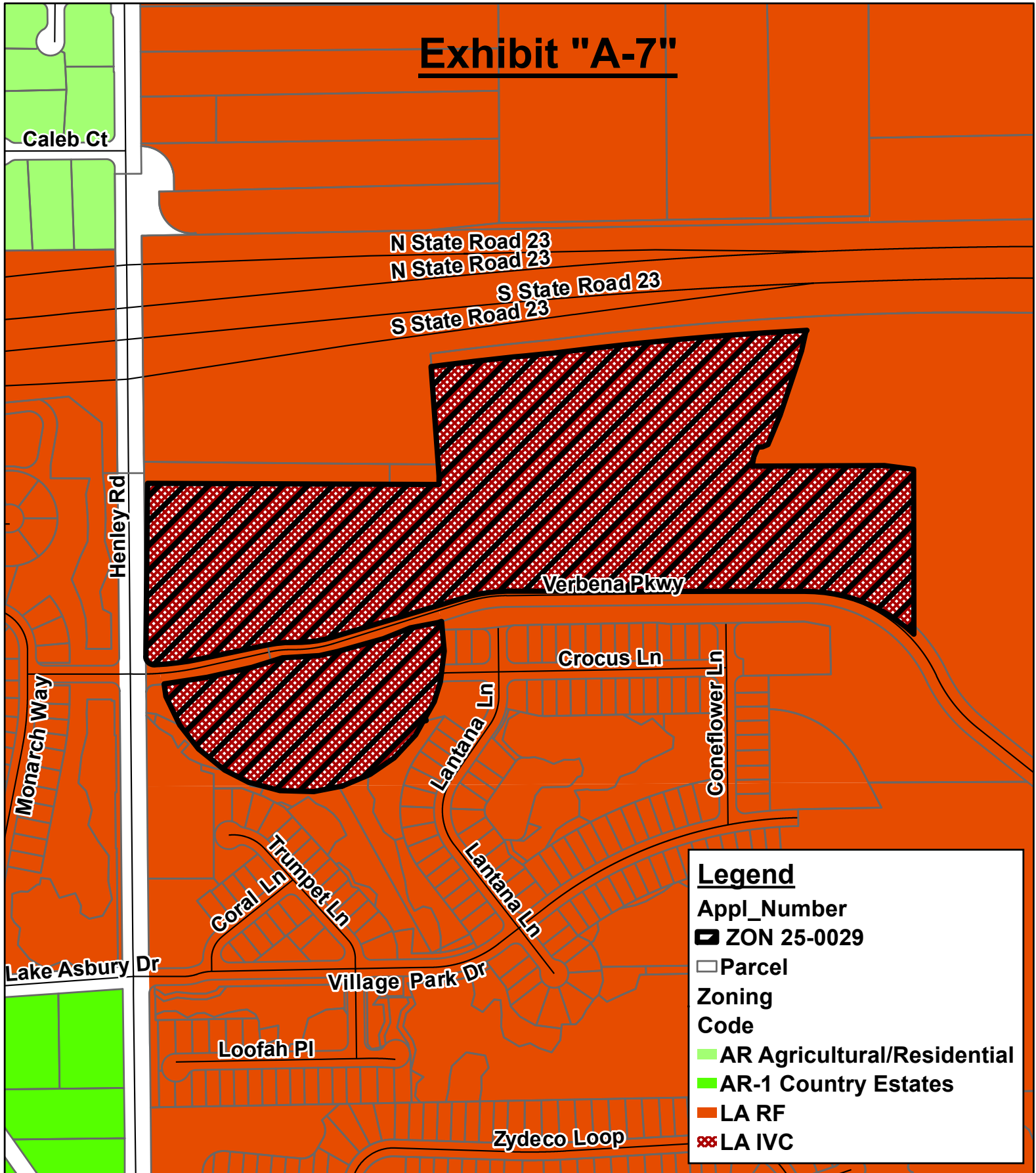
Verbena Parkway Extension No. 3. Plat Book 66, pages 46-53

Note:
 This map was prepared for descriptive purposes
 only and does not represent an actual survey.

Not valid without the signature and
 the original raised seal of a Florida
 licensed surveyor and mapper.

 Harold T. Eiland
 License No. LS 251B
 Eiland & Associates, Inc.
 Professional Surveyors & Mappers
 Certificate of Authorization No. LB 1301
 615 Blanding Boulevard
 Orange Park, Florida 32073
 Telephone 904-272-1000

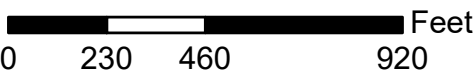
FF No. 46:113E Field Book N/A Job No. 45609-B

Exhibit "A-7"



Legend

Appl_Number
 ZON 25-0029
 Parcel
Zoning Code
 AR Agricultural/Residential
 AR-1 Country Estates
 LA RF
 LA IVC



**Proposed Zoning
 Rezoning: ZON 25-0029
 from LA IVC and LA RF to LA IVC**





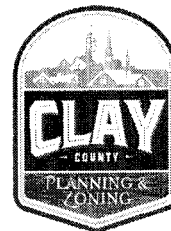
Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: 9/26/2025		CAC Meeting Date (if applicable): LA-PF 11/15
Date Rec: 10-3-25	Received By: EF	IMS #: ZON 25-0029

REZONING APPLICATION

Owner's Name: AY Ventures, Inc.		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 634 SW 137th Way		
City: Newberry	State: Florida	Zip Code: 32669
Phone: 904-591-8942 (agent)	Email: sfraser@bellsouth.net (agent)	

Parcel & Rezoning Information

Parcel Identification Number: 16-05-25-009339-005-00		
Address: Henley Road at First Coast Expressway		
City: Green Cove Springs	State: Florida	Zip Code: 32043
Number of Acres being Rezoned: 45.9	Current Zoning: IVC and RF	Current Land Use: IVC and RF
Proposed Zoning: IVC	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input checked="" type="checkbox"/>	
Property Will be Used as:	Permitted and Conditional Uses under the Zoning District	

Required Attachments

<input checked="" type="checkbox"/> Deed	<input checked="" type="checkbox"/> Survey	<input type="checkbox"/> Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
<input checked="" type="checkbox"/> Agents Authorization Attachment A-1	<input checked="" type="checkbox"/> Owner's Affidavit Attachment A-2	<input checked="" type="checkbox"/> Legal Description Attachment A-3
<input type="checkbox"/> Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4		

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

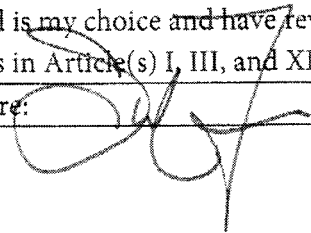
Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

Application Certification

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature:  Date: 10/3/25 Printed Name: SUSAN C FRADER

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Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: 9/26/2025		CAC Meeting Date (if applicable):
Date Rec: 10/3/2025	Received By: EF	IMS #: ZON 25-0029

REZONING APPLICATION

Owner's Name: Black Sound Development		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 634 SW 137th Way		
City: Newberry	State: Florida	Zip Code: 32669
Phone: 904-591-8942 (agent)	Email: slfraser@bellsouth.net (agent)	

Parcel & Rezoning Information

Parcel Identification Number: 16-05-25-009339-005-04		
Address: Henley Road at First Coast Expressway and Future Verbena Parkway		
City: Green Cove Springs	State: Florida	Zip Code: 32043
Number of Acres being Rezoned: xx	Current Zoning: IVC	Current Land Use: IVC
Proposed Zoning: IVC	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input checked="" type="checkbox"/>	
Property Will be Used as:	Permitted and Conditional Uses under the Zoning District	

Required Attachments

- Deed Survey Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
- Agents Authorization Attachment A-1 Owner's Affidavit Attachment A-2 Legal Description Attachment A-3
- Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4

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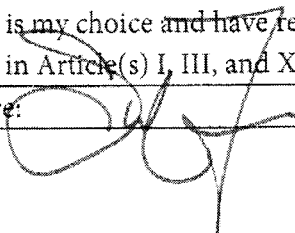
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Owner's Signature:  Date: 10/3/25 Printed Name: SUSAN C FRADER

The rest of this space is intentionally left blank



Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE: 4/8/2026

FROM: Dodie Selig, AICP, Chief
Planner

SUBJECT:

This application comprises amendments to two articles of the Land Development Code.

A. First, is an ordinance related to Article III which amends Sec. 3-33B.C.I.14.f and adds Sec. 3-33B.C.I.14.g.

B. Second, is an ordinance related to Article VII which amends Sec. 7-3 and adds Sec. 7-35.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

In addition to the strike-thru copies of both ordinances, a clean copy of the ordinance for Art. VII is provided for easier reading.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ ZON 26-0006 - Staff Report	Cover Memo	4/21/2026	BCC_Staff_Report_-_ZON_26-0006_(signs).ADA_aw.pdf
▢ ZON 26-0006_Ord_Art_III	Ordinance	4/6/2026	ordinance - ZON_26-0006_(Art_III)_Finaldsada.pdf
▢ ZON 26-0006 - ordinance (Art. VII)	Ordinance	4/21/2026	Ordinance_(draft-3)_-ZON_26-0006_(Art_VII)_20260416_-_Clean.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development	Carson, Beth	Approved	4/20/2026 - 4:26 PM	AnswerNotes

Services Economic and Development Services	Stewart, Chereese	Approved	4/21/2026 - 10:01 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/21/2026 - 11:20 AM	AnswerNotes



1 **Staff Report and Recommendations for ZON 26-0006**

2

3 **Copies of the application are available at the Clay County**
4 **Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5

6 **Owner / Applicant Information:**

Applicant: SRTG DEV OWNER, LLC

Agent: Frank Miller (Gunster)

Phone: 904-354-1980

Email: fmiller@gunster.com

7

8 **Introduction:**

9 This application comprises amendments to two articles of the Land Development Code. The first is an ordinance
10 related to Article III which amends Sec. 3-33B.C.I.14.f and adds Sec. 3-33B.C.I.14.g. The second is an ordinance
11 related to Article VII which amends Sec. 7-3 and adds Sec. 7-35. These changes are outlined in more detail
12 below.

13

14

15 **Changes to Article VII made after the Planning Commission and Lake Asbury/Penney Farms**
16 **CAC meetings:**

17 **** This section addresses comments made by the Planning Commission and then the Lake Asbury**
18 **Citizens Advisory Committee regarding the proposed changes to Article VII. The original staff report**
19 **follows this section. ****

20

21 FIRST CHANGE:

22 At the Planning Commission meeting on April 7, 2026, Staff stated that 2 changes were proposed to Article
23 VII after the staff report was completed and were therefore not in the ordinance before the commissioners at
24 that time. Those 2 changes are listed below:

25

- 26 • Under Types of Signage, the addition of Gateway Feature signs with a listing of criteria similar to
27 Directional signs.
- 28 • Under Location, the removal of Gateway Feature signs from the requirement that all signs located in
29 the right-of-way must be designed to break away upon impact.

30

31 SECOND CHANGE:

32 After the Planning Commission meeting the applicant requested a change related to the Gateway Feature sign
33 type which planning and legal staff have addressed with the following modifications:

34

- 35 • Gateway Feature sign means a sign structure located ~~at the beginning or terminus at the boundary~~
 36 of a geographic area depicted in a Master Site Plan which is designed to establish or identify a
 37 geographic location. A Gateway Feature sign may include symbols and/or minimal text indicating
 38 the location of a geographic area. Gateway Features shall be located adjacent to or within the right-
 39 of-way of a public or private roadway which provides primary access to the area defined by the Master
 40 Site Plan. may be located in the right of way only if approved as part of an MSP.
 41
- 42 • (a) **Location.**
- 43 • (1) Directional signs on the same side of a roadway shall be separated by a distance of 2,000 feet,
 44 with the exception that within 1,000 feet of the intersection of a roadway classified as a collector or
 45 higher, there shall be no more than one Directional sign for each direction of travel.
- 46 • (2) Directional or Gateway Feature signs that may be located within a road right-of-way shall be
 47 designed to meet break-away standards for safety.
- 48 • (3) Gateway Feature signs shall be separated by a distance of no less than 1 mile.
 49

50 THIRD CHANGE:

51

52 Temporary Monument Sign means a monument style sign structure that is located on a parcel within an MSP,
 53 in place of, and prior to, construction of a permanent Residential or Non-Residential Monument Sign.
 54 Temporary Monument Signs must maintain a five-foot setback from all property lines, must be located
 55 outside of any traveled way or sight visibility triangle and must be removed from a parcel upon construction
 56 of the permanent Monument Sign for that parcel.
 57

58 Unified Control means ~~ownership, leasehold or a recorded agreement that establishes responsibility for all~~
 59 ~~signs within an MSP~~ evidence that all property owners or leasehold interests within the area subject to an
 60 MSP have consented in a recorded agreement to all of the terms and provisions of the MSP and shall be
 61 entitled to all the MSP benefits and subject to all the MSP burdens.
 62

- 63 (a) **Types of Signage.** Sign types allowed under an MSP for a Unified Large-Scale Development shall be
 64 limited to the following:

<u>Signage Type</u>	<u>Sign Structure Height</u>	<u>Sign Face Area</u>
<u>Gateway Feature</u>	<u>15 feet</u>	<u>150 sq.ft.</u>
<u>Non-Residential Monument Sign</u>	<u>15 feet</u>	<u>150 sq.ft.</u>
<u>Residential Monument Sign</u>	<u>8 feet</u>	<u>32 sq.ft.</u>
<u>Temporary Monument Sign (Resid. Or Non-Resid.)</u>	<u>8 feet</u>	<u>32 sq.ft.</u>
<u>Directional Sign</u>	<u>8 feet</u>	<u>32 sq.ft.</u>

65

66 (2) A Gateway Feature Sign shall:

- a. Contain no more than the minimum text necessary to establish or identify the geographic location;
- b. Not include commercial advertising, promotional language, or price information;
- c. Be uniform in design, including size, color, materials, and typography, as established by the MSP standards; and
- d. Be placed and maintained only at the boundary of a geographic area depicted in an MSP.

(i) Conditions of Approval.

- (1) A recorded agreement documenting Unified Control over the defined geographic area covered by the MSP.
- (2) The MSP shall run with the land.
- (3) All signs shall be installed and maintained in accordance with the approved MSP.
- (4) Any modification to sign location, size, or design shall require MSP amendment.
- (5) Failure to maintain compliance may result in revocation of the MSP and removal of nonconforming signs.

**** The text below this line was included in the staff report to the Planning Commission. The changes proposed to Article III are not altered. However, the changes proposed to Article VII have altered as described above such that staff suggests reading the proposed Article VII ordinance instead of the summary section below. The remainder of the staff report contains no changes ****

Description of Proposed Change:

Article III, Sec. 3-33B.C.I.14.f

- i. Pole or pylon signs: (except as may be allowed as part of a Unified Large Scale Development Master Sign Plan under Art. VII, Sign Regulations);
- ii. Billboards ~~and off-premises signs;~~
- iii. Off-premises signs (except as may be allowed as part of a Unified Large Scale Development Master Sign Plan under Art. VII, Sign Regulations);

Article III, Sec. 3-33B.C.I.14.g

- a. Unified Large-Scale Development Signs. Signage for a project meeting the definition of a Unified Large-Scale Development under Art. VII, Sign Regulations of Clay County, Florida, shall be regulated by the provisions of that article.

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Article VII, Sec. 7-3

Billboard means ~~a sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located~~ a type of off-site sign that has a sign face greater than 250 sq.ft. in area.

Directional sign means a sign lawfully installed within a road right-of-way that provides limited navigational guidance to motorists, bicyclists, or pedestrians by means of arrows, symbols, or minimal text indicating the location or direction of a geographic area, public facility, civic use, or legally permitted land use. For purposes of this code, a Directional Sign is regulated based on its location, physical characteristics, and function of conveying navigation, and not on the specific identity or category of the destination named. Directional signs may only be located in the right-of-way if approved as part of a MSP.

Freestanding sign means a sign supported by structures or supports that are placed on or anchored in the ground ~~or~~ at ground level and which are independent of any building or other structure. ~~Unless otherwise limited or restricted, a freestanding sign may be either a freestanding monument sign or a freestanding pole sign.~~

Freestanding mMonument or Ground sign means ~~a freestanding sign whose ratio of width of sign to width of support is less than 3 to 1~~ a type of freestanding sign that is not supported by a pole structure and is placed upon the ground independent of support from the face of a building and that is constructed of a solid material such as wood, masonry or high-density urethane.

Freestanding pPole sign means ~~a freestanding sign whose ratio of width of sign to width of support is equal to or greater than 3 to 1.~~ a type of freestanding sign that is supported by one or more poles and otherwise separated from the ground by air. A pole sign is not a monument sign.

Gateway Feature sign means a sign structure located at the beginning or terminus of a geographic area which is designed to establish or identify a geographic location. A Gateway Feature sign may include symbols and/or minimal text indicating the location of a geographic area. Gateway Features may only be located in the right-of-way if approved as part of a MSP.

Ground sign means a type of freestanding sign that is placed upon the ground independent of

139 support from the face of a building and that is constructed of a solid material such as wood,
140 masonry or high-density urethane.

141
142 Master Sign Plan (MSP) means a unified signage plan that is governed by uniform design
143 standards including location, size, height, design and physical characteristics of multiple signs
144 within a defined geographic area under unified control.

145
146 Non-Residential Monument Sign means a monument style sign structure that is located on a
147 parcel with a non-residential zoning district designation.

148
149 Off-premise sign or off-site sign means any sign ~~greater than six square feet relating in its subject~~
150 ~~matter to commodities, accommodations, services or activities that draws attention to or~~
151 ~~communicates information about a business, profession, service, commodity, product,~~
152 ~~accommodation, event, attraction or other enterprise or activity that exists or is conducted,~~
153 ~~manufactured, sold, offered, maintained or provided~~ on a premises parcel of land other than the
154 ~~premises parcel~~ on which the sign is located. Off-premise/off-site signs are prohibited except as
155 expressly authorized within the Land Development Regulations.

156
157 On-premise sign or on-site sign means any sign ~~relating in its subject matter that draws attention~~
158 ~~to or communicates information about a business, profession, service, commodity, product,~~
159 ~~accommodation, event, attraction or other enterprise or activity that exists or is conducted,~~
160 ~~manufactured, sold, offered, maintained or provided to the commodities, accommodations,~~
161 ~~service or activities~~ on the premises parcel of land on which ~~it~~ the sign is located.

162
163 Residential Monument Sign means a monument style sign structure that is located on a parcel
164 with a residential zoning district designation.

165
166 Unified Control means ownership, leasehold or a recorded agreement that establishes
167 responsibility for all signs within a Master Sign Plan.

168
169 Unified Large-Scale Development means a comprehensive master planned, multi-phase
170 development incorporating a combination of residential, commercial, retail and/or office uses and
171 consisting of not less than 2,000 contiguous acres.

172

173 Article VII, Sec. 7-35

174 Notwithstanding anything contained in this Article or other provisions of the Clay County Land
175 Development Code, for any Unified Large-Scale Development, the Director of Planning and
176 Zoning shall be authorized to approve a cohesive and comprehensive master or unified signage
177 plan (“Master Sign Plan” or “MSP”) for the overall development that deviates from the provisions
178 of this Article, and other provisions contained within the Clay County Land Development Code.

179

180 **A Master Sign Plan shall be regulated as follows:**

181 An applicant for approval of a Unified Large-Scale Development Master Sign Plan shall deliver
182 the Master Sign Plan to the County’s Director of Planning and Zoning or his or her designee, or
183 such other person as may be designated by the County.

184

185 a) At a minimum, each Master Sign Plan shall have:

- 186 (1) a clearly defined geographic boundary;
187 (2) a demonstrated coordinated development or planning concept; and
188 (3) unified control established prior to approval.

189 b) Submittal Requirements.

190 (1) A map showing:

- 191 i. MSP boundaries
192 ii. All proposed sign locations for each proposed sign type
193 iii. Adjacent roadways and intersections

194 (2) A sign schedule including:

- 195 i. Number of signs by sign type
196 ii. Maximum sign face area and sign structure height
197 iii. Type of sign structure (monument, pole, wall, etc.)

198 (3) Design standards addressing:

- 199 i. Materials
200 ii. Colors
201 iii. Illumination
202 iv. Structural Form
203 v. Spacing and setback criteria

204 (4) Establishment of a means of Unified Control for all properties within the MSP
205 including a maintenance plan identifying responsible parties

206 (5) Documentation demonstrating compliance with applicable state regulations,
207 including those governing signs adjacent to regulated highways.

208

209 **Types of Signage**

210 Sign types allowed under a Master Sign Plan shall be limited to the following:

<u>Signage Type</u>	<u>Sign Structure Height</u>	<u>Sign Face Area</u>
<u>Gateway Feature</u>	<u>15 feet</u>	<u>150 sq.ft.</u>
<u>Non-Residential Monument Sign</u>	<u>15 feet</u>	<u>150 sq.ft.</u>
<u>Residential Monument Sign</u>	<u>8 feet</u>	<u>32 sq.ft.</u>
<u>Directional Sign</u>	<u>8 feet</u>	<u>32 sq.ft.</u>

211

212 A Directional Sign shall:

- 213 1. Contain no more than the minimum text necessary to identify the destination and
214 convey direction or distance;
- 215 2. Not include commercial advertising, promotional language, or price information;
- 216 3. Be uniform in design, including size, color, materials, and typography, as established
217 by the Master Sign Plan standards; and
- 218 4. Be placed and maintained only in accordance with objective location criteria (e.g.,
219 intersections, decision points, or access points), without regard to the content of the
220 message displayed.

221 **Maximum Sign Height and Sign Face Area**

222 Sign height shall be measured from the mean elevation of the ground at the base of the sign structure to the top of
223 the highest component of the sign structure. Sign height for signs located in the right-of-way adjacent to a roadway
224 which have a base elevation lower than the road level shall be measured from the elevation at the nearest point of the
225 crown of the roadway to the top of the highest component of the sign structure. Signs on parcels adjacent to two or
226 more roadways shall be measured from the crown of the lower elevation roadway.

227

228 **Location**

229 Directional signs on the same side of a roadway shall be separated by a distance of 2,000 feet, with the exception that
230 within 1,000 feet of the intersection of a roadway classified as a collector or higher, there shall be no more than one
231 Directional sign for each direction of travel.

232 Directional or Gateway Feature Signs that may be located within a road right-of-way shall be designed
233 to meet break-away standards for safety.

234

235 **Setbacks**

236 Setbacks for signage under this section shall comply with those of Article VII.
237 Signs located in any road right-of-way shall require a right-of-way use permit approval by the County Engineer.

238
239 **Illumination**

240 Lighting features of illuminated signs shall be focused, directed, and so arranged as to prevent glare or direct
241 illumination or traffic hazard from said light onto residential districts or onto the abutting roadways. Illuminated
242 signs shall not interfere with pedestrian or motorist vision. No flashing or pulsating lights shall be permitted on any
243 sign.

244
245 **Conditions of Approval**

246 The MSP shall run with the land.
247 All signs shall be installed and maintained in accordance with the approved plan.
248 Any modification to sign location, size, or design shall require MSP amendment.
249 Failure to maintain compliance may result in revocation of the MSP and removal of nonconforming signs.

250
251 **Administrative Approval Process**

252 For a Master Sign Plan that includes a means of Unified Control for all properties within the Master Sign Plan, the
253 Director of Planning and Zoning is authorized to permit deviations from and/or variances of the requirements of
254 this Article and the Clay County Land Development Code for a Master Sign Plan that include, but are not limited
255 to, increased height and sign face area of freestanding pole signage, increased height and sign face area of
256 freestanding monument signage, reduction in setbacks, permitting off-site signage inside the boundaries of the
257 Master Sign Plan, permitting non-commercial, gateway feature, sign structures associated with geographic areas in
258 public or county rights-of-way. Permitted deviations from the maximum sign height and/or sign face area from
259 those established in this section are as follows:

<u>Signage Type</u>	<u>Waiver %</u>
<u>Gateway Feature</u>	<u>10%</u>
<u>Non-Residential Monument Sign</u>	<u>15%</u>
<u>Residential Monument Sign</u>	<u>15%</u>

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262 The following are not permitted under the Administrative Approval Process:

- 263 1. Billboard signs shall not be permitted.

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2. Any sign prohibited under state or federal law

Nothing herein shall be construed to authorize any sign prohibited under Chapter 479, Florida Statutes, or under the jurisdiction of the Florida Department of Transportation.

The Administrative review shall be limited to the physical characteristics, location, and design of proposed signage, and shall not consider the content of any message displayed. Approval shall be based on the objective criteria set forth herein.

The Director of Planning and Zoning, or authorized representative, shall approve a Master Sign Plan only if he/she finds the following content-neutral criteria have been met:

1. The plan establishes a coordinated and integrated signage system.
2. The proposed signage is compatible in scale and placement with surrounding land uses.
3. The plan promotes traffic safety, including visibility and spacing.
4. The plan results in equal or reduced visual clutter compared to signage otherwise permitted.
5. The plan includes objective and enforceable design standards.
6. Adequate maintenance responsibility is established.
7. The plan complies with all applicable state and federal laws, including those governing outdoor advertising.

The review of the Master Sign Plan application shall be completed within fifteen business days, and the application shall be granted, granted with conditions or modifications or denied within that time frame.

Upon the approval of any Master Sign Plan or any amendment or modification thereof, the approved Master Sign Plan shall be added to the County's overlay maps as determined by the Director of Planning and Zoning.

Signs included in a Master Sign Plan which do not meet the criteria for sign height and/or sign face area may seek an Administrative Waiver under this section.

Signs which do not meet the criteria for an Administrative Waiver may seek approval from the Board of County Commissioners under this section. The Master Sign Plan may be administratively approved by removing any

296 sign(s) not meeting the requirements. The Master Sign Plan administrative approval may also be delayed at the
297 request of the applicant in order for the Board to make a determination on a sign or signs which do not meet the
298 requirements for administrative review.

299

300 **Amendment Process**

301 Any approved Master Sign Plan may be amended and modified for among other purposes to add or delete any sign
302 or any property from the boundaries of the Master Sign Plan, or to otherwise revise, amend or modify the approved
303 Master Sign Plan.

304 In no case shall a Master Sign Plan boundary be reduced below the minimum threshold required for a Unified
305 Large-Scale Development.

306 Any sign on a parcel of land removed from an approved MSP, which does not meet the requirements of Article VII
307 at the time the parcel is removed from the MSP, shall be brought into compliance with the requirements of Article
308 VII within 180 days or removed from the parcel.

309 Any application to amend or modify an approved Master Sign Plan shall be reviewed in the same manner as an
310 original application for approval of a Master Sign Plan.

311

312 **Appeal Process for Administrative Decision**

313 In the event that no decision is rendered, or the application is granted with conditions or modifications or denied
314 within fifteen business days following submission, the applicant may appeal to the Board County Commissioners.
315 Any appeal shall be heard and a decision rendered within the time frames specified in this Article or otherwise set
316 forth or provided for appeals.

317

318 **Board Approval Process**

319 The Board of County Commissioners shall review the following:

- 320 1. Any sign included in a Master Sign Plan which is greater in height, size or sign face area than is
321 permitted under a Master Sign Plan.
- 322 2. Any Master Sign Plan that does not include a means of Unified Control for all properties within the
323 boundaries of the Master Sign Plan.

324

325 Signs and Master Sign Plans to be heard by the Board shall be submitted to and heard at public meetings of the
326 Planning Commission and Board of County Commissioners for approval, with posting of signs and publication of
327 notice of the meetings in the same fashion as required for applications for re-zonings.

328

329 The Board's review shall be limited to the physical characteristics, location, and design of proposed signage, and shall
330 not consider the content of any message displayed. Approval shall be based on the objective criteria set forth herein.

331
332 The Board shall approve a Master Sign Plan only if it finds the following content-neutral criteria have been met:

- 333 1. The plan establishes a coordinated and integrated signage system.
- 334 2. The proposed signage is compatible in scale and placement with surrounding land uses.
- 335 3. The plan promotes traffic safety, including visibility and spacing.
- 336 4. The plan results in equal or reduced visual clutter compared to signage otherwise permitted.
- 337 5. The plan includes objective and enforceable design standards.
- 338 6. Adequate maintenance responsibility is established.
- 339 7. The plan complies with all applicable state and federal laws, including those governing outdoor
340 advertising.

341
342 Signs approved by the Board of County Commissioners under this section shall be considered an amendment to
343 the Master Sign Plan and shall be added to the Master Sign Plan in the same manner as an original application for
344 approval of a Master Sign Plan.

345
346 **Ownership and Maintenance**

347 All signs within an MSP shall be subject to unified control. A recorded agreement shall:

- 348 1. Assign responsibility for maintenance and compliance
- 349 2. Authorize enforcement by the County

350
351 **Nonconforming MSP signs**

352 Signs found to be nonconforming under a MSP shall be subject to the provisions of Article VII.

353
354 **Relevant Clay County 2045 Comprehensive Plan Policies**

355 The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment:

- 356 BF FLU POLICY 1.4.9
357 BF Mixed Use (BF MU)
358 1) Gateway Overlay

359 The Gateway shall be implemented through such features as... a unified sign format and
360 place finding markers, unified street lighting and landscaping.

361
362 LA FLU Policy 1.6.9

363 Signs will be designed to blend in with the landscape and architecture, and design standards shall be
364 provided within PUDs.

365

366 **Analysis of Proposed Amendment:**

367 *(a) Whether the proposed amendment is necessary as a result of a change of Florida, is corrective in nature,*
368 *or is necessary to implement the requirements of the Code or the Plan;*

369 Staff Finding: The proposed amendment is necessary for consistency with the provisions
370 of the Comprehensive Plan.

371 *(b) The relationship of the proposed change to the policies and objectives of the Plan with consideration as*
372 *to whether the proposed change will further the purposes and intent of the Code and the Plan.*

373 Staff Finding: The proposed amendment will further the intent of the Code and the
374 Comprehensive Plan by providing a process for the creation of a unified
375 signage plan.

376 A copy of the proposed amendment is attached.

377

378 **Recommendation**

379 Staff recommends approval of ZON 26-0006.

380

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.C.I.14.f. LAKE ASBURY, PROHIBITED SIGNS; ADDING A NEW SECTION 3-33B.C.I.14.g. LAKE ASBURY, UNIFIED LARGE-SCALE DEVELOPMENT SIGNS; 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.C.I.14 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.C.I.14.f, Article III is hereby amended as follows:

f. Prohibited Signs.

- i. Pole or pylon signs: (except as may be allowed as part of a Unified Large-Scale Development Master Sign Plan under Art. VII, Sign Regulations);
- ii. ~~Billboards and off-premises signs;~~
- iii. Off-premises signs (except as may be allowed as part of a Unified Large-Scale Development Master Sign Plan under Art. VII, Sign Regulations);
- iii iv. Flashing or revolving signs, except for barber poles (allowable only in the supplemental sidewalk zone in shopping streets in the Community and Activity Center and in the Neighborhood Center);
- iv v. Roof signs;
- v vi. Any sign suspended between poles and illuminated by a series of lights;
- vi vii. Any sign erected on a tree or utility pole, or painted or drawn on a rock or other natural feature;
- vii viii. Any sign suspended between poles which is either a pennant or spinner;
- viii ix. Signs which contain, include, or are illuminated by any flashing, intermittent, or moving light or light except for those giving public service information such as time, date, temperature, weather, or similar information.

Section 3. Section 3-33B.C.I.14.g, Article III is hereby added as follows:

- g. Unified Large-Scale Development Signs. Signage for a project meeting the definition of a Unified Large-Scale Development under Art. VII, Sign Regulations, shall be regulated by the provisions of that article.

Section 4. 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 5. 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 April, 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

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING ARTICLE VII OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO. 2004-34, AS SUBSEQUENTLY AMENDED, AND COMPRISING THE SIGN REGULATIONS, BY AMENDING SECTION 7-3. DEFINITIONS; ADDING A NEW SECTION 7-35. UNIFIED LARGE-SCALE DEVELOPMENT SIGNS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 2004-34, as amended, which created Article VII of the Clay County Land Development Code being the Sign Regulations; and,

WHEREAS, the purpose of Article VII is to allow coordinated and integrated signage systems within defined areas; reduce visual clutter and improve traffic safety through coordinated design and placement; and ensure that sign regulations are content-neutral and based on objective physical and locational characteristics; and,

WHEREAS, the Board desires to amend certain provisions in Article VII to provide flexibility from standard sign regulations where a unified plan is demonstrated, 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 VII” shall mean and refer to Article VII of the Clay County Land Development Code, being the codification of Ordinance 2004-34, as subsequently amended, and comprising the Sign Regulations.

Section 2. Section 7-3, Definitions, Article VII is hereby amended as follows, with the resulting section being alphabetized after all changes to the definitions have been made:

[. . .]

Billboard means ~~a sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located~~ a type of off-site sign that has a sign face greater than 250 sq.ft. in area.

[. . .]

Directional sign means a sign lawfully installed within a road right-of-way that provides limited navigational guidance to motorists, bicyclists, or pedestrians by means of arrows, symbols, or minimal text indicating the location or direction of a geographic area, public facility, civic use, or legally permitted land use. For purposes of this code, a Directional Sign is regulated based on its location, physical characteristics, and function of conveying navigation, and not on the specific identity or category of the destination named. Directional signs may be located in the right-of-way only if approved as part of an MSP.

[. . .]

~~Freestanding sign~~ means a sign supported by structures or supports that are placed on or anchored in the ground or at ground level and which are independent of any building or other structure. ~~Unless otherwise limited or restricted, a freestanding sign may be either a freestanding monument sign or a freestanding pole sign.~~

~~Freestanding m~~Monument sign means a ~~freestanding sign whose ratio of width of sign to width of support is less than 3 to 1~~ a type of freestanding sign that is not supported by a pole structure and is placed upon the ground independent of support from the face of a building and that is constructed of a solid material such as wood, masonry or high-density urethane.

~~Freestanding p~~Pole sign means a ~~freestanding sign whose ratio of width of sign to width of support is equal to or greater than 3 to 1~~ a type of freestanding sign that is supported by one or more poles and otherwise separated from the ground by air. A pole sign is not a monument sign.

[. . .]

Gateway Feature sign means a sign structure located at the boundary of a geographic area depicted in a Master Site Plan and which is designed to establish or identify a geographic location. A Gateway Feature sign may include symbols and/or minimal text indicating the location of a geographic area. Gateway Features shall be located adjacent to or within the right-of-way of a public or private roadway which provides primary access to the area defined by the Master Site Plan.

[. . .]

Ground sign means a type of freestanding sign that is placed upon the ground independent of support from the face of a building and that is constructed of a solid material such as wood, masonry or high-density urethane.

[. . .]

Master Sign Plan (MSP) means a unified signage plan that is governed by uniform design standards including location, size, height, design and physical characteristics of multiple signs within a defined geographic area under Unified Control.

[. . .]

Non-Residential Monument Sign means a monument style sign structure that is located on a parcel with a non-residential zoning district designation.

Off-premise sign or off-site sign means any sign ~~greater than six square feet relating in its subject matter to commodities, accommodations, services or activities~~ that draws attention to or communicates information about a business, profession, service, commodity, product, accommodation, event, attraction or other enterprise or activity that exists or is conducted, manufactured, sold, offered, maintained or provided on a ~~premises~~ parcel of land other than the ~~premises~~ parcel on which the sign is located. Off-premise/off-site signs are prohibited except as expressly authorized within the Land Development Regulations.

On-premise sign or on-site sign means any sign ~~relating in its subject matter~~ that draws attention to or communicates information about a business, profession, service, commodity, product, accommodation, event, attraction or other enterprise or activity that exists or is conducted,

manufactured, sold, offered, maintained or provided to the commodities, accommodations, service or activities on the premises parcel of land on which it the sign is located.

[. . .]

Residential Monument Sign means a monument style sign structure that is located on a parcel with a residential zoning district designation.

[. . .]

Temporary Monument Sign means a monument style sign structure that is located on a parcel within an MSP, in place of, and prior to, construction of a permanent Residential or Non-Residential Monument Sign. Temporary Monument Signs must maintain a five-foot setback from all property lines, must be located outside of any traveled way or sight visibility triangle, and must be removed from a parcel upon construction of the permanent Monument Sign for that parcel.

[. . .]

Unified Control means evidence that all property owners or leasehold interests within the area subject to an MSP have consented in a recorded agreement to all of the terms and provisions of the MSP and shall be entitled to all the MSP benefits and subject to all the MSP burdens.

Unified Large-Scale Development means a comprehensive master planned, multi-phase development incorporating a combination of residential, commercial, retail and/or office uses and consisting of not less than 2,000 contiguous acres.

[. . .]

Section 3. Section 7-35, Unified Large-Scale Development Signs, Article VII is hereby created as follows:

Sec. 7-35. Unified Large-Scale Development Signs.

- (a) Notwithstanding anything contained in this Article or other provisions of the Clay County Land Development Code, for any Unified Large-Scale Development, the Director of Planning and Zoning shall be authorized to approve a cohesive and comprehensive master or unified signage plan (“Master Sign Plan” or “MSP”) for the overall development that deviates from the provisions of this Article, and other provisions contained within the Clay County Land Development Code.
- (b) **Master Sign Plan.** An applicant seeking approval of an MSP for a Unified Large-Scale Development shall submit an MSP to the County’s Director of Planning and Zoning or his or her designee, or such other person as may be designated by the County.
 - (1) At a minimum, each MSP shall have:
 - a. a clearly defined geographic boundary;
 - b. a demonstrated coordinated development or planning concept; and
 - c. Unified Control established prior to approval.
 - (2) Submittal Requirements.

- a. A map showing:
 - 1. MSP boundaries;
 - 2. All proposed sign locations for each proposed sign type; and
 - 3. Adjacent roadways and intersections.
- b. A sign schedule including:
 - 1. Number of signs by sign type;
 - 2. Maximum sign face area and sign structure height; and
 - 3. Type of sign structure (monument, pole, wall, etc.).
- c. Design standards addressing:
 - 1. Materials;
 - 2. Colors;
 - 3. Illumination;
 - 4. Structural Form; and
 - 5. Spacing and setback criteria.
- d. Establishment of a means of Unified Control for all properties within the MSP including a maintenance plan identifying responsible parties; and
- e. Documentation demonstrating compliance with applicable state regulations, including those governing signs adjacent to regulated highways.

(c) **Types of Signage.** Sign types allowed under an MSP for a Unified Large-Scale Development shall be limited to the following:

<u>Signage Type</u>	<u>Sign Structure Height</u>	<u>Sign Face Area</u>
<u>Gateway Feature</u>	<u>15 feet</u>	<u>150 sq.ft.</u>
<u>Non-Residential Monument Sign</u>	<u>15 feet</u>	<u>150 sq.ft.</u>
<u>Residential Monument Sign</u>	<u>8 feet</u>	<u>32 sq.ft.</u>
<u>Temporary Monument Sign (Resid. or Non-Resid.)</u>	<u>8 feet</u>	<u>32 sq.ft.</u>
<u>Directional Sign</u>	<u>8 feet</u>	<u>32 sq.ft.</u>

(1) A Directional Sign shall:

- a. Contain no more than the minimum text necessary to identify the destination and convey direction or distance;
- b. Not include commercial advertising, promotional language, or price information;
- c. Be uniform in design, including size, color, materials, and typography, as established by the MSP standards; and
- d. Be placed and maintained only in accordance with objective location criteria (e.g., intersections, decision points, or access points).

(2) A Gateway Feature Sign shall:

- a. Contain no more than the minimum text necessary to establish or identify the geographic location;

- b. Not include commercial advertising, promotional language, or price information;
 - c. Be uniform in design, including size, color, materials, and typography, as established by the MSP standards; and
 - d. Be placed and maintained only at the boundary of a geographic area depicted in an MSP.
- (d) **Maximum Sign Height and Sign Face Area.** Sign height shall be measured from the mean elevation of the ground at the base of the sign structure to the top of the highest component of the sign structure. Sign height for signs located in the right-of-way adjacent to a roadway which have a base elevation lower than the road level shall be measured from the elevation at the nearest point of the crown of the roadway to the top of the highest component of the sign structure. Signs on parcels adjacent to two or more roadways shall be measured from the crown of the lower elevation roadway.
- (e) **Location.**
- (1) Directional signs on the same side of a roadway shall be separated by a distance of 2,000 feet, with the exception that within 1,000 feet of the intersection of a roadway classified as a collector or higher, there shall be no more than one Directional sign for each direction of travel.
 - (2) Directional signs that may be located within a road right-of-way shall be designed to meet break-away standards for safety.
 - (3) Gateway Feature signs shall be separated by a distance of no less than 1 mile.
- (f) **Setbacks.**
- (1) Setbacks for signage under this section shall comply with those of Article VII.
 - (2) Directional or Gateway Feature signs located in any road right-of-way shall require approval of a right-of-way use permit approval by the County Engineer.
- (g) **Illumination.** Lighting features of illuminated signs shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said light onto residential districts or onto the abutting roadways. Illuminated signs shall not interfere with pedestrian or motorist vision. No flashing or pulsating lights shall be permitted on any sign.
- (h) **Ownership and Maintenance.** All signs within an MSP shall be subject to Unified Control with a recorded agreement between all property owners or leasehold interests that:
- (1) Assigns responsibility for maintenance and compliance;
 - (2) Authorizes enforcement by the County; and
 - (3) Runs with the land.
- (i) **Conditions of Approval.**

- (1) A recorded agreement documenting Unified Control over the defined geographic area covered by the MSP.
- (2) The MSP shall run with the land.
- (3) All signs shall be installed and maintained in accordance with the approved MSP.
- (4) Any modification to sign location, size, or design shall require MSP amendment.
- (5) Failure to maintain compliance may result in revocation of the MSP and removal of nonconforming signs.

(j) **Administrative Approval Process**

- (1) For review and approval of an MSP for a Unified Large-Scale Development, the Director of Planning and Zoning may authorize deviations from and/or variances of the requirements of this Article and the Clay County Land Development Code that include, but are not limited to, increased height and sign face area of freestanding pole signage, increased height and sign face area of freestanding monument signage, reduction in setbacks, permitting certain off-site signage inside the boundaries of the MSP, and permitting non-commercial, gateway feature, sign structures associated with geographic areas in public or county rights-of-way. The deviations from the maximum sign height and/or sign face area from those established in this Article are limited as follows:

<u>Signage Type</u>	<u>Waiver %</u>
<u>Gateway Feature</u>	<u>10%</u>
<u>Non-Residential Monument Sign</u>	<u>15%</u>
<u>Residential Monument Sign</u>	<u>15%</u>

- (2) The following signs are not permitted in an MSP:
 - a. Billboard signs.
 - b. Any sign prohibited under Chapter 479, Florida Statutes, or under the jurisdiction of the Florida Department of Transportation.
 - c. Any sign prohibited under any other state or federal law.
- (3) The administrative review shall be limited to the physical characteristics, location, and design of proposed signage, and shall not consider the content of any message displayed. Approval shall be based on the objective criteria set forth herein.
- (4) The Director of Planning and Zoning, or authorized representative, shall approve an MSP only if he/she finds the following content-neutral criteria have been met:
 - a. The plan establishes a coordinated and integrated signage system.
 - b. The proposed signage is compatible in scale and placement with surrounding land uses.
 - c. The plan promotes traffic safety, including visibility and spacing.

- d. The plan results in equal or reduced visual clutter compared to signage otherwise permitted.
 - e. The plan includes objective and enforceable design standards.
 - f. Adequate maintenance responsibility is established.
 - g. The plan complies with all applicable state and federal laws, including those governing outdoor advertising.
- (5) The MSP may be administratively approved by removing any sign(s) not meeting the requirements. Approval for signs which do not meet the requirements may be sought from the Board. The MSP administrative approval may also be delayed at the request of the applicant in order for the Board to make a determination on a sign(s) which does not meet the requirements for administrative review.
 - (6) The review of an MSP application shall be completed within fifteen business days of receipt of the application, and the application shall be granted, granted with conditions or modifications, or denied within that time frame.
 - (7) Upon the approval of any MSP or any amendment or modification thereof, the approved MSP shall be added to the County's overlay maps as determined by the Director of Planning and Zoning.

(k) **Amendment Process**

- (1) Any approved MSP may be amended and modified for among other purposes to add or delete any sign or any property from the boundaries of the Master Sign Plan, or to otherwise revise, amend or modify the approved MSP consistent with the requirements in this section.
 - (2) Any application to amend or modify an approved MSP shall be reviewed in the same manner as an original application for approval of an MSP.
 - (3) In no case shall the acreage of an MSP be reduced below the minimum threshold required for a Unified Large-Scale Development.
 - (4) Any sign on a parcel of land removed from an approved MSP, which does not meet the requirements of Article VII at the time the parcel is removed from the MSP, shall be brought into compliance with the requirements of Article VII within 180 days or removed from the parcel.
- (l) **Board Approval Process.** An applicant may request review by the Board of County Commissioners of the following:
- (1) An MSP application upon which no decision is rendered, that is granted with conditions or modifications, or that is denied.
 - (2) Any sign removed from an MSP through the administrative approval process as greater in height, size or sign face area than is permitted under this section for an MSP.

- (3) Any MSP that does not include a means of Unified Control for all properties within the boundaries of the MSP.
- (4) The Board’s review shall be limited to the physical characteristics, location, and design of proposed signage, and shall not consider the content of any message displayed. Approval shall be based on the objective criteria set forth herein.
- (5) The Board shall approve an MSP only if it finds the following content-neutral criteria have been met:
 - a. The plan establishes a coordinated and integrated signage system.
 - b. The proposed signage is compatible in scale and placement with surrounding land uses.
 - c. The plan promotes traffic safety, including visibility and spacing.
 - d. The plan results in equal or reduced visual clutter compared to signage otherwise permitted.
 - e. The plan includes objective and enforceable design standards.
 - f. Adequate maintenance responsibility is established.
 - g. The plan complies with all applicable state and federal laws, including those governing outdoor advertising.
- (6) Signs approved by the Board under this section shall be considered an amendment to the MSP and shall be added to the MSP in the same manner as an original application for approval of an MSP.
- (7) An MSP approved by the Board shall be added to the County’s overlay maps as determined by the Director of Planning and Zoning.
- (m) Nonconforming MSP signs. Signs found to be nonconforming under an MSP shall be subject to the provisions of Article VII.

Section 4. 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 5. 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 April, 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, April 28 4:00 PM

TO: Board of County Commissioners

DATE: 2/24/2026

FROM: Beth Carson, Director,
Planning and Zoning

SUBJECT:

A. COMP 26-0004

This application is a FLUM Amendment to change 1.16 acres from Commercial (COM) to Rural Residential (RR).

B. ZON 26-0005

This application is a rezoning to change from Neighborhood Business District (BA) to Rural Estates District (AR-2).

AGENDA ITEM TYPE:

Planning Requirements:

Public Hearing Required (Yes\No):

Yes

Hearing Type: Second Public Hearing

Initiated By: Applicant

Luke Marlar, Agent
Jeff Rabacchi, Owner

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ COMP_26-0004_Staff_Memo	Cover Memo	4/1/2026	COMP_26-0004-Staff_Memo.ADA_aw.pdf
▢ COMP_26-0004_Ordinance	Ordinance	4/1/2026	COMP_26-0004-_ORD_Final.ADA_aw.pdf
▢ ZON-26-0005_Staff_Memo	Cover Memo	4/1/2026	ZON_26-0005-_Staff_Memo.ADA_aw.pdf

▫ ZON-26-0005_Ordinance

Ordinance

4/1/2026

ZON_26-0005 -
_Ordinance_Final.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	4/20/2026 - 3:22 PM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	4/21/2026 - 9:53 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/21/2026 - 11:20 AM	AnswerNotes



1 **Staff Report and Recommendations for COMP 26-0004**

2

3 **Copies of the application are available at the Clay County**
4 **Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5

6 **Owner / Applicant Information:**

Owner: FNC Homes, Inc.
Agent: Luke Marlar (FNC Homes, Inc.)
Phone: 904-624-9128
Email: Lukemarlar@gmail.com

7

8 **Property Information**

Parcel ID: 16-05-24-005954-163-00	Parcel Address: 4538 Mayflower St.
Current Land Use: COM (Commercial)	Current Zoning: BA (Neighborhood Business District)
Proposed Land Use: RR (Rural Residential)	Total Acres: 1.16 +/- acres
	Acres affected by FLU change: 1.16 +/- acres
Commission District: 4, Comm. Condon	Planning District: Middleburg-Clay Hill

9

10 **Introduction:**

11 This application is a Small-Scale Comprehensive Plan Amendment to the 2045 Future Land Use Map
12 (FLUM). The application would change a single parcel of land from COM (Commercial) to RR (Rural
13 Residential). The applicant has plans for single family home.

14

15 The subject parcel is located on the east and north side of Mayflower Street and is undeveloped.

16

17 A companion Rezoning application from BA to AR-2 follows this comprehensive plan amendment.

18

19

Figure 1 – Location Map

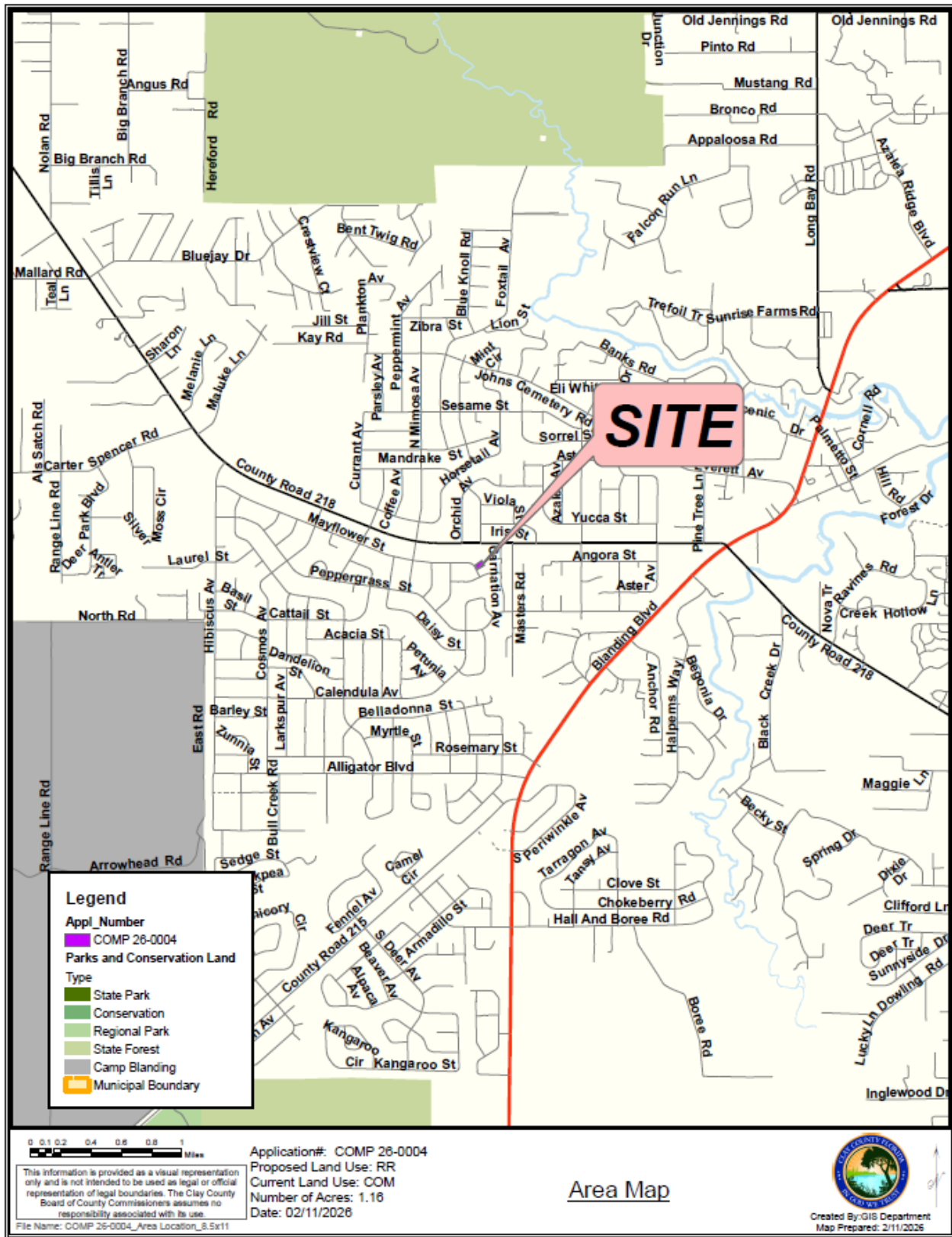
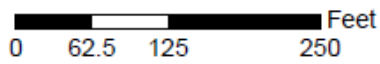


Figure 2 – Parcel Map



Parcel Location Map
COMP 26-0004



Figure 3 - Aerial Photo



Figure 4 – Existing Future Land Use Designation Map

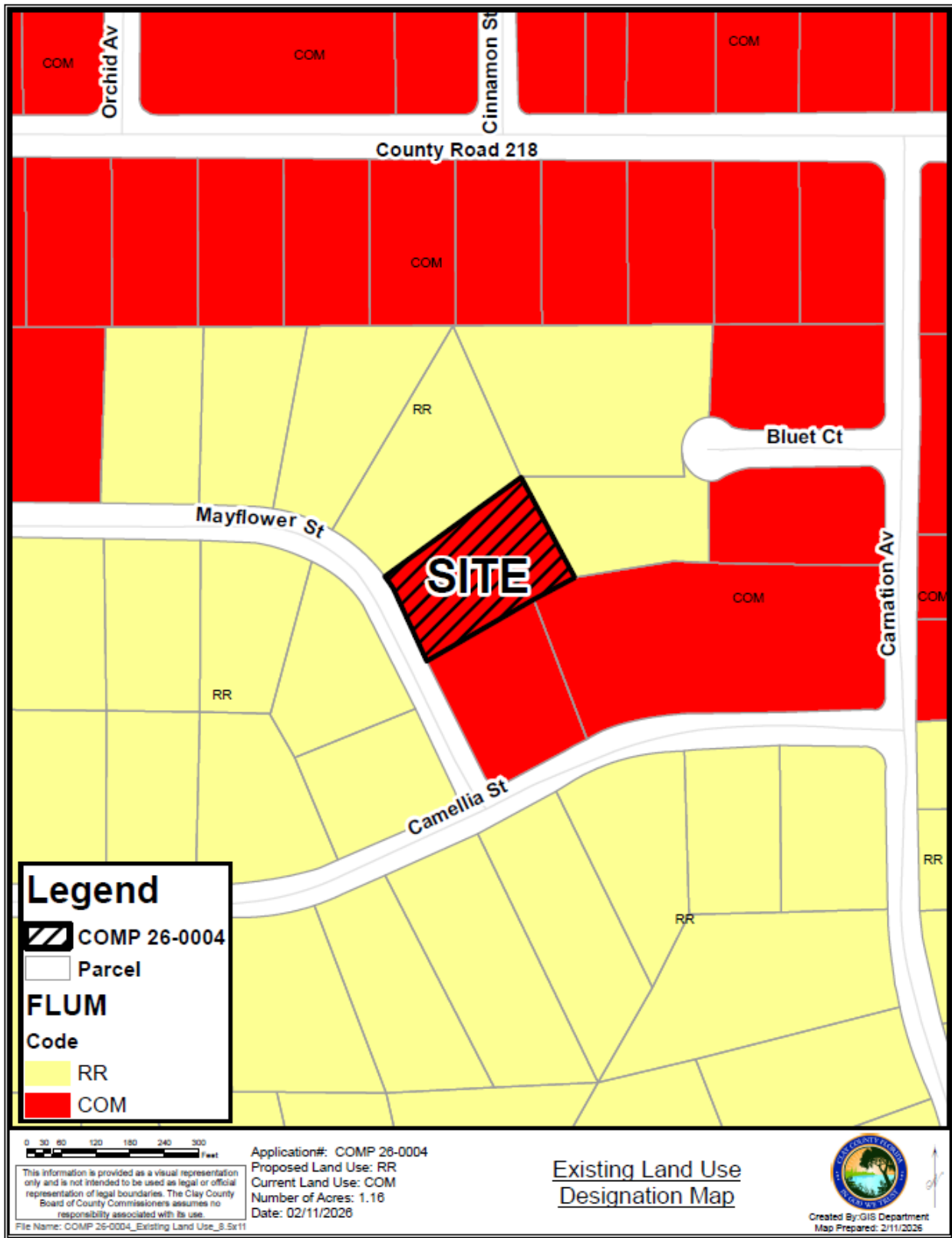


Figure 5 – Proposed Future Land Use Designation Map

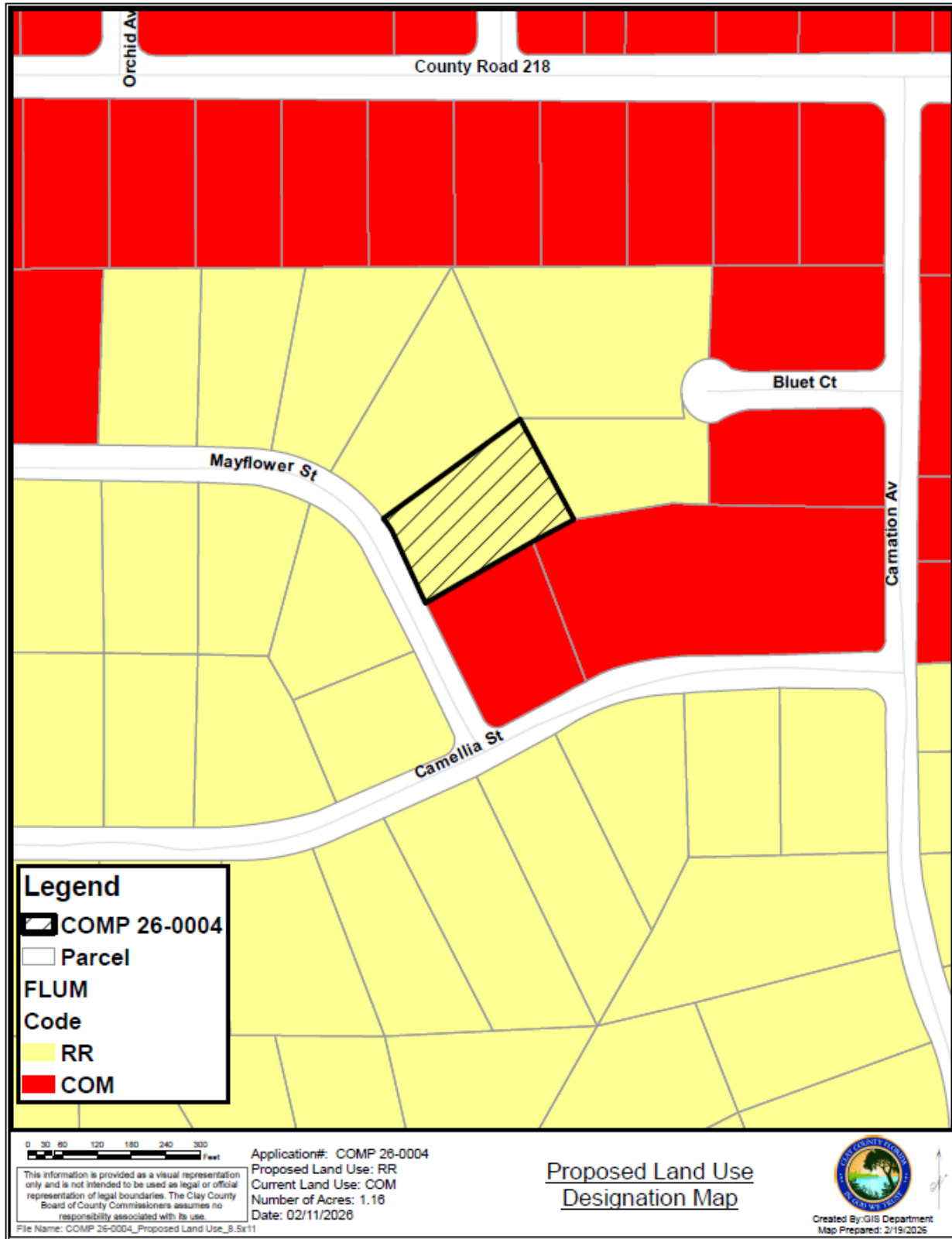
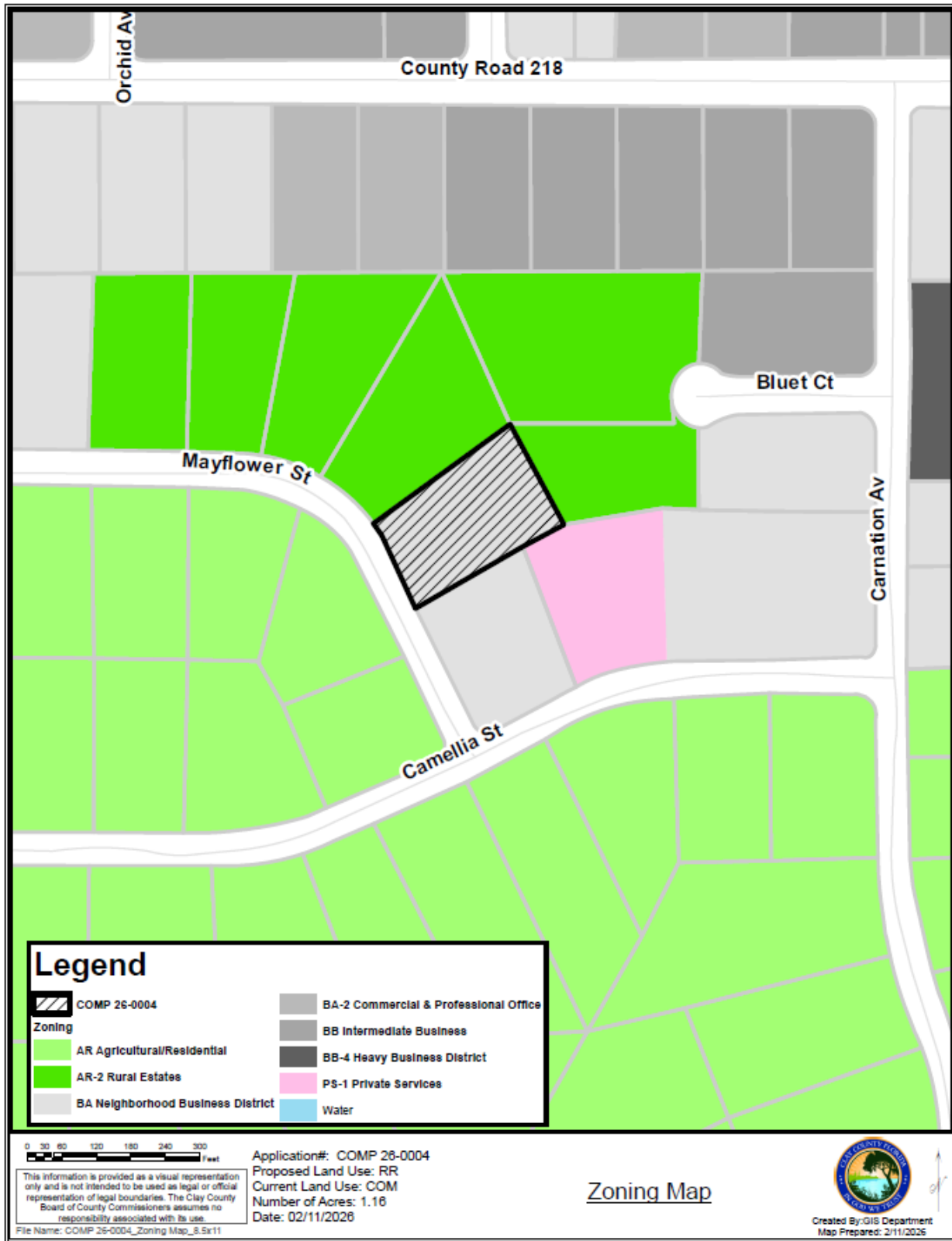


Figure 6 – Zoning Map



32 **Project Impact Summary**

<u>Tax ID #</u>	<u>Acreage</u>	<u>Existing FLU Category</u>	<u>Existing Maximum Density / Intensity</u>	<u>Proposed FLU Category</u>	<u>Proposed Maximum Density / Intensity</u>	<u>Net Increase or Decrease in Maximum Density / Intensity</u>
16-05-24-005954-163-00	1.16 acres	Commercial (COM)	0.40 FAR	Rural Residential (RR)	1 du	1 du

33
 34 The proposed change eliminates the current maximum intensity of up to 20,211.84 sq. ft. and allows up to 1
 35 dwelling unit on the property instead.
 36

37 **Availability of Services**

38 Traffic Facilities:

39 Trip Generation calculated as: Single-Family Detached Housing (ITE 210) P.M. Peak Hour of Generator
 40 Weekday

41 Average Rate of Vehicle Trips = 1

42 The County’s Mobility Fee will apply to development of this property.

43 Schools:

44 If amended and developed as a single-family residence, the parcel would be subject to school impact fees.
 45

46 Recreation:

47 If amended and developed as a single-family residence, the parcel would be subject to the County’s
 48 Comprehensive Impact fees which address recreation.
 49

50 Water and Wastewater:

51 Water and sewer are not available in this area.
 52

53 Stormwater/Drainage:

54 Stormwater management for any new construction will need to meet County and Water Management District
 55 standards.

56 Solid Waste:

57 Clay County has existing solid waste capacity to service this 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

58 *Source: Environmental Protection Division, Georgia Department of Natural Resources,*
59

60 **Land Suitability:**

61 Soils:

62 See Figure 7.

63 Flood Plain:

64 The parcel is located within Flood Zone X and will not require any mitigation. See Figure 8.

65 Topography:

66 The subject parcel generally has a two foot of elevation change across the site with a small hill area near the
67 street. See Figure 9.

68 Regionally Significant Habitat:

69 As the immediate area has been previously developed, there is no additional impact to significant wildlife
70 habitat. See Figure 10.

71 Historic Resources:

72 There are no historic resource structures on the subject parcel. See Figure 11.

73 Compatibility with Military Installations:

74 The subject property is not located near Camp Blanding.

75

76 **Analysis of Surrounding Uses**

77 The proposed future land use amendment would change the subject parcel from COM (Commercial) to RR
78 (Rural Residential) restoring it to its prior rural residential land use as part of the previously platted
79 Jacksonville South subdivision. This change would return the parcel to a land use similar in character with
80 the surrounding rural development served by unpaved roads. The character of the surrounding districts is as
81 shown in the table below:

	Future Land Use	Zoning District
North	Rural Residential	AR-2 (Rural Estates District)
South	Commercial	BA (Neighborhood Business District) and PS-1 (Private Services District)
East	Rural Residential	AR-2 (Rural Estates District)
West (across Mayflower Street)	Rural Residential	AR (Agricultural/Residential District)

82

83

Figure 7 – Soil Map

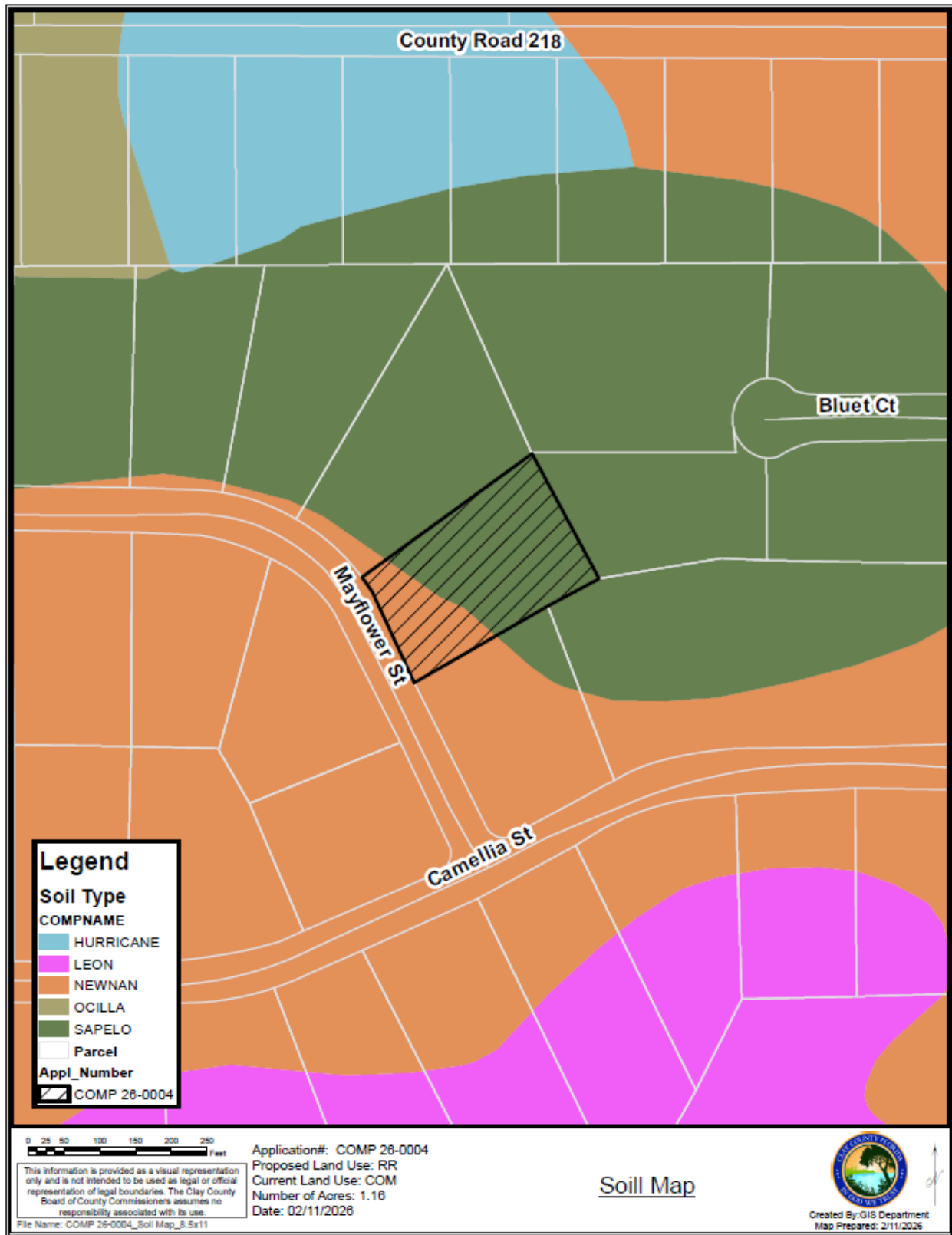


Figure 8 – Flood Zone Map

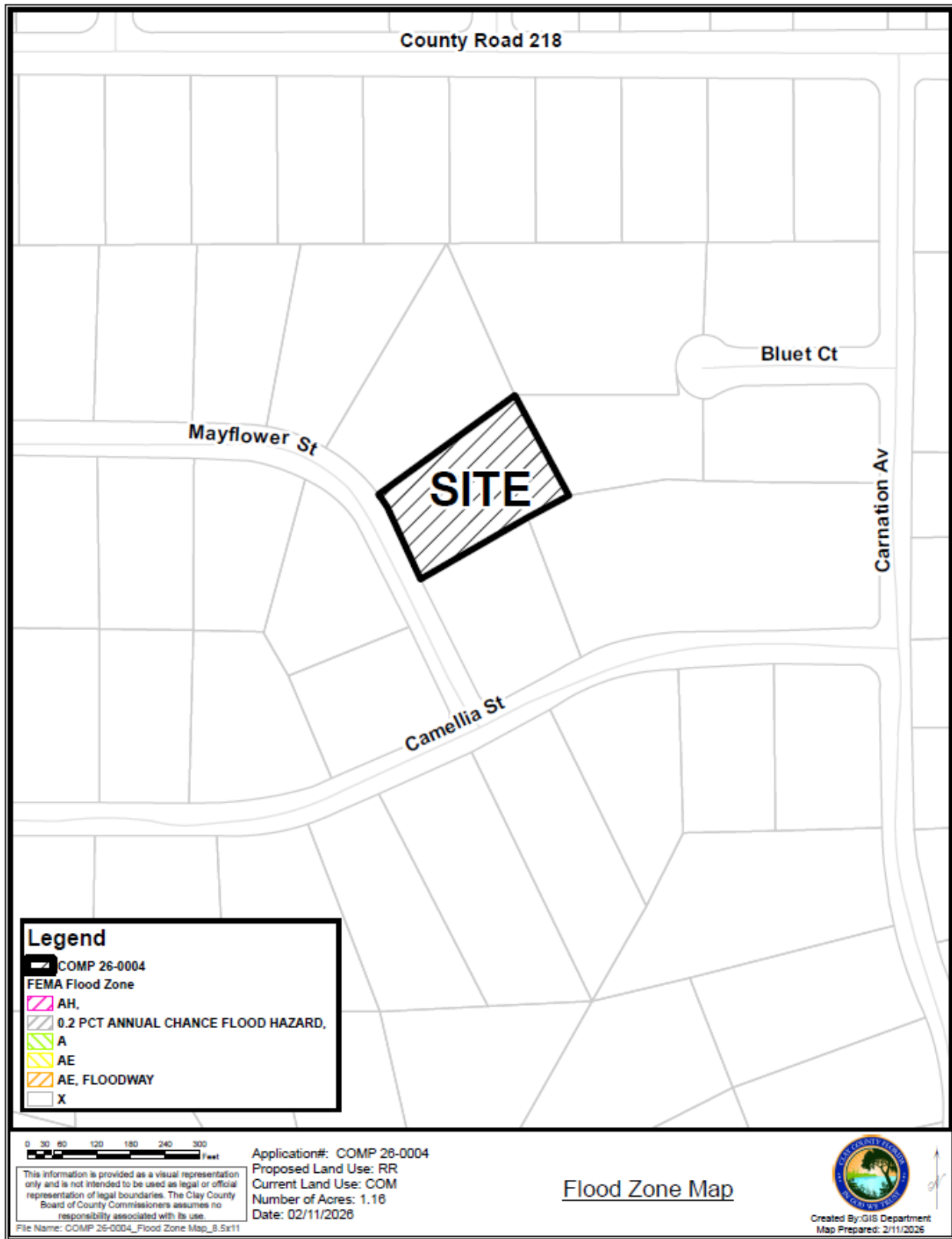


Figure 9 – Topography Map

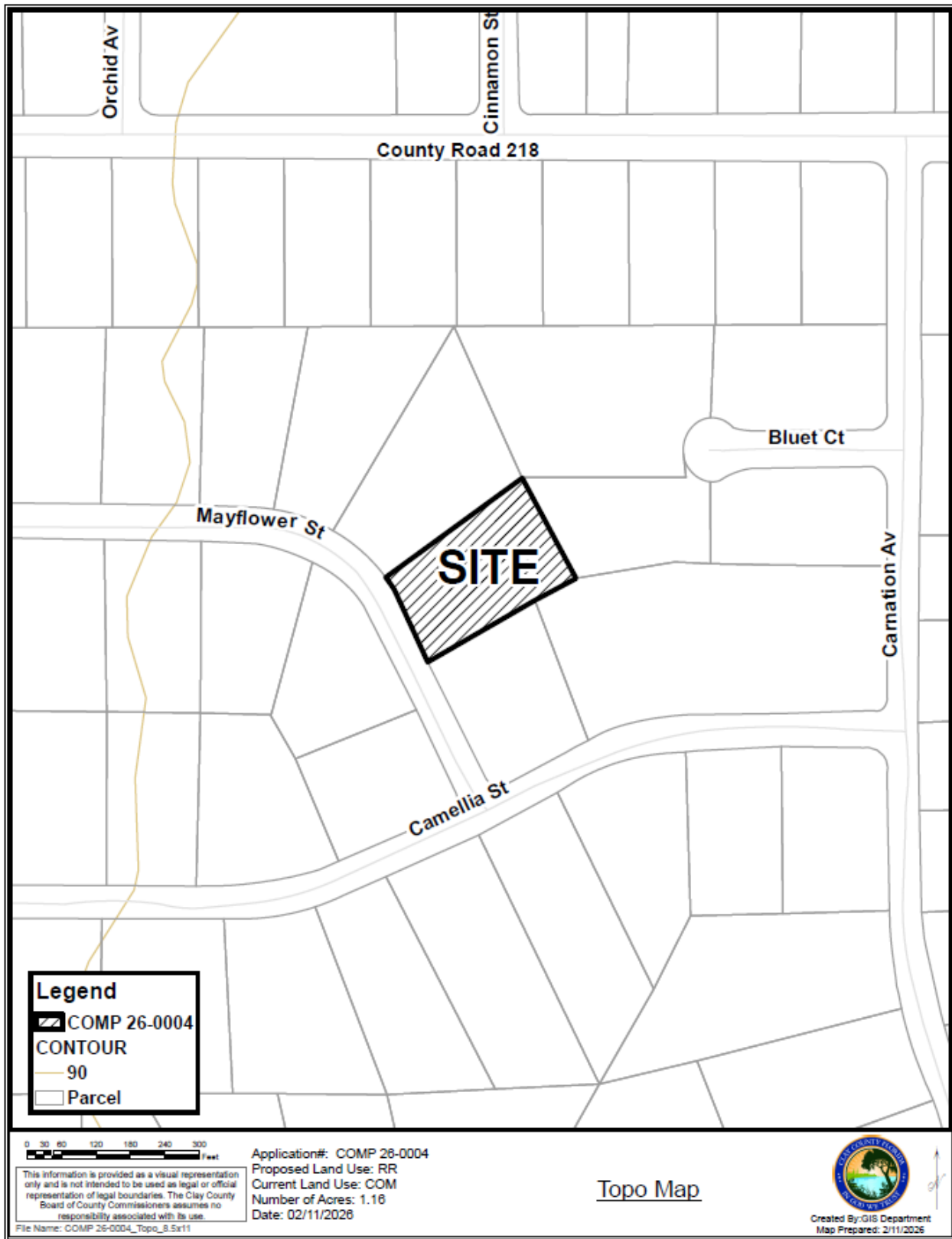


Figure 10 – Habitat Value Map

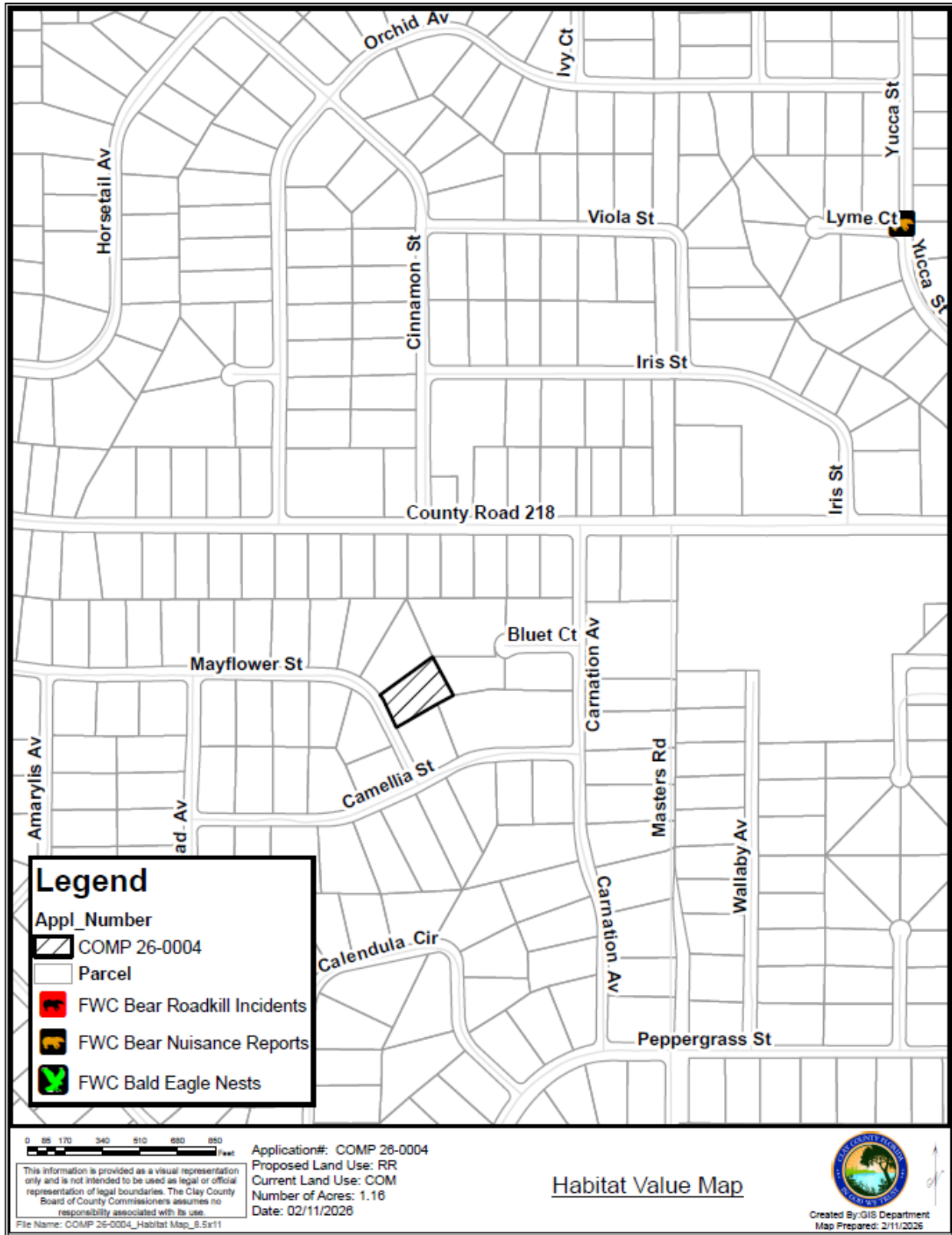
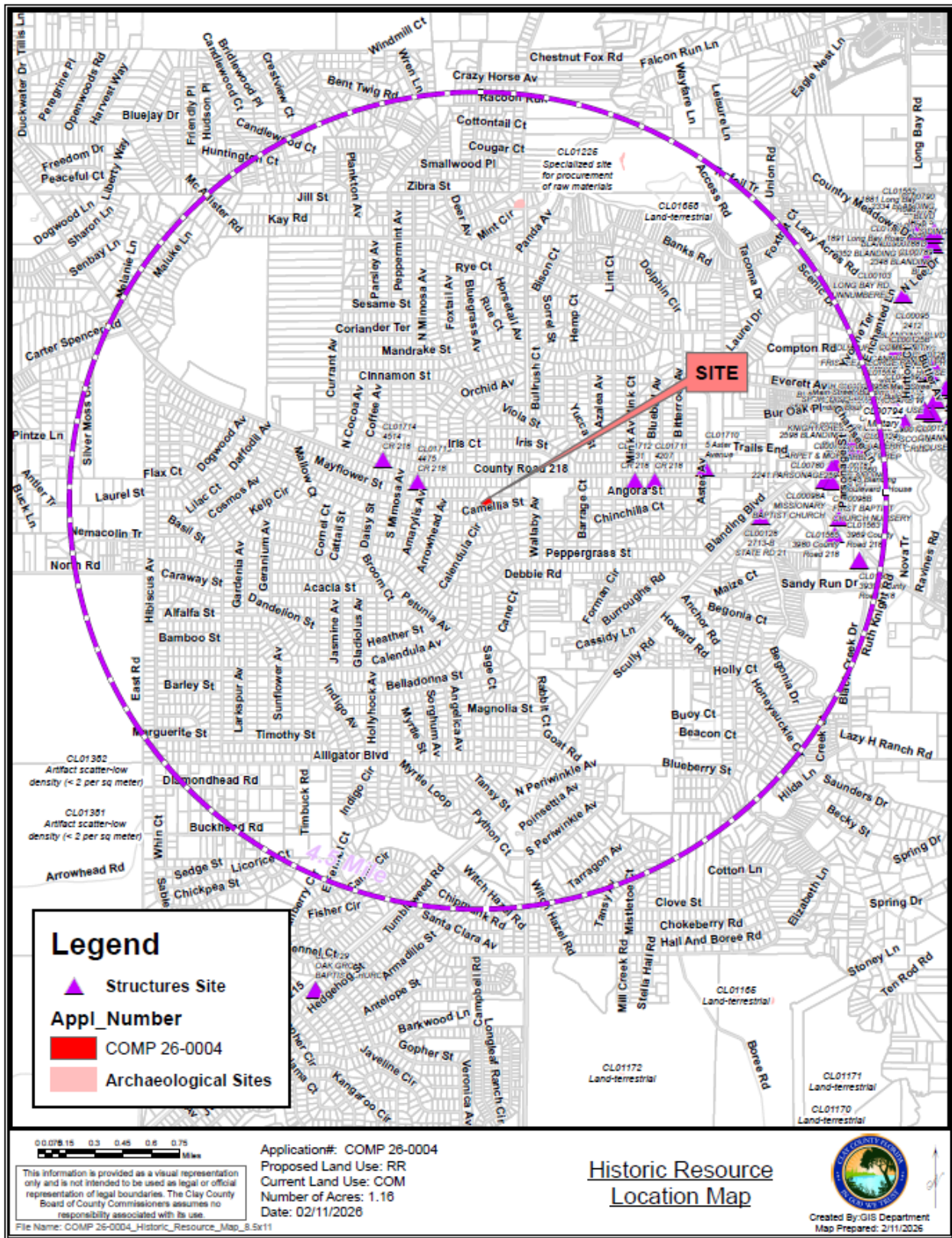


Figure 11 - Historical Resources



94 **Relevant Clay County 2045 Comprehensive Plan Policies**

95 The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment. The current
96 land use designation for the property is Commercial:

97 FLU Policy 1.4.1.9 Commercial (COM)

98 The commercial designation accommodates the full range of sales, service, and office activities.
99 These uses may occur in self-contained shopping centers, free standing structures, campus-like
100 business parks, central business districts, or along arterial highways. These areas are intended for
101 larger scale, more intensive community-type commercial uses.

102 The location of commercial development shall be concentrated at major intersections and within
103 Activity Centers and Planned Communities. The development shall create a commercial node,
104 not a strip, with a mixture of retail, office, and hotel uses.

105

106 The proposed land use amendment would change the Future Land Use designation to Rural Residential:

107 FLU Policy 1.4.1 Rural Residential (RR)

108 3) Rural Residential - "RR" (Exurban): These areas will serve as a transition between areas with
109 planned urban services, agriculture/residential areas, and environmentally sensitive areas. The
110 new growth in these areas may include central sewer or water systems or other urban level public
111 services if feasible. Rural residential areas will provide a low density residential character.

112 Designation of these areas on the *Future Land Use Map* is based on recognizing a number of
113 existing and future development factors. These include areas with soil conditions suitable for
114 individual wells and septic systems; existing rural subdivisions with little or no infrastructure
115 improvements, including unpaved roads; small farm or recreational and low intensity
116 institutional uses; and areas which are in close proximity to but outside of, planned urban
117 services and are not anticipated to develop at an intensity to require significant urban services
118 within the planning period.

119 Allowable residential density under this category shall be one dwelling unit per 5 net acres.
120 Implementation of this land use designation shall occur in accordance with the Land
121 Development Regulations. Some locations in Rural Residential may qualify for a density of
122 one unit per acre, but only if the requirements of tract size, clustering and points in Future
123 Land Use Objective 1.4 and its policies are met.

124 a) Within the Rural Residential land use designation, developments meeting the following
125 criteria are authorized to subdivide parcels into tracts of no less than five acres. Property
126 owners are further authorized to construct one single family home on each five acre parcel
127 and to receive a building permit upon proper application therefor, without regard to the

128 density restrictions otherwise applicable to such properties as set forth herein and in the
129 land development regulations, and without being required to record a plat or otherwise
130 comply with the development standards set forth in the subdivision regulations.

- 131 i) The parcels must lie within a Residential Aviation Community.
- 132 ii) The geographical boundary of the community must contain less than 100 parcels.
- 133 iii) At least 75% of the parcels must be five acres in size or less.
- 134 iv) All roads providing access to the newly created residential parcels must be paved and
135 privately owned and maintained.
- 136 v) The total potential number of newly created parcels must not exceed 20% of the total
137 number of parcels within the community.

138 Said lots may not be further subdivided through the heirs and homestead provisions of the
139 Plan.
140

141 Analysis Regarding Urban Sprawl

142 As required by FS 163.3177, all proposed comprehensive plan amendments are to be analyzed to ensure that
143 urban sprawl and its negative impacts are not promoted. It is the intent of Clay County to discourage the
144 proliferation of Urban Sprawl.

145 Statutory Indicators of the Promotion of Sprawl:

146 FS 163.3177(6)(a)9.a - The primary indicators that a plan or plan amendment does not discourage the
147 proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist
148 of an analysis of the plan or plan amendment within the context of features and characteristics unique to each
149 locality in order to determine whether the plan or plan amendment:

- 150 (I.) *Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as*
151 *low-intensity, low-density, or single-use development or uses.*
- 152 (II.) *Promotes, allows, or designates significant amounts of urban development to occur in rural areas at*
153 *substantial distances from existing urban areas while not using undeveloped lands that are available*
154 *and suitable for development.*
- 155 (III.) *Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns*
156 *generally emanating from existing urban developments.*
- 157 (IV.) *Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native*
158 *vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers,*
159 *shorelines, beaches, bays, estuarine systems, and other significant natural systems.*
- 160 (V.) *Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active*
161 *agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime*
162 *farmlands and soils.*

- 163 (VI.) *Fails to maximize use of existing public facilities and services.*
- 164 (VII.) *Fails to maximize use of future public facilities and services.*
- 165 (VIII.) *Allows for land use patterns or timing which disproportionately increase the cost in time, money, and*
 166 *energy of providing and maintaining facilities and services, including roads, potable water, sanitary*
 167 *sewer, stormwater management, law enforcement, education, health care, fire and emergency*
 168 *response, and general government.*
- 169 (IX.) *Fails to provide a clear separation between rural and urban uses.*
- 170 (X.) *Discourages or inhibits infill development or the redevelopment of existing neighborhoods and*
 171 *communities.*
- 172 (XI.) *Fails to encourage a functional mix of uses.*
- 173 (XII.) *Results in poor accessibility among linked or related land uses.*
- 174 (XIII.) *Results in the loss of significant amounts of functional open space.*

175

176 **Statutory Indicators of the Discouragement of Sprawl:**

177 FS 163.3177(6)(a)9.b - The future land use element or plan amendment shall be determined to discourage the
 178 proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or
 179 more of the following:

- 180 (I.) *Directs or locates economic growth and associated land development to geographic areas of the*
 181 *community in a manner that does not have an adverse impact on and protects natural resources and*
 182 *ecosystems.*
- 183 (II.) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*
- 184 (III.) *Promotes walkable and connected communities and provides for compact development and a mix of*
 185 *uses at densities and intensities that will support a range of housing choices and a multimodal*
 186 *transportation system, including pedestrian, bicycle, and transit, if available.*
- 187 (IV.) *Promotes conservation of water and energy.*
- 188 (V.) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime*
 189 *farmlands and soils.*
- 190 (VI.) *Preserves open space and natural lands and provides for public open space and recreation needs.*
- 191 (VII.) *Creates a balance of land uses based upon demands of the residential population for the*
 192 *nonresidential needs of an area.*
- 193 (VIII.) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or*
 194 *planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative*
 195 *development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.*

196

197 **Staff Analysis regarding Sprawl:**

198 Specifically, the proposed amendment is determined to discourage the proliferation of urban sprawl because
199 it incorporates a development pattern or urban form that achieves the following four criteria under FS
200 163.3177(6)(a)9.b:

201 Staff Finding: The proposed amendment poses no greater impact to the community as it returns the
202 designation of the land to a prior undeveloped residential land use thereby protecting natural
203 resources and ecosystems from further adverse impacts of new development.

204 Staff Finding: The proposed amendment would return the use to a rural residential designation that does
205 not require the provision or extension of public infrastructure and services.

206 Staff Finding: Preserves agricultural areas and activities, including silviculture, and dormant, unique, and
207 prime farmlands and soils by redeveloping existing developed lands.

208 Staff Finding: Does not further impact open space and natural lands as it is redevelopment of previously
209 developed residential.

210

211 **Recommendation**

212 Staff recommend approval of COMP 26-0004.

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 SINGLE PARCEL OF LAND (TAX PARCEL IDENTIFICATION # 16-05-24-005954-163-00), TOTALING APPROXIMATELY 1.16 ACRES, FROM COMMERCIAL (COM) TO RURAL RESIDENTIAL (RR); 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 26-0004 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. 2025-10, 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 single parcel of land (tax parcel identification # 16-05-24-005954-163-00), totaling approximately 1.16 acres, described in Exhibit “A-1”, and depicted in Exhibit “A-2” is hereby changed from Commercial (COM) to Rural Residential (RR).

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 April, 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

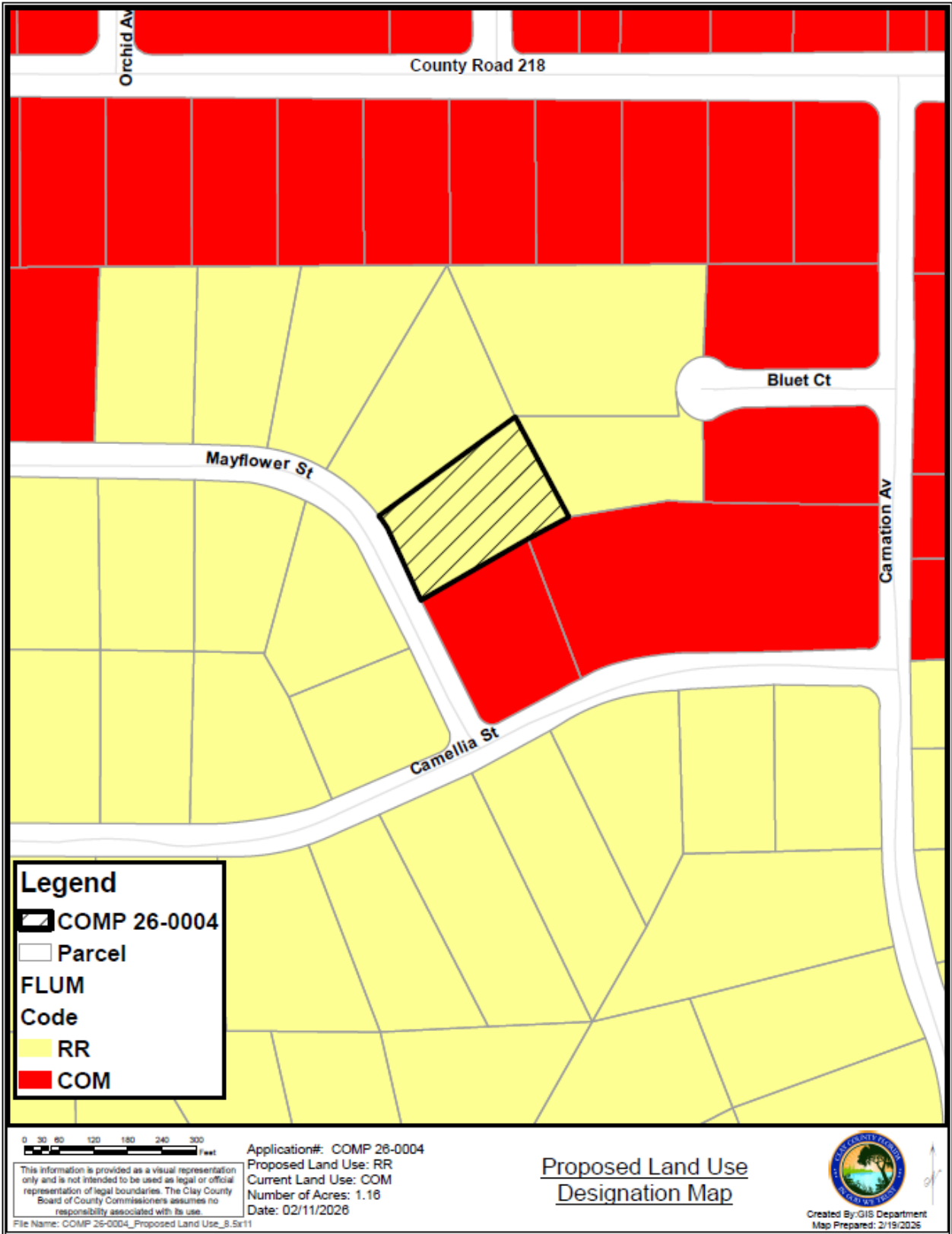
Exhibit "A-1"

Legal Description

4538 Mayflower St. Middleburg FL 32068

Lot 28, Block 58, Jacksonville South Unit Two, according to the map or plat thereof, as recorded in Plat Book 11, Page(s) 1 through 13, inclusive, of the Public Records of Clay County, Florida.

Exhibit "A-2"





1 **Staff Report and Recommendations for ZON 26-0005**

2

3 **Copies of the application are available at the Clay County**
4 **Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5

6 **Owner / Applicant Information:**

Owner: FNC Homes, Inc.
Agent: Luke Marlar (FNC Homes, Inc.)
Phone: 904-624-9128
Email: Lukemarlar@gmail.com

7

8 **Property Information**

Parcel ID: 16-05-24-005954-163-00	Parcel Address: 4538 Mayflower St.
Current Zoning: BA	Current Land Use: COM (Commercial)
Proposed Zoning: AR-2	Total Acres: 1.16 +/- acres
	Acres affected by Zoning change: 1.16 +/- acres
Commission District: 4, Comm. Condon	Planning District: Middleburg-Clay Hill

9

10 **Introduction:**

11 This application is a rezoning to change a parcel of land (1.16 acres) from Neighborhood Business District
12 (BA) to Rural Estates District (AR-2).

13

14 The subject parcel is located on the east and north side of Mayflower Street and is undeveloped land.

15

16 A companion Comprehensive Plan Amendment application to return the land use to Rural Residential
17 preceded this application.

18

19

Figure 1 – Location Map

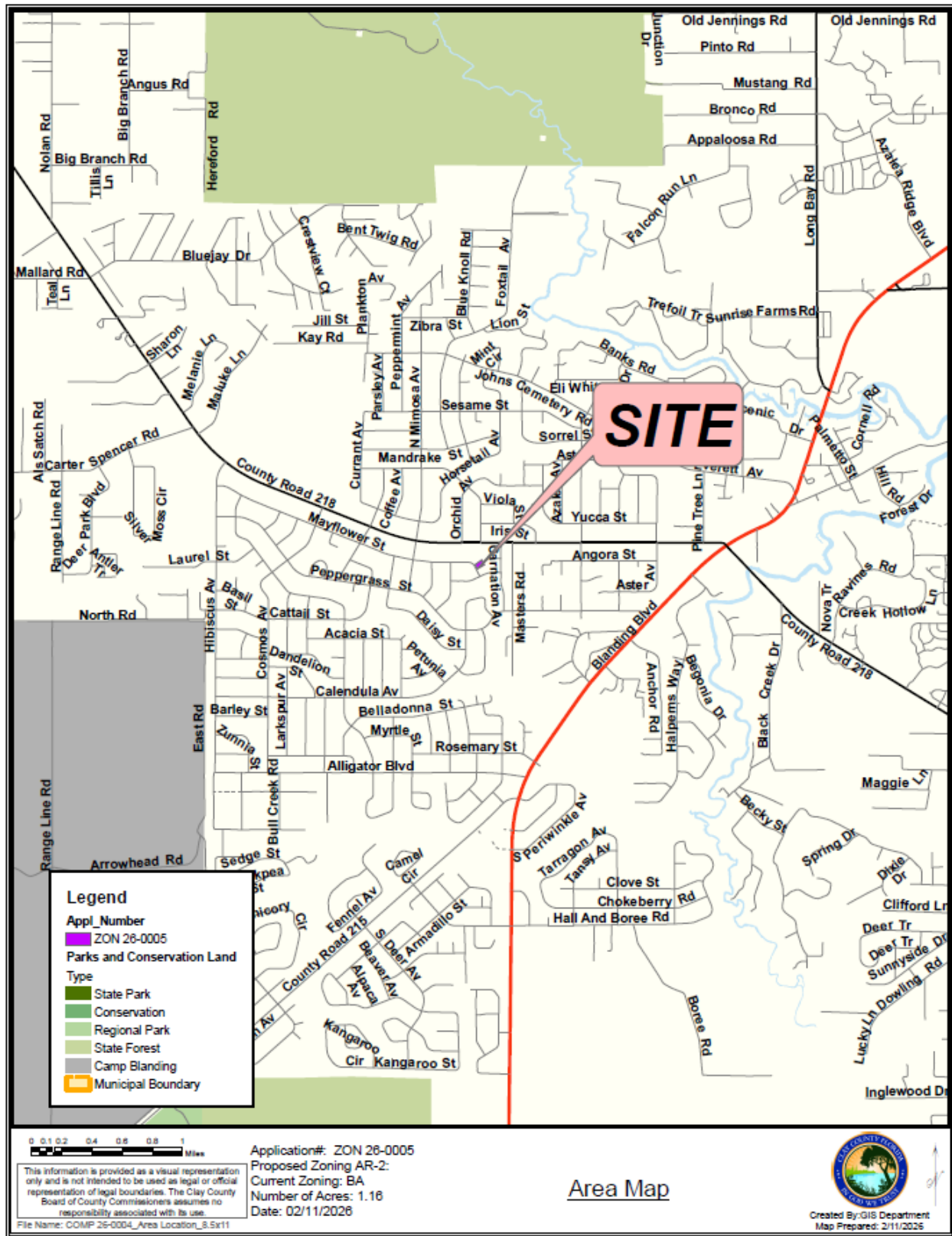
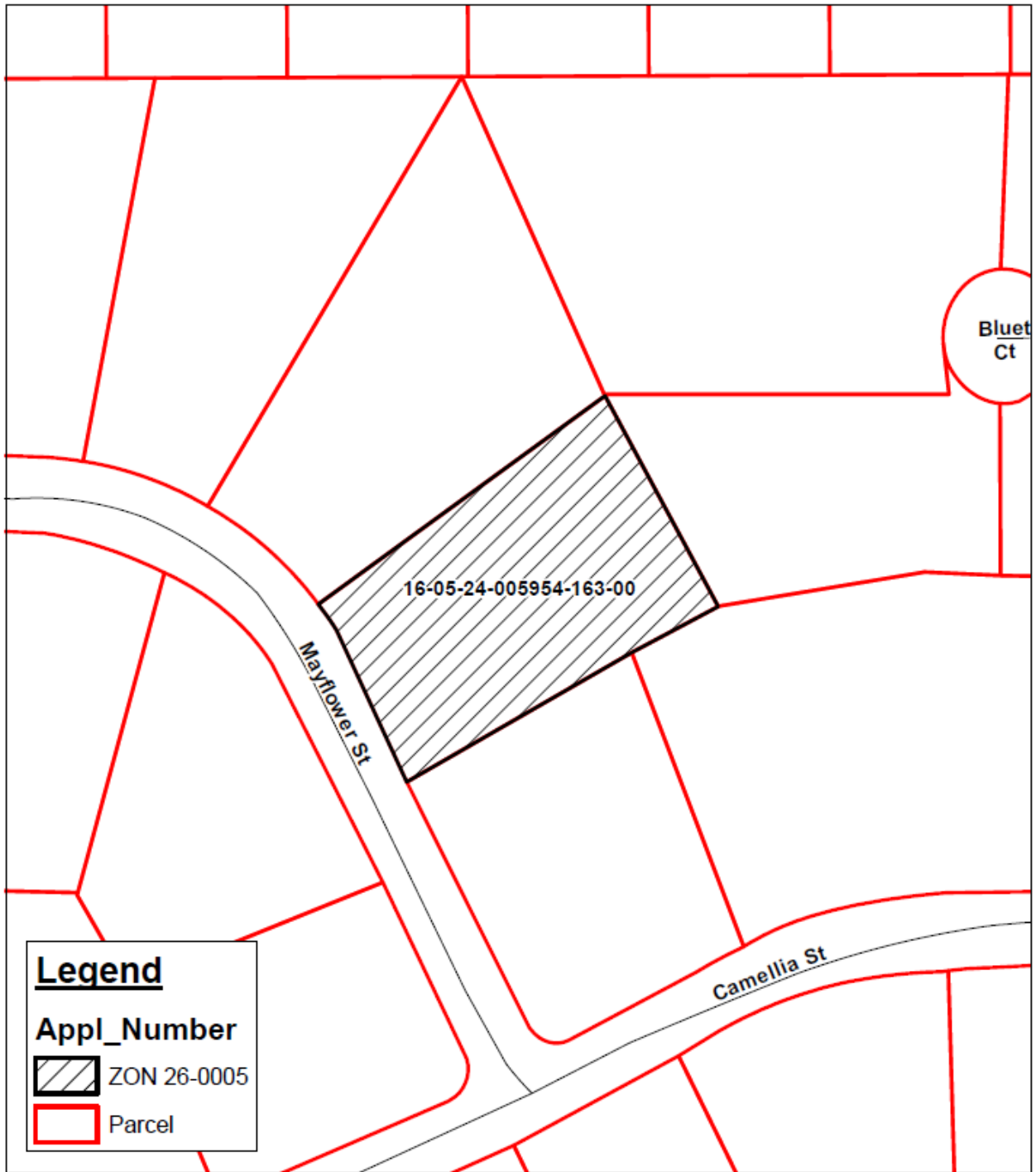


Figure 2 – Parcel Map

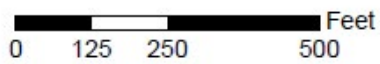
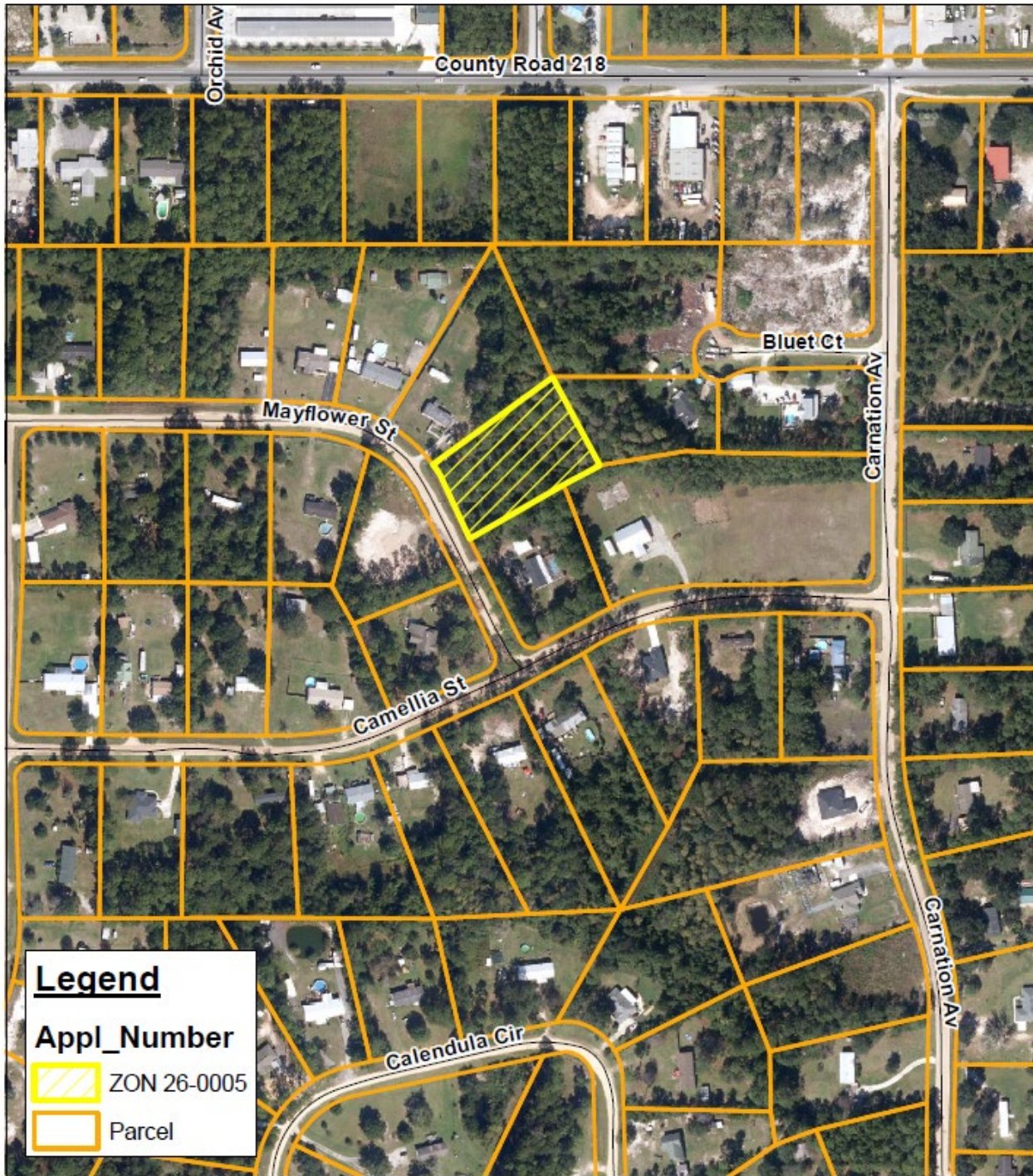


0 50 100 200 Feet

Rezoning: ZON 26-0005
Parcel Map



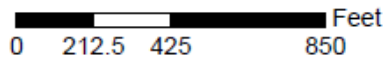
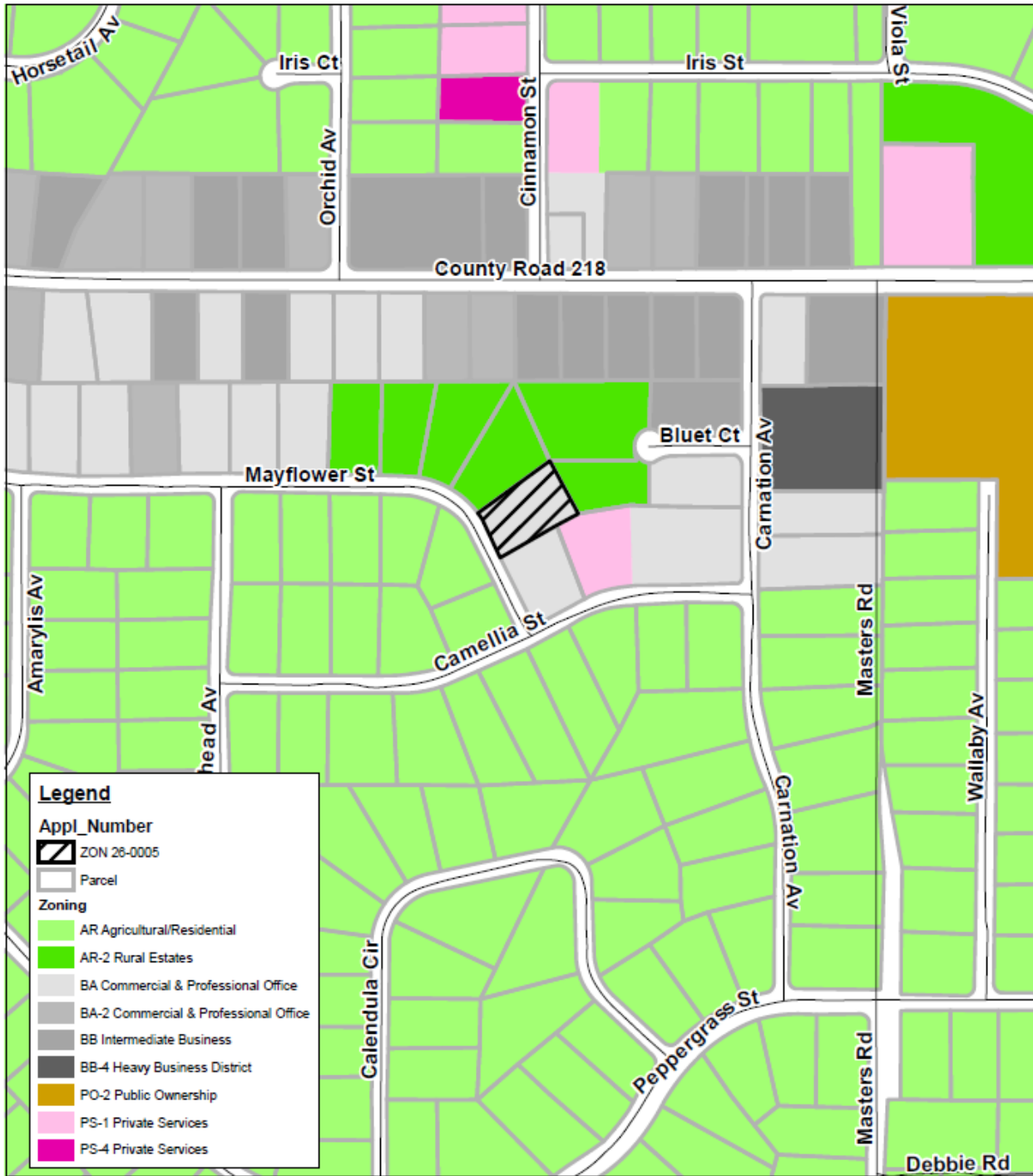
Figure 3 - Aerial Photo



Rezoning: ZON 26-0005
from BA to AR-2



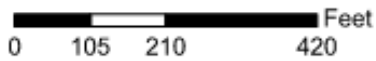
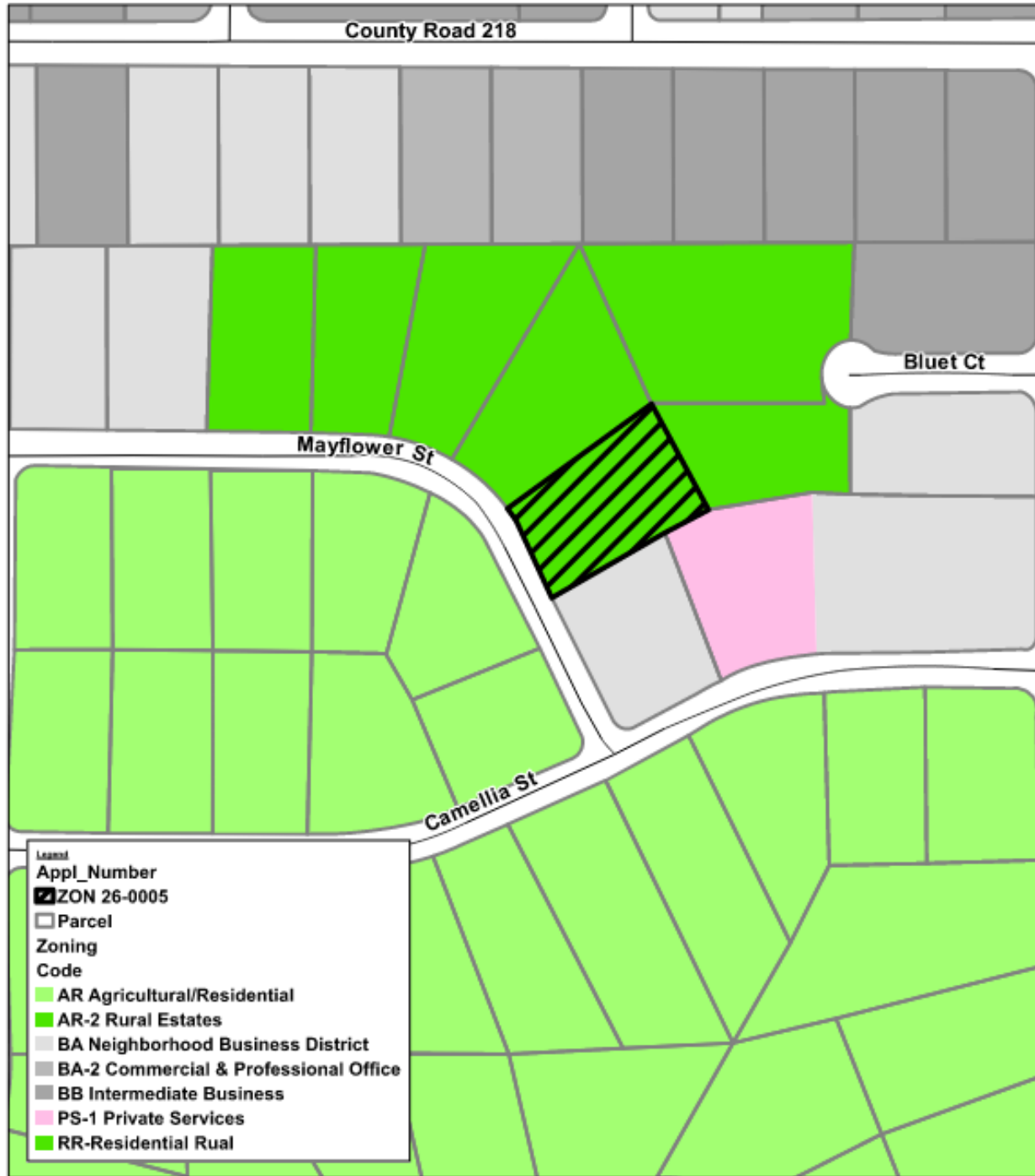
Figure 4 – Existing Zoning Map



Existing Zoning
Rezoning: ZON 26-0005
BA



Figure 5 – Proposed Zoning Map



**Proposed Zoning
Rezoning: ZON 26-0005
from BA to AR-2**



30 **Analysis of Surrounding Uses**

31 The proposed rezoning would change a single parcel of land (1.161) from Neighborhood Business District
 32 (BA) to Rural Estates District (AR-2). This change would restore the prior zoning to this parcel and allow it
 33 to be developed as part of the previously platted Jacksonville South subdivision. While the land use and zoning
 34 may vary, the general character in this area is a rural subdivision located on unpaved roads. The surrounding
 35 districts are as shown in the table below:

	Future Land Use	Zoning District
North	Rural Residential	AR-2 (Rural Estates District)
South	Commercial	BA (Neighborhood Business District) and PS-1 (Private Services District)
East	Rural Residential	AR-2 (Rural Estates District)
West	Rural Residential	AR (Agricultural/Residential District)

36

37 **Relevant Clay County Land Development Code Policy**

38 The following policy relates to the proposed rezoning:

39 **Sec. 3-15. RURAL ESTATES DISTRICT (ZONE AR-2)**

40

41 (a) *Intent.* All land designated as Zone AR-2 is subject to the regulations of this Section as well as
 42 Sec. 20.3-10. Such areas have been established in order to protect the lands best suited for rural
 43 estates purposes. The purpose and intent of the AR-2 District is to provide a transition between
 44 the agricultural areas and the more urban residential communities; and to create a rural residential
 45 environment wherein natural constraints applicable to development can be recognized and
 46 protected in a manner compatible with the needs of the resident.

47

48 (b) *Uses Permitted by Right.* Uses of the lands and structures shall be permitted within the Rural
 49 Estates District as follows:

50

51 (1) Single-family dwellings, including customary accessory uses.

52

53 (i) Accessory structures, subject to the following:

54

55 a. No accessory structure or use may be constructed or established on any
 56 lot prior to the issuance of a building permit for the principal structure.

57

58 b. With the exception of waterfront lots, no accessory structure may be
 59 located in the front yard.

60

Rev. 05/24/11

61

62 (2) Private boat pier or slip for the use of occupants of principal residential structures of the
 63 lot; provided said pier or slip does not interfere with navigation.

64

- 65 (3) Satellite dish receivers for individual use.
66
67 (c) *Conditional Uses.* The following uses are permitted in the AR-2 zoning district subject to the
68 conditions specified in Sec. 20.3-5.
69
70 (1) Home occupations.
71
72 (2) Swimming pools.
73
74 (3) Temporary structures or buildings.
75
76 (4) Public and/or private sewer facilities.
77
78 (5) Private drainage ponds.
79
80 (6) Aviculture (Hobbyist).
81
82 (7) Apiculture (Hobbyist) (Amended 2/25/97 Ord. 97- 11)
83
84 (8) Public Educational Facilities (Amended 10/99 - Ord. 99-55)
85
86 (9) Dwelling unit with kitchen addition for parent, grandparent or child (Amended 5/03 –
87 Ord. 03-40)
88
89 (10) Recreational Vehicle parking for temporary use (amended 11/07 – Ord.2007-66).
90
(11) Temporary Living Quarters during construction of a residence (amended 11/07 –
Ord.2007-66).
(12) Fences. *Rev. 04/22/08*
91 (13) Residential Group Homes of six or fewer individuals. *Rev. 01/12/16*
92 (14) Accessory Dwelling Units. *Rev. 05/26/09*
93
94 (15) Chickens, Backyard Residential. *Rev. 09/22/15*
95 (d) *Uses or Activities Permitted By Right as Accessory.* The use of land or activities upon such land,
96 which are secondary or incidental to the primary use as set forth herein, shall be as follows:
97
98 (1) The keeping of domesticated cats and dogs with a limit of six total per household over
99 six months in age.
100
101 (2) Non-commercial agricultural pursuits of a variety similar, but not limited to, truck
102 gardens, horticultural farming, greenhouse, nurseries, farms and fruit groves as a
103 secondary use to the primary residence. Provided, however, that said agricultural pursuit
104 as referenced herein is located and conducted upon a parcel which is the same as or
105 immediately abuts the parcel upon which the main residence is located.
106

107 (3) Garage sales will be allowed up to a maximum of two (2) garage sales within any
108 calendar year. The duration of each garage sale shall be a maximum of seventy-two (72)
109 hours and may be conducted only within daylight hours. No sign advertising a garage
110 sale may be placed on any public right-of-way.

111
112 (e) *Prohibited Uses or Activities.*

- 113
114 (1) Any use or activity not permitted in (b), (c), or (d) above.
115
116 (2) Any use or activity which would create any obnoxious, corrosive, or offensive noise, gas,
117 odor, smoke, dust, fumes, vibration or light, and which would be detrimental to other
118 surrounding properties or to the welfare and health of the citizens in the area.
119
120 (3) Any agricultural pursuit as a commercial venture or enterprise or the keeping or
121 maintaining of any animal, reptile or rodent, as a commercial venture or enterprise.
122
123 (4) Boat piers and slips for commercial docking of watercraft.
124
125 (5) Mobile homes and house trailers.
126
127 (6) Any commercial agricultural pursuit or the breeding, raising, grazing, or keeping of
128 animals, fowl, and insects.

129
130 (f) *Density Requirements.* The maximum densities and minimum lot areas for residential uses in
131 the AR-2 district shall be as follows: (amended 10/12/93 - Ord 93-36)

- 132
133 (1) Land with a zoning classification of AR-2 and a land use designation of Rural Fringe
134 Residential.
- | | | | |
|-----|-----|--|------------------------|
| 135 | (i) | <i>Maximum Density</i> | |
| 136 | | With Points and Central Water/Sewer | Two (2) units per acre |
| 137 | | With Points and No Central Water/Sewer | 1.5 units per acre |
| 138 | | Without Points | One (1) unit per acre |
| 139 | | | |
| 140 | | <i>Minimum Lot Size</i> | |
| 141 | | With Points and Central Water/Sewer | 17,424 square feet |
| 142 | | With Points and No Central Water/Sewer | 21,780 square feet |
| 143 | | Without Points | 34,848 square feet |
| 144 | | | |
- 145
146 (2) Land with a zoning classification of AR-2 and a land use designation of Rural
147 Residential.
- | | | | |
|-----|------|---|-----------------------------|
| 148 | (i) | Residential Development not classified as a subdivision pursuant to Ordinance
149 85-68, as amended. (Amended 8/27/96 - Ord 96-35) | |
| 150 | | | |
| 151 | | <i>Maximum Density</i> | One (1) unit per five acres |
| 152 | | <i>Minimum Lot Size</i> | 217,800 square feet |
| 153 | | | |
| 154 | (ii) | Subdivision pursuant to Ordinance 85-68, as amended. | |
| 155 | | | |

156		
157		<i>Maximum Density</i>
158		With Clustering and Points
159		Without Clustering and Points
160		One (1) unit per acre
161		One (1) unit per five (5) acres
162		<i>Minimum Lot Size</i>
163		With Clustering and Points
164		Without Clustering and Points
165		21,780 square feet
166		Four (4) acres
167		or 174,240 square feet
168		
169	(3)	Land with a zoning classification of AR-2 and a land use designation of Agriculture/Residential.
170		
171		
172		<i>Maximum Density</i>
173		<i>Minimum Lot Size</i>
174		One (1) unit per ten (10) acres
175		Ten (10) acres
176	(4)	Land with a zoning classification of AR-2 and a land use designation of Agricultural.
177		(amended 2/95 - Ord 95-2)
178		
179		
180		
181		<i>Maximum Density</i>
182		<i>Minimum Lot Size</i>
183		One (1) unit per twenty (20) acres
184		Twenty (20) acres
185	(g)	<i>Lot and Building Requirements.</i> The principal buildings, accessory buildings, and other lot uses shall be located so as to comply with the following requirements:
186		
187	(1)	Minimum lot width at building line
188		100 ft.
189	(2)	Minimum lot depth
190		100 ft.
191	(3)	Minimum front setback
192		20 ft. front façade; 25 ft. for attached or detached front facing garage or carport
193		
194	(4)	Minimum side setback
195		10 ft.
196	(5)	Minimum rear setback
197		30 ft.
198	(6)	Minimum setback from all lot lines of accessory structures, except fences, side and rear
199		7.5 ft.
200		
201		front
202		(but in no event nearer to front line than the front of the principal building.)
203		30 ft.
204	(7)	Maximum percent of lot coverage
		30 percent

- 205 (Total for all primary and accessory buildings)
 206
 207 (8) Maximum percent of rear lot coverage 30 percent
 208
 209 (9) Minimum living area 1,200 sq. ft.
 210
 211 (10) All structures shall be set back a minimum of 50 feet landward from the ordinary high
 212 water line or mean high water line, whichever is applicable; for waters designated as
 213 Aquatic Preserves or Outstanding Florida Waters, the setback will be 100 feet. These
 214 setbacks shall not apply to structures on lots or parcels located landward of existing
 215 bulkheads permitted by the St. Johns River Water Management District or Florida
 216 Department of Environmental Protection.
 217
 218 (11) Waterfront lot widths shall be a minimum of one hundred feet at the ordinary high water
 219 line or the mean high water line, whichever is applicable. Lot width shall be measured
 220 by the chord terminated by the property corners at the ordinary high water line or the
 221 mean high water line as applicable. (amended 5/05 – Ord. 05-18)
 222

223 Analysis of Proposed Rezoning Amendment

224 In reviewing the proposed application for Rezoning, the following criteria may be considered along with such
 225 other matters as may be appropriate to the particular application:
 226

227 (a) Whether the proposed change will create an isolated district unrelated to or incompatible with
 228 adjacent and nearby districts;

229 Staff Finding: This application would restore the prior residential zoning to the parcel and does not create
 230 an isolated or unrelated district.

231 (b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the real
 232 property proposed for change;

233 Staff Finding: The subject parcel is part of a recorded residential subdivision plat. The majority of
 234 development in the area is residential.

235 (c) Whether the conditions which existed at the time the real property was originally zoned have changed
 236 or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed Rezoning;

237 Staff Finding: In the early 1970's, portions of the Jacksonville South subdivision were rezoned to
 238 commercial, including some along Mayflower Street. While combining the Mayflower Street lots with lots
 239 fronting on CR 218 would have been advantageous for larger commercial development, few have developed
 240 in this manner. Mayflower Street currently is an unpaved road. While commercial may have been
 241 contemplated in the past, the current road conditions would be better suited for rural residential development.

242 (d) Whether the affected real property cannot be used in accordance with existing zoning;

243 Staff Finding: The parcel could be used as currently zoned however, the County policy requires non-
244 residential development to have continuous paved access which is not currently available and would be a
245 substantial development cost.

246 (e) Whether the proposed Rezoning application is compatible with and furthers the County's stated
247 objectives and policies of the Plan;

248 Staff Finding: The proposed rezoning is compatible with the Comprehensive Plan and supports the intent
249 of the future land use designation.

250 (f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a
251 legitimate public purpose;

252 Staff Finding: There is no public purpose served by keeping the zoning district boundaries in their current
253 locations on the subject parcel.

254 (g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is
255 inconsistent with surrounding land use;

256 Staff Finding: The proposed rezoning will not be inconsistent with the surrounding land use.

257 (h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density
258 within the district already permitting such intensity or density.

259 Staff Finding: The rezoning of the subject parcel allows it to be developed as residential as originally
260 intended.

261

262 **Recommendation**

263 Staff recommends approval of ZON 26-0005.

264

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 SINGLE PARCEL OF LAND (TAX PARCEL IDENTIFICATION # 16-05-24-005954-163-00), TOTALING APPROXIMATELY 1.16 ACRES, FROM ITS PRESENT ZONING CLASSIFICATION OF NEIGHBORHOOD BUSINESS DISTRICT (BA) TO RURAL ESTATES DISTRICT (AR-2); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Application ZON 26-0005 seeks to rezone certain real property totaling approximately 1.16 acres (tax parcel identification # 16-05-24-005954-163-00) (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 classification of Neighborhood Business District (BA) to Rural Estates District (AR-2).

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective upon the Ordinance adopting the comprehensive plan amendment requested in Application COMP 26-0004 becoming effective.

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

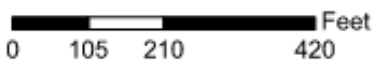
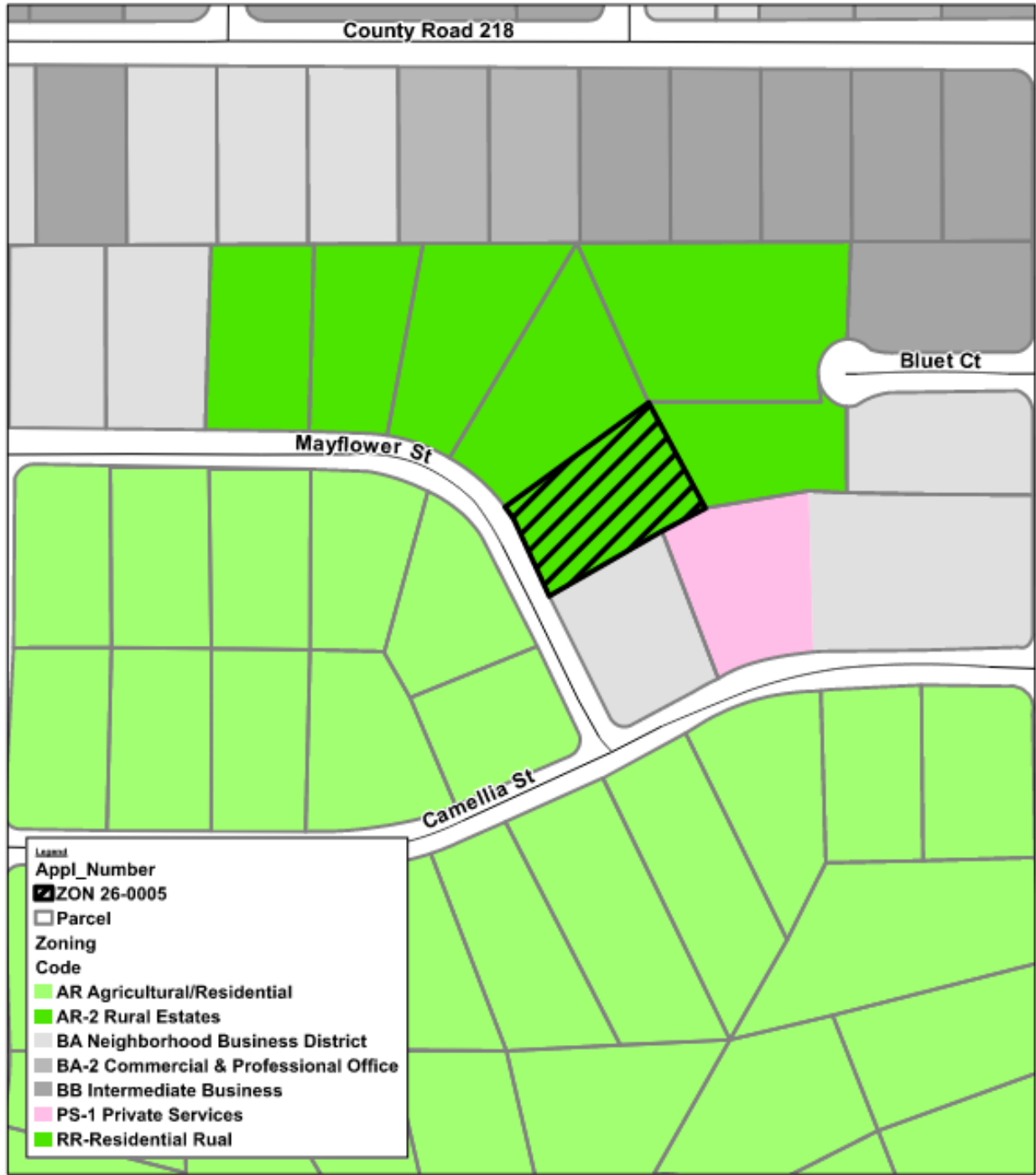
Exhibit "A-1"

Legal Description

4538 Mayflower St. Middleburg FL 32068

Lot 28, Block 58, Jacksonville South Unit Two, according to the map or plat thereof, as recorded in Plat Book 11, Page(s) 1 through 13, inclusive, of the Public Records of Clay County, Florida.

Exhibit "A-2"



**Proposed Zoning
Rezoning: ZON 26-0005
from BA to AR-2**





Agenda Item
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE: 2/24/2026

FROM: Beth Carson, Director,
Planning and Zoning

SUBJECT: This application is a rezoning to change 8.37 acres from Agricultural Residential (AR) to Community Business District (BB-2)

AGENDA ITEM TYPE:

Planning Requirements:

Public Hearing Required (Yes\No):

Yes

Hearing Type: Second Public Hearing

Initiated By: Applicant

Jason Gabriel, Agent

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ ZON-26-0004_Staff_Memo	Cover Memo	3/31/2026	ZON_26-0004_Staff_memo.ADA_aw.pdf
▢ Ordinance_ZON-26-0004	Ordinance	3/31/2026	ZON_26-0004-ORD_Final.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	4/20/2026 - 3:37 PM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	4/21/2026 - 9:57 AM	AnswerNotes

Services
County
Manager

Wanamaker,
Howard

Approved

4/21/2026 - 11:20
AM

AnswerNotes



1 **Staff Report and Recommendations for ZON 26-0004**

2

3 **Copies of the application are available at the Clay County**
4 **Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5

6 **Owner / Applicant Information:**

Owner: First Coast Energy, LLP
Agent: Jason Gabriel (Burr & Forman, LLP)
Phone: 904-232-7211
Email: jgabriel@burr.com

7

8 **Property Information**

Parcel ID: 33-04-25-008124-003-00 and 33-04-25-008124-004-00	Parcel Address: 240 Knight Boxx Rd, Middleburg, FL
Current Zoning: AR	Current Land Use: COM
Proposed Zoning: BB-2	Total Acres: 8.36 +/- acres of the parcel
	Acres affected by Zoning change: 8.37 +/- acres
Commission District: 5, Comm. Burke	Planning District: OakLeaf Branan-Ridge

9

10 **Introduction:**

11 This application is a rezoning to change two parcels of land from the present zoning classification of
12 Agricultural Residential (AR) (8.37 acres) to Community Business District (BB-2). The subject parcels
13 currently have a future land use designation of Commercial (COM).

14

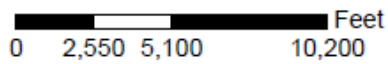
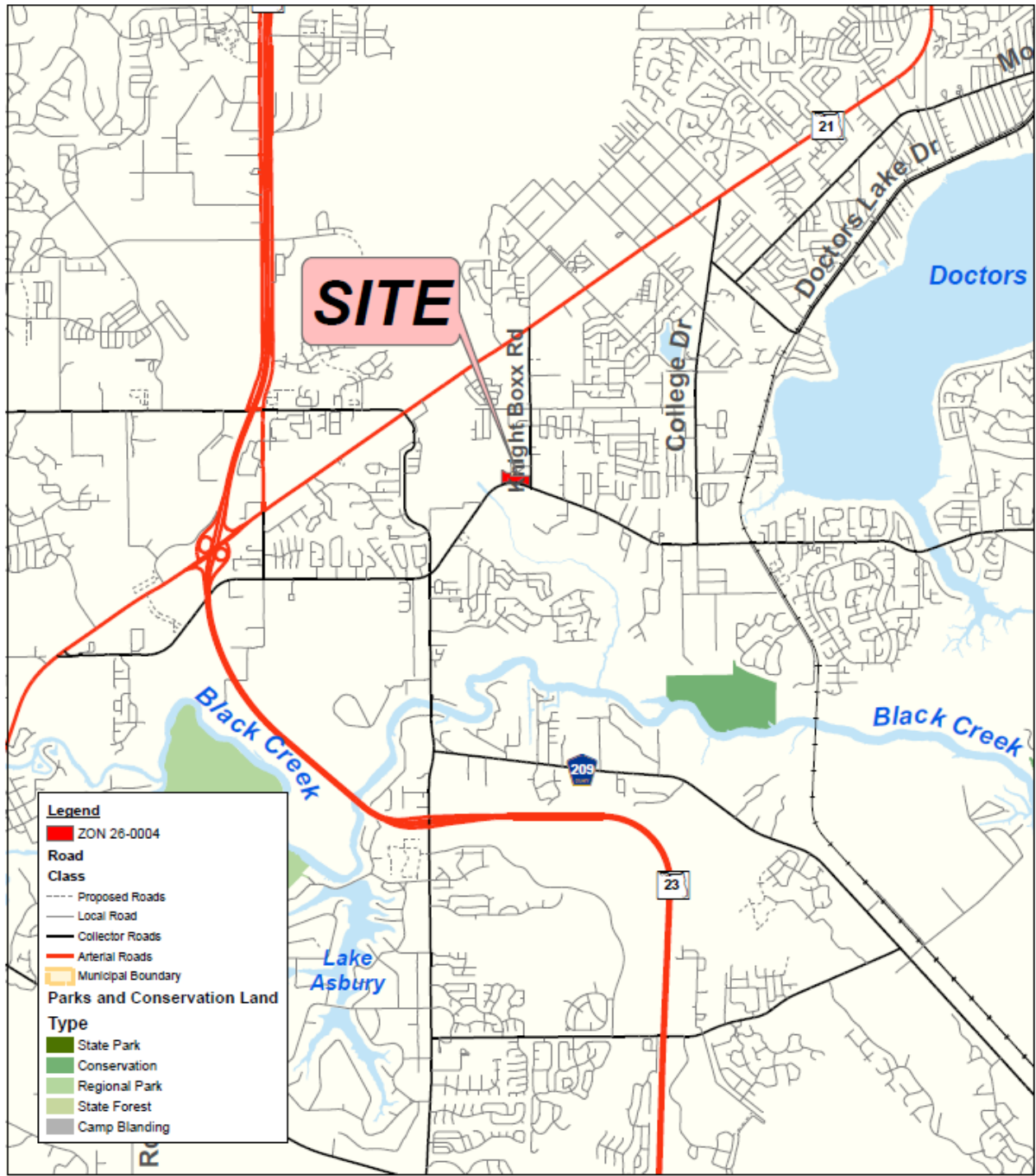
15 Figures 1 and 2 illustrate the location of the subject parcels as being the northwest corner of the intersection
16 of CR 220 and Knight Boxx Road. The subject parcels are currently undeveloped as shown in the aerial image
17 in Figure 3.

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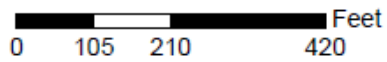
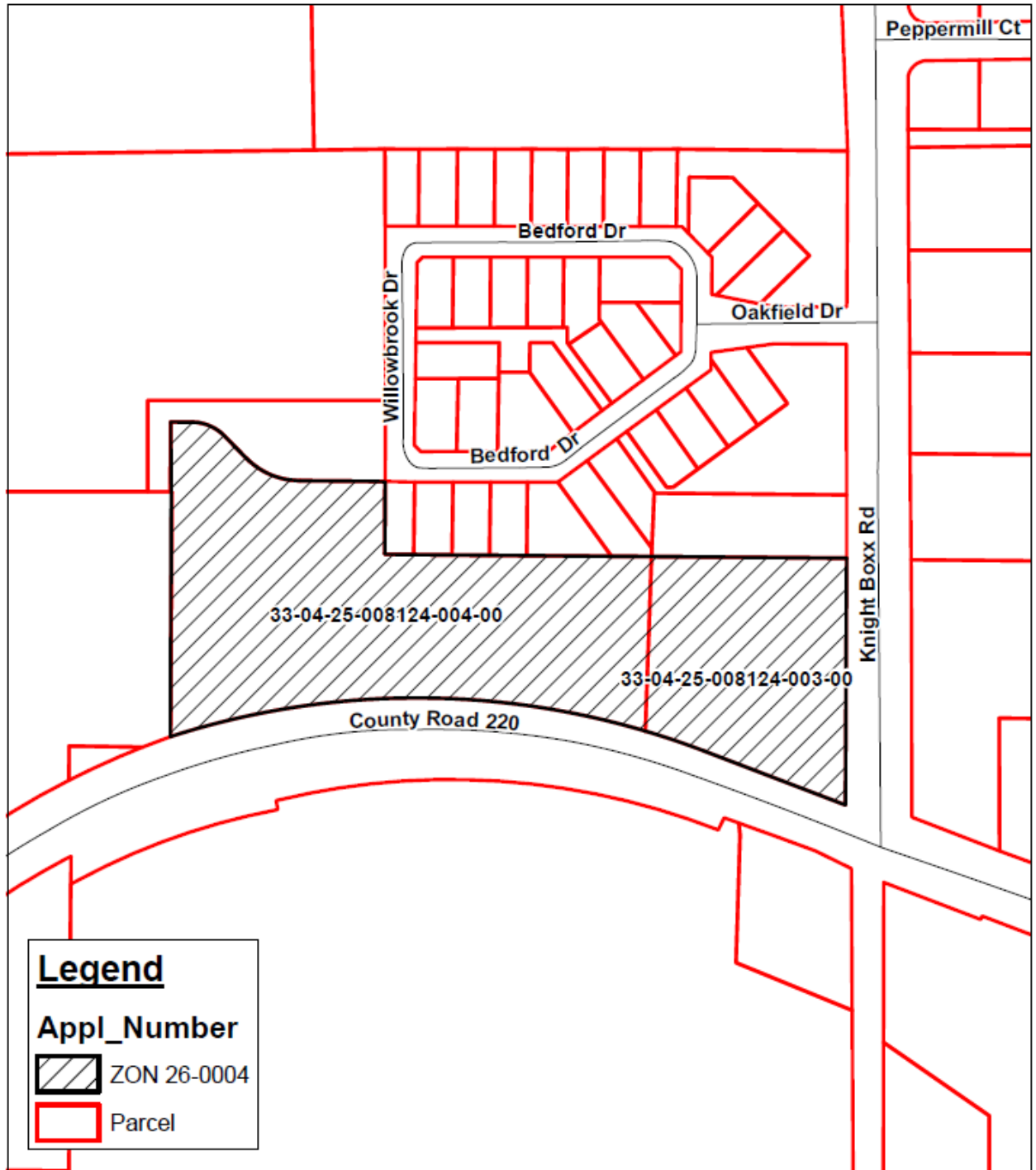
Figure 1 – Location Map



Location Map
Rezoning: ZON 26-0004



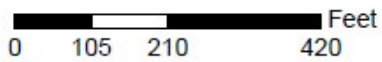
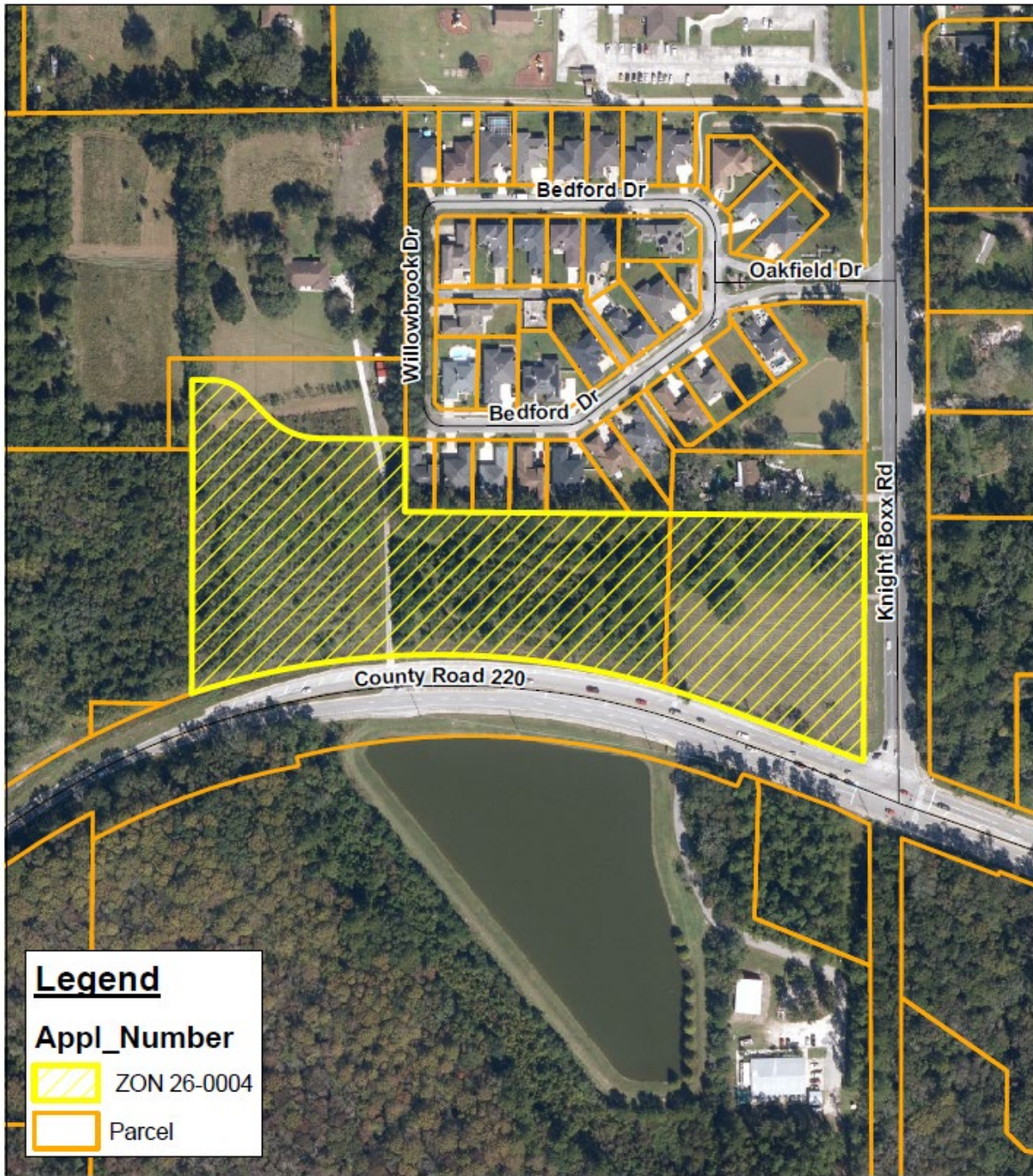
Figure 2 – Parcel Map



**Rezoning: ZON 26-0004
Parcel Map**



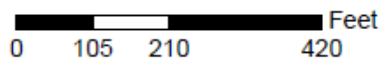
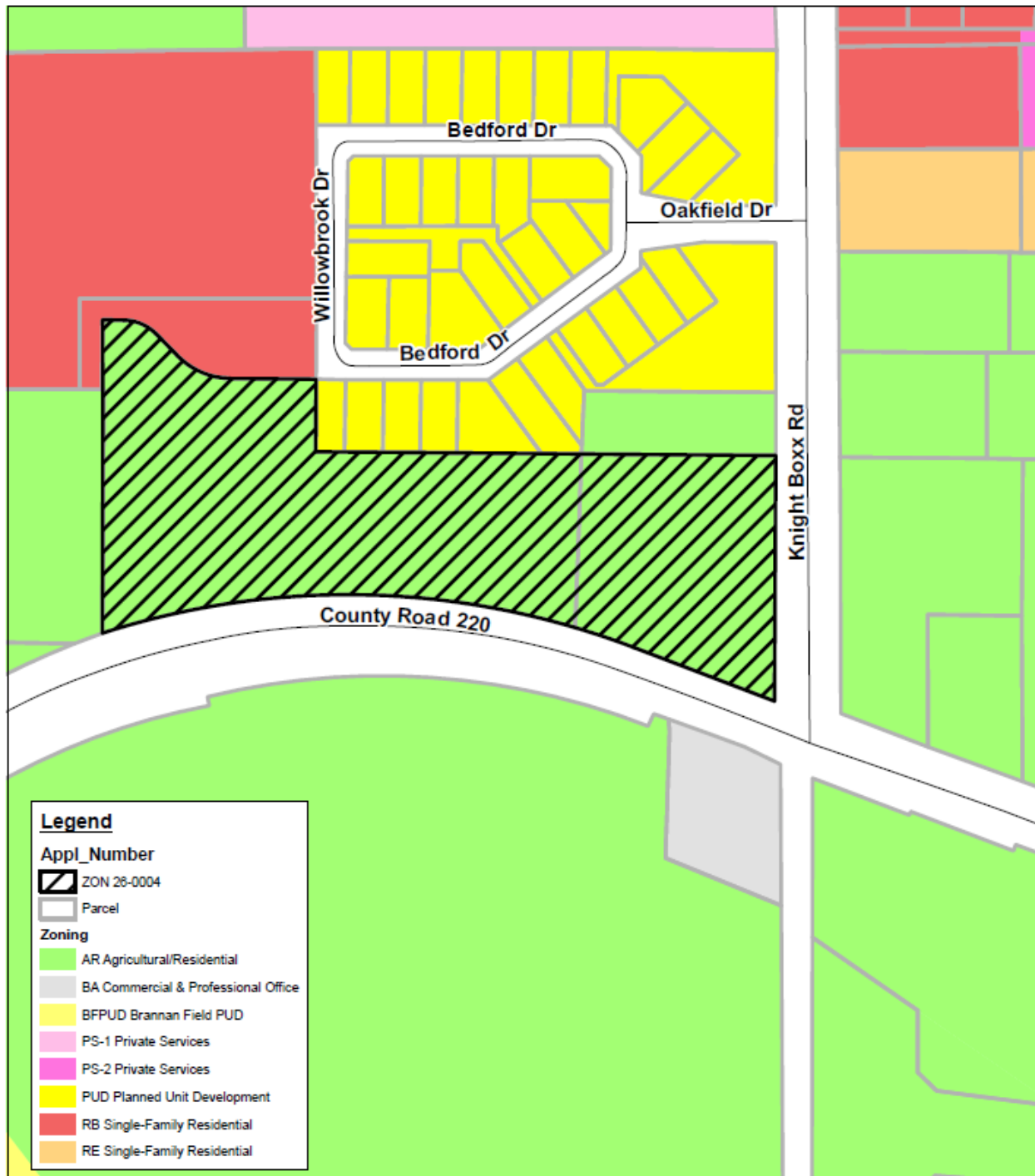
Figure 3 - Aerial Photo



Rezoning: ZON 26-0004
from AR to BB-2



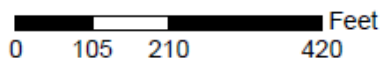
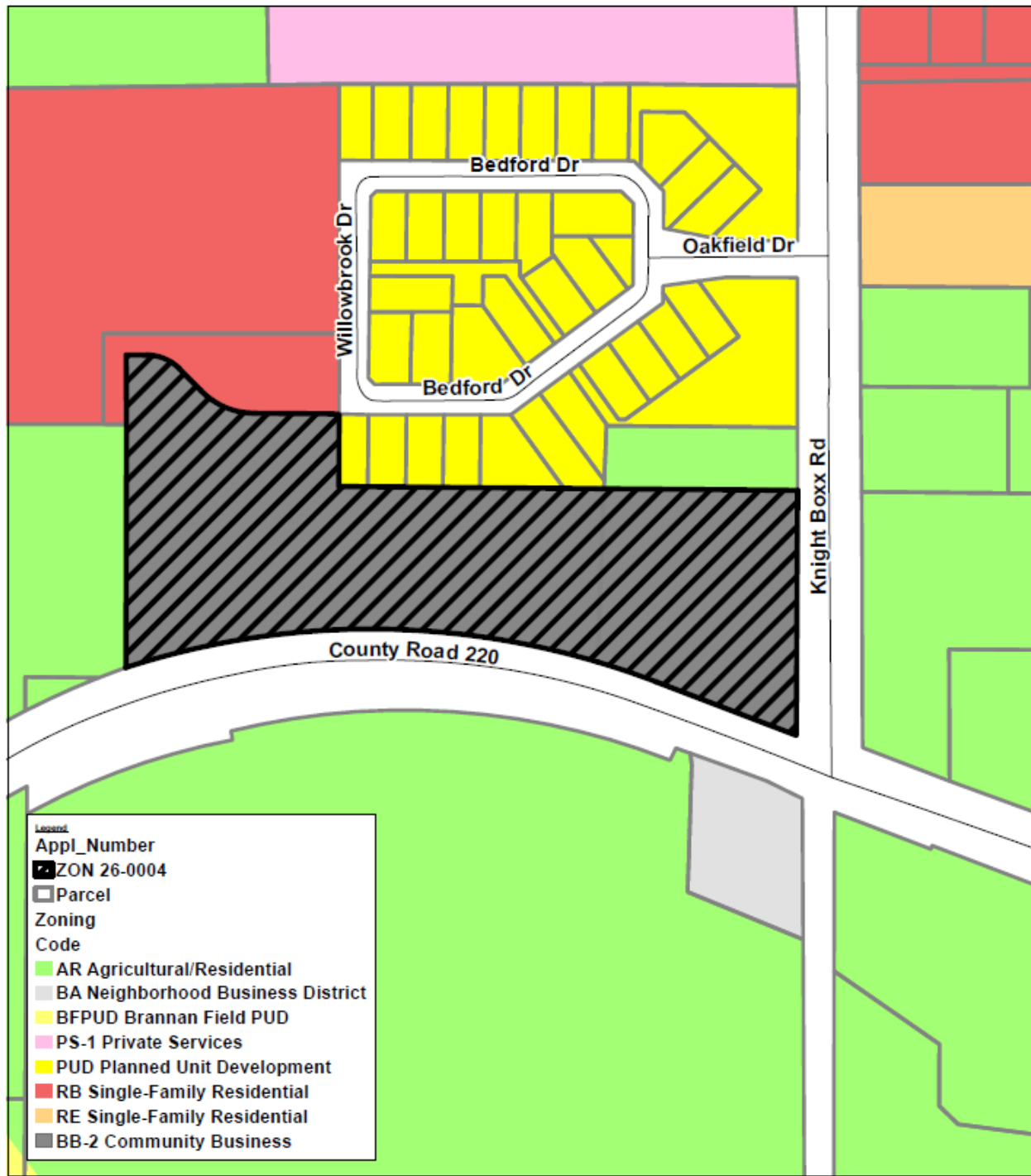
Figure 4 – Existing Zoning Map



Existing Zoning
 Rezoning: ZON 26-0004
 from AR to BB-2



Figure 5 – Proposed Zoning Map



**Proposed Zoning
 Rezoning: ZON 26-0004
 from AR to BB-2**



31 **Analysis of Surrounding Uses**

32 The proposed rezoning would change the two parcels totaling (8.36 acres) from Agricultural Residential (AR)
 33 to Community Business District (BB-2). This change would be consistent with the future land use designation
 34 of Commercial that was approved through an amendment in 2003. The surrounding land use and zoning
 35 districts are as shown in the table below:

	Future Land Use	Zoning District
North	Urban Core (10) (UC-10)	Agricultural/Residential (AR), Single-Family Residential District (RB) & Planned Unit Development (PUD)
South (across CR 220)	Urban Core (10) (UC-10) & Commercial (COM)	Agricultural/Residential (AR) & Neighborhood Business District (BA)
East (across Knight Boxx Road)	Commercial (COM)	Agricultural/Residential (AR)
West	Urban Core (10) (UC-10)	Agricultural/Residential (AR) & Single-Family Residential District (RB)

36

37 **Relevant Land Development Code Policy:**

38 The following policy relates to the proposed rezoning request:

39 **Sec. 3-26.1. COMMUNITY BUSINESS DISTRICT (ZONE BB-2)**

40

41 (a) *Area.* All lands designated as Zone BB-2 are subject to the regulations of this Section and Sec.
 42 20.3-10. Such areas are established to provide for the shopping and limited service and
 43 recreational needs of several neighborhoods, a community, or a substantial land area. Retail
 44 stores are intended to include general merchandise, fashion, durable goods, and personal service.
 45 A site plan shall be submitted to the Development Review Committee for review and approval
 46 prior to obtaining a building permit for all uses within this District.

47

48 (b) *Uses Permitted.*

49

50 (1) All uses permitted in Sec. 20.3-24.

51

52 (2) Appliance sales and services; automotive parts; automobile rental; business machine
 53 sales and services; convenience store with the sale of gasoline; department store; drug
 54 store; fruit and vegetables (inside building.); furniture store; grocery store; hardware
 55 store (no outside display); heating, ventilation, and air conditioning (indoor only, no
 56 outside storage); medical supply; retail meat markets; and health spa and window tinting
 57 and stereo installation (indoor only) (amended 1/07).

58

59 (3) Adult entertainment establishments and sexually oriented businesses as defined in the
 60 Adult Entertainment Regulations established under Chapter 2.3 of the Clay County Code,

subject to the provisions of Sec. 3-48.

(c) *Conditional Uses.* The following uses are permitted in the BB-2 zoning district subject to the conditions provided in Section 20.3-5.

- (1) Mini-warehouses.
- (2) Public assembly.
- (3) Sales from vehicles.
- (4) Radio, television, microwave relay stations or towers and accessory equipment buildings.
- (5) Residential dwelling.
- (6) Communication Antennas and Communication Towers, including accessory buildings, tower support and peripheral anchors as governed by the provisions of Section 20.3-46 of the Clay County Land Development Code.
- (7) Indoor Skating Rinks and Indoor Skate Parks (amended 07/06, ord. 2006-38)
- (8) Recreation Vehicle and Boat Storage *Rev. 04/22/08*
- (9) Day Care Centers.
- (10) Medical Marijuana Treatment Center Dispensing Facility

(d) *Uses Not Permitted.*

- (1) Any use not allowed in (b) or (c) above.
- (2) Any use which would create any obnoxious, corrosive or offensive noise, gas, odor, smoke, dust, fumes, vibration or light, and which would be detrimental to other surrounding properties or to the welfare and health of the citizens in the area.

(e) *Lot and Building Requirements.* The principal building(s), accessory structures and other uses shall be located so as to comply with the following minimum requirements.
Rev. 04/22/08

(1) Side Lot Setbacks:

- (i) Side lot setbacks on property which abuts residential or agricultural districts shall be not less than twenty-five (25) feet from side property lines. If said lot is a corner lot, then setbacks should be the same as the front setback.
- (ii) Where the adjoining lot is also zoned for business, the building may be placed up to the side lot line, providing the building is constructed in accordance with the regulations of the applicable Building Code; in all other construction, the minimum side setback shall be fifteen (15) feet.

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- (2) Rear lot line setbacks shall not be less than twenty (20) feet from rear property line, or not less than twenty-five (25) feet when adjacent to multi-family and single-family residences. If the rear yard does not abut a public street, then access over private property shall be provided. Access shall be not less than fifteen (15) feet in width, and shall be unobstructed at all times.
- (3) Front lot line setbacks shall comply with Section 19, Subsection 4, Ordinance 82-45, as amended, and shall in no case be less than twenty-five feet from front property line.
- (4) 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.
- (5) Where a business district is adjacent to a lot line of property of a residential or agricultural classification, no materials, garbage containers or refuse shall be allowed nearer than thirty (30) feet to such a residential or agricultural district. Garbage or refuse shall be containerized and such containers shall be enclosed or screened so as not to be readily visible.
- (6) *Lighting.* Artificial lighting used to illuminate the premises and/or advertising copy shall be directed away from adjacent residential or agricultural districts.
- (7) *Density Requirements.* The maximum density of development of land with a BB-2 zoning classification shall correspond to an FAR of forty (40) percent.
- (8) No outside amplification of sound shall be permitted which can be heard off-site.
- (9) *Visual Barrier.* Proposed non-residential development shall be buffered from adjacent land within the residential land use categories identified in Section 20.3-8 with a ten (10) foot landscaped area, minimum six (6) foot high opaque barrier (fence or vegetation) and tree planting thirty (30) feet on center. For all development commenced on or after January 28, 2003, the provisions of this subsection shall not apply. For developments that commence after this date, the provisions of Article VI of the Clay County Land Development Code (the Tree Protection and Landscaping Standards) will apply. (Rev. 02/08/11)

153 Analysis of Proposed Rezoning Amendment

154 In reviewing the proposed application for Rezoning, the following criteria may be considered along with such
155 other matters as may be appropriate to the particular application:

156
157 (a) Whether the proposed change will create an isolated district unrelated to or incompatible with
158 adjacent and nearby districts;

159 Staff Finding: This application requests rezoning of the subject parcels to a district designation that is
160 consistent with the prior land use amendment to Commercial and does not create an isolated or unrelated
161 district.

162 (b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the real
163 property proposed for change;

164 Staff Finding: The district boundaries would be consistent with the prior land use amendment to
165 Commercial and are appropriate given the location at an intersection of two major collector roads.

166 (c) Whether the conditions which existed at the time the real property was originally zoned have changed
167 or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed Rezoning;

168 Staff Finding: The land use was changed in 2003 however the zoning remained Agricultural/Residential.
169 This request would bring the zoning into consistency with the land use and allow for development of the
170 property.

171 (d) Whether the affected real property cannot be used in accordance with existing zoning;

172 Staff Finding: While the property could be developed as single-family residential under this zoning
173 designation, there exists an inconsistency with the land use.

174 (e) Whether the proposed Rezoning application is compatible with and furthers the County's stated
175 objectives and policies of the Plan;

176 Staff Finding: The proposed rezoning is compatible with the Comprehensive Plan and supports the intent
177 of the future land use designation.

178 (f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a
179 legitimate public purpose;

180 Staff Finding: There is no public purpose served by keeping the zoning district boundaries in their current
181 locations on the subject parcel.

182 (g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is
183 inconsistent with surrounding land use;

184 Staff Finding: Maintenance of the status quo prevents the development of the parcel consistent with the
185 amended land use.

186 (h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density
187 within the district already permitting such intensity or density.

188 Staff Finding: The rezoning of the subject parcels would permit limited commercial intensity in a location
189 that would serve the needs of the immediate residential.

190

191 **Recommendation**

192 Staff recommends approval of ZON 26-0004.

193

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 TWO PARCELS OF LAND (TAX PARCEL IDENTIFICATION #s 33-04-25-008124-003-00 AND 33-04-25-008124-004-00), TOTALING APPROXIMATELY 8.37 ACRES, FROM THEIR PRESENT ZONING CLASSIFICATION OF AGRICULTURAL/RESIDENTIAL DISTRICT (AR) TO COMMUNITY BUSINESS DISTRICT (BB-2); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Application ZON 26-0004 seeks to rezone certain real property totaling approximately 8.37 acres (tax parcel identification #s 33-04-25-008124-003-00 and 33-04-25-008124-004-00) (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 classification of Agricultural/Residential District (AR) to Community Business District (BB-2).

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective as provided by law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of April, 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"

Legal Description

Parcel No.: 33-04-25-008124-003-00

A parcel of land consisting of a portion of the Southeast 1/4 of Section 33, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the southeast corner of the Northeast 1/4 Section 33; thence on the east line of said Section 33 (also being the west line of County Road 220-A) South 00 degrees 18 minutes 00 seconds West, 333.55 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 50.0 feet, an arc distance of 96.52 feet to the northerly line of County Road No. 220, said arc being subtended by a chord bearing and distance of South 55 degrees 36 minutes 03 seconds West 82.22, feet; thence continue westerly along said northerly line and along the arc of a curve concave southerly and having a radius of 1323.24 feet, an arc distance of 101.73 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 18 minutes 02 seconds West, 101.71 feet; thence North 02 degrees 04 minutes 25 seconds East, 287.06 feet to the said south line of said Northeast 1/4 of Section 33; thence on said south line, South 89 degrees 31 minutes 20 seconds East, 321.00 feet to the point of beginning; being 2.55 acres, more or less, in area.

Subject to a 25' Easement to Clay County Utility Authority as per Official Records Book 2125, page 0302 of said public records.

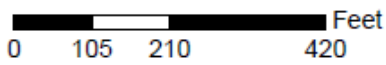
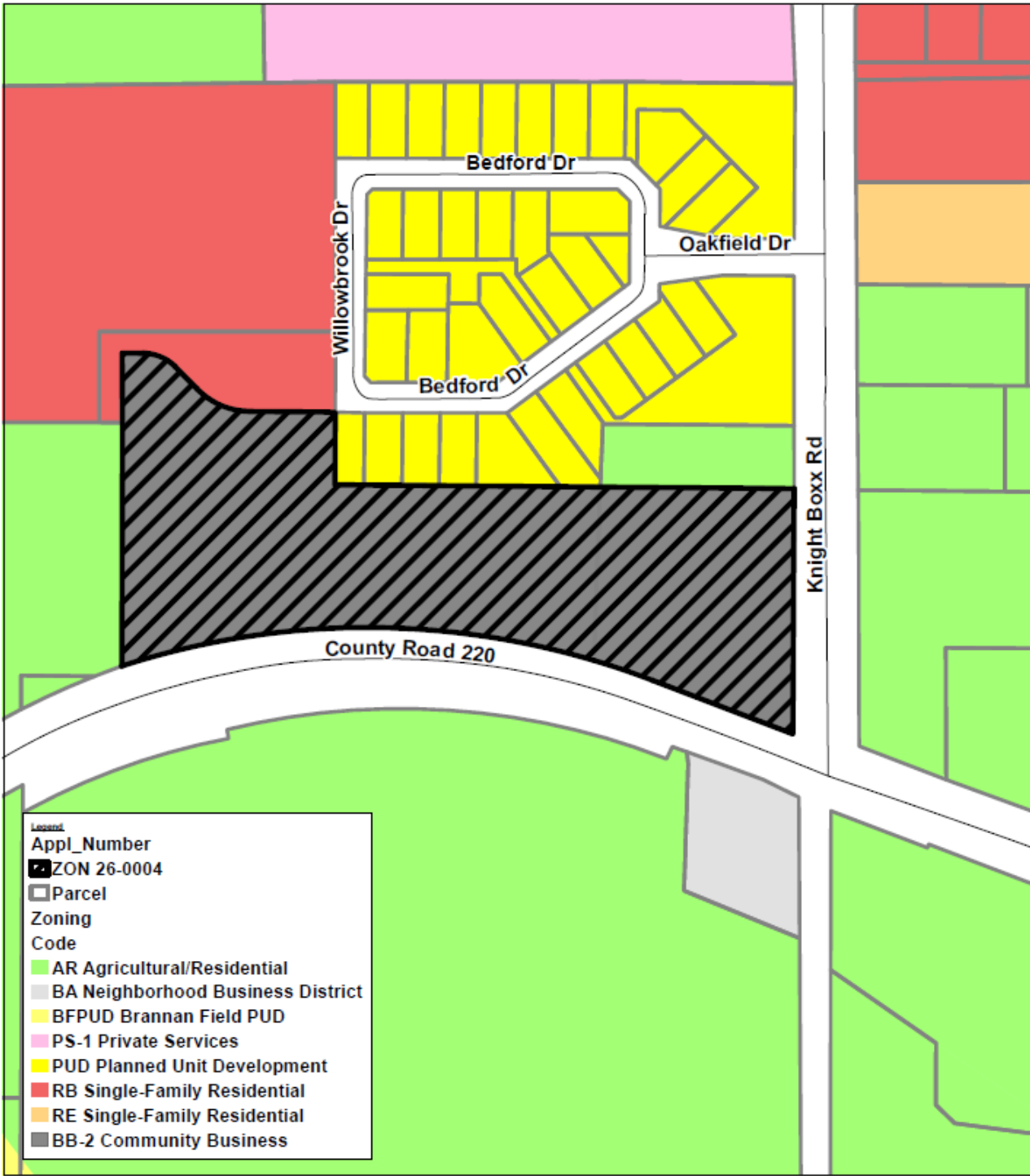
Parcel No.: 33-04-25-008124-004-00

A parcel of real property situated in Clay County, Florida and more particularly described as follows:

A parcel of land consisting of a portion of the Southeast 1/4 and a portion of the Northeast 1/4 of Section 33, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southeast corner of said Northeast 1/4 of Section 33; thence on the south line thereof, North 89 degrees 31 minutes 20 seconds West, 321.00 feet to the point of beginning; thence South 02 degrees 04 minutes 25 seconds West, 287.06 feet to the northerly line of County Road No. 220; thence westerly along said northerly line and along an arc of a curve concave southerly and having a radius of 1323.24 feet, an arc distance of 793.12 feet, said arc being subtended by a chord bearing and distance of South 89 degrees, 19 minutes 33 seconds West, 781.30 feet to a point on the easterly line of the lands conveyed in Official Records Book 855, page 69 of the public records of Clay County, Florida; thence along the easterly and northerly boundaries of said lands the following courses: North 00 degrees 22 minutes 10 seconds East, 402.43 feet to an angle point in said boundary; North 89 degrees 33 minutes 30 seconds West, 3.00 feet; thence departing said northerly boundary, North 00 degrees 26 minutes 30 seconds East, 115.00 feet; thence South 89 degrees 33 minutes 30 seconds East, 35.15 feet; thence southeasterly along the arc of a curve concave southwesterly and having a radius of 75.0 feet, an arc distance of 58.90 feet, said arc being subtended by a chord bearing and distance of South 67 degrees 03 minutes 30 seconds East, 57.40 feet; thence South 44 degrees 33 minutes 30 seconds East, 51.50 feet; thence southeasterly along the arc of a curve concave northeasterly and having a radius of 125.00 feet, an arc distance of 98.17 feet, said arc being subtended by a chord bearing and distance of South 67 degrees 03 minutes 30 seconds East 95.67 feet; thence South 89 degrees 33 minutes 30 seconds East, 140.55 feet to the west line of Boxwood, according to plat thereof recorded in Plat Book 42, pages 68 through 70 of the public records of said county; thence on said west line, South 00 degrees 18 minutes 00 seconds West, 120.00 feet to the south line thereof (also being the north line of said Southeast 1/4 of Section 33); thence on said north line, South 89 degrees 31 minutes 20 seconds East, 439.00 feet to the point of beginning.

Exhibit "A-2"



**Proposed Zoning
 Rezoning: ZON 26-0004
 from AR to BB-2**





Agenda Item
Clay County Board of County Commissioners

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

TO: BCC

DATE: 4/7/2026

FROM: Teresa Capo

SUBJECT: Troy Anderson informed staff that he will not seek reappointment for an additional term. His term expired on March 12, 2026.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Anderson Resignation	Backup Material	4/14/2026	Anderson_Resignationdsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	4/7/2026 - 11:12 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/7/2026 - 4:42 PM	AnswerNotes

From: [Troy Anderson](#)
To: [Eileen Flynn](#)
Cc: [Teresa Capo](#)
Subject: Re: Springs CAC membership reappointment
Date: Saturday, April 4, 2026 3:01:44 PM
Attachments: [Outlook-kczyrdhl.png](#)
[Outlook-kczyrdhl.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I do not plan to re nu

On Thu, Feb 26, 2026, 10:20 AM Eileen Flynn <Eileen.Flynn@claycountygov.com> wrote:

Hi Folks,

You are receiving this email because your position with the CAC is up for renewal in March. If you want to continue, please follow the link below and apply. Teresa needs to get you on the BCC agenda for reappointment. If you do not wish to reapply respond to this email stating, you do not wish to serve on the CAC and will not be reapplying. See link below.

<https://www.claycountygov.com/government/boards-and-committees/citizen-application-form>

Thank you



Eileen P. Flynn, CFM

Planning Technician
904-541-5281
Clay County Board of County
Commissioners
477 Houston Street 3rd Floor
Green Cove Springs, FL 32043
www.claycountygov.com

Please follow the link below to the Citizens Access Portal & register with a valid email in order to apply for permits or planning/zoning applications. Once registered you can log-in to check the status & monitor progress of existing permits or applications:
<https://www.claycountygov.com/government/planning-and-zoning/applications>

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The information contained in this email and/or attachment(s) may be confidential and intended solely for the use of the

individual or entity to whom it is addressed. This email and/or attachment(s) may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify sender immediately by telephone to obtain instructions as to whether information in this email and/or attachment(s) is confidential and privileged or protected from disclosure under applicable law.



Agenda Item
Clay County Board of County Commissioners

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

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/22/2026 - 4:29 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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

TO: Clay County Board of
Commissioners

DATE: 3/3/2026

FROM: Administrative &
Contractual Services

SUBJECT:

Bid Opening Tabulations for April 14, 2026:

A. RFQ No. 25/26-016, Construction Engineering and Inspection Services for SUN Trail

B. Bid No. 25/26-027, Firefighter Gear Storage Shed Construction

C. Bid No. 25/26-062, Dirt Road Paving of Lakeview Street and Hilltop Street

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Bid Tabulations	Backup Material	4/16/2026	Bid_Tabs_BCC_bid_openings_042826.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/22/2026 - 4:29 PM	Item Pushed to Agenda

BID TABULATION FORM

RFQ 25/26-016

Date:

April 14, 2026

Proj: **Construction Engineering and Inspection Services
for SUN Trail**

Time Open:

9:09AM

Ad: Clay Today, March 12, 2026

Time Close:

9:10AM

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	Beryl Project Engineering		No Bid
2	CDM Sith, Inc.	Yes	To Be Determined
3	CSI Geo, Inc.	Yes	To Be Determined
4	Carnahan, Proctor and Cross, Inc.	Yes	To Be Determined
5	Eisman and Russo, Inc.	Yes	To Be Determined
6	England-Thims and Miller, Inc.	Yes	To Be Determined
7	Halff Associates, Inc.	Yes	To Be Determined
8	Infrastructure Consulting & Engineering, LLC	Yes	To Be Determined
9	KCI Technologies, Inc.	Yes	To Be Determined

BID TABULATION FORM

RFB 25/26-027

Date: April 14, 2026

Proj: **Firefighter Gear Storage Shed Construction**

Time Open: 9:04AM

Ad: Clay Today, March 5, 2026

Time Close: 9:07AM

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

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

Bidder	Addendum	Bid Bond	Base Bid	Alternate 1	Alternate 2	Total
1 Baker Consulting & Engineering LLC, Baker Design Build	X	X	\$35,959.81	\$34,845.13	\$34,845.13	\$105,650.07
2 Bliss Products & Services, Inc.	No Bid		No Bid			
3 c.c. Borden Construction	X	X	\$63,043.00	\$55,220.00	\$50,011.00	\$168,200.74
4 DCRV Contracting, LLC	X	X	\$34,880.00	\$34,282.00	\$38,908.00	\$108,070.00
5 St. Johns Emergency Restoration Services D.B.A. PuroClean Emergency Restoration Services	X	X	\$52,836.48	\$52,262.62	\$50,655.42	\$155,754.52

BID TABULATION FORM

Bid 25/26-062

Date:

April 14, 2026Proj: **Dirt Road Paving of Lakeview Street and Hilltop Street**

Time Open:

9:00AM

Ad: Clay Today, March 12, 2026

Time Close:

9:03AM

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

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

	Bidder	Bid Bond	Addendum	Total
1	American Civil Construction, Inc.			No -Bid
2	Art Walker Construction, Inc.	Yes	Yes	\$867,530.90
3	DB Civil Construction, LLC	Yes	Yes	\$977,888.00
4	Jax Utilities Management, Inc.	Yes	Yes	\$1,230,701.00
5	Kirby Development, Inc.	Yes	Yes	\$913,052.70
6	MAER Homes, LLC	Yes	Yes	\$921,560.00
7	Maloy Grading Corporation	Yes	Yes	\$749,446.03



Agenda Item
Clay County Board of County Commissioners

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

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/22/2026 - 4:29 PM	Item Pushed to Agenda