



VILLAGE OF NORTH PALM BEACH SPECIAL SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

WEDNESDAY, MAY 17, 2023
7:00 PM

David B. Norris
Mayor

Susan Bickel
Vice Mayor

Darryl C. Aubrey
President Pro Tem

Mark Mullinix
Councilmember

Deborah Searcy
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

APPROVAL OF MINUTES

1. Minutes of the Regular Session held April 13, 2023
2. Minutes of the Regular Session held April 27, 2023

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

DECLARATION OF EX PARTE COMMUNICATIONS

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

- 3. RESOLUTION** – Approving an Easement Deed in favor of Seacoast Utility Authority over a portion of Anchorage Park for sewer improvements; and authorizing execution of the Easement.
- 4. RESOLUTION** – Amending Resolution No. 2023-32 to approve a proposal from Advanced Recreational Concepts, LLC for the purchase of a playground border for the artificial turf at the Anchorage Park playground merry-go-round at a total cost of \$1,167.50; authorizing execution of the Contract; and approving a Budget Amendment to fund the purchase.
- 5. RESOLUTION** – Approving an Amendment to the Cash Management Master Agreement for day-to-day banking services with TD Bank, N.A.; authorizing the Village Manager to execute the Amendment; and waiving the Village's Purchasing Policies and Procedures for day-to-day banking services.
- 6. RESOLUTION** – Approving Amendment No. 2 to the Interlocal Cooperation Agreement with Palm Beach County for participation in the Urban County Program; and authorizing execution of the Amendment.
- 7.** Receive for file Minutes of the Infrastructure Surtax Oversight Committee meeting held 8/15/22.
- 8.** Receive for file Minutes of the Business Advisory Board meeting held 2/21/23.
- 9.** Receive for file Minutes of the Environmental Committee meeting held 4/3/23.
- 10.** Receive for file Minutes of the Waterways Advisory Board meeting held 4/5/23.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 11. 1ST READING AND RE-ADOPTION OF ORDINANCE 2023-08 – CODE AMENDMENT – GOLF ADVISORY BOARD** Consider a motion to adopt on first reading Ordinance 2023-08 amending Article II, "Golf Advisory Board," of Chapter 9, "Country Club," of the Village Code of Ordinances by Amending Section 9-17 to revise the Composition and Terms of the Golf Advisory Board.

OTHER VILLAGE BUSINESS MATTERS

- 12. MOTION** – Approving a Meter Application with Seacoast Utility Authority to Irrigate the Community Center's Athletic Field and Grounds with Potable Water.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

- 13. DISCUSSION** – Council Goals and Objectives for Fiscal Year 2023-2024 Budget

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to 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 (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.



***DRAFT* MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
APRIL 13, 2023**

Present: David B. Norris, Mayor
Susan Bickel, Vice Mayor
Darryl C. Aubrey, Sc.D., President Pro Tem
Deborah Searcy, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

Absent: Mark Mullinix, Councilmember

ROLL CALL

Mayor Norris called the meeting to order at 7:00 p.m. All members of Council were present except for Councilmember Mullinix who was out of town. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Norris gave the invocation and Vice Mayor Bickel led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held March 9, 2023 were approved as written.

STATEMENTS FROM THE PUBLIC

Mayor Norris read into the record a public comment received from Bill Rose, 36 Yacht Club Drive #106. In his comment, Mr. Rose expressed concerns regarding the proposed 200 Yacht Club Drive project, the proposed Twin City Mall site project and the proposed reduction of lanes on U.S. Highway 1.

Wayne Cowart, 524 Marlin Road, expressed his concerns regarding garbage pick-up and the changes that are made when the pick-up days fall on a holiday. Mr. Cowart made suggestions for garbage pick-up days that fall on a holiday. Mr. Cowart expressed his concerns that the clam shell truck did not have a rake.

STATEMENTS FROM THE PUBLIC *continued*

Chris Ryder, 118 Dory Road South, continued where he left off from the last Council meeting on an overview of changes that were made to the Village code during the Spring of 2020.

Rita Budnyk, 804 Shore Drive, as a representative of the Recreation Advisory Board, stated that the board was in favor of having pickleball courts installed within the Village.

Tim Hullihan, 840 Country Club Drive, discussed democracy and how it related to proposed Village projects.

Mary Phillips, 525 Ebbtide Drive, announced Friends of the Library events that would be taking place at Anchorage Park on April 22nd and at Osborne Park on April 29th.

Deborah Cross, 2560 Pepperwood Circle South, expressed her concerns regarding the proposed Twin Cities Mall site project.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2023-07 CODE AMENDMENT – ORDER OF BUSINESS

A motion was made by Councilmember Searcy and seconded by Vice Mayor Bickel to adopt on first reading Ordinance 2023-07 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, “COUNCIL,” OF CHAPTER 2, “ADMINISTRATION,” OF THE VILLAGE CODE OF ORDINANCES BY REPEALING SECTION 2-26, “ORDER OF BUSINESS;” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the code amendment would remove the mandate for the order of business on the Village Council agenda. Removing the mandate would provide greater flexibility to reorder and modify the sequence of the agenda.

Councilmember Searcy recommended reordering the agenda by moving the Consent Agenda to be heard after the Public Comment portion and before the Public Hearing portion of the agenda.

Thereafter, the motion to adopt on first reading Ordinance 2023-07 passed with all present voting aye.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-04 COUNTRY CLUB BUDGET AMENDMENT

A motion was made by Vice Mayor Bickel and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2023-04 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED COUNTRY CLUB BUDGET FOR FISCAL YEAR 2023 TO UTILIZE \$200,000 IN FEE REVENUES TO FUND CAPITAL PROJECTS AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-04 COUNTRY CLUB BUDGET AMENDMENT *continued*

Head Golf Professional Allan Bowman explained that staff was requesting the budget amendment to provide additional capital projects at the Country Club Golf Course. Golf fee revenues have surpassed the targeted budget and the previous year's numbers during the first five (5) months of the current fiscal year. Rounds of golf played have increased from an average of 44,000 to over 56,000 per year and staff was making the request to make needed improvements at the golf course because of the increased revenues and the increased play.

Mayor Norris opened the public hearing on Ordinance 2023-04 Country Club Budget Amendment.

Chris Ryder, 118 Dory Road South, asked for clarification on agenda item number 15, Country Club Capital Projects Contract where the resolution requests that the Village's purchasing policies and procedures be waived.

Mayor Norris stated that they would discuss the request later in the meeting when the item is presented for consideration.

There being no further comments from the public, Mayor Norris closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2023-04 passed with all present voting aye.

CONSENT AGENDA APPROVED

Councilmember Searcy moved to approve the Consent Agenda. Vice Mayor Bickel seconded the motion, which passed with all present voting aye. The following items were approved:

Resolution approving a Blanket Purchase Order for the Public Works Department with Tire Soles of Broward, Inc. in the total amount of \$50,000 for the purchase of tires and tubes for Village vehicles.

Resolution accepting a proposal from Eaton Corporation to replace the Emergency Uninterrupted Power System at the Public Safety Building at a total cost of \$49,449.15; and authorizing execution of the Contract.

Resolution amending Resolution No. 2023-08 to increase the cost of one Peterbilt Front Load Refuse Collection Truck purchased from Southern Sewer Equipment Sales and Service, Inc. by an additional \$13,917.53 to \$310,405.53 for the installation of additional safety equipment and a modification of the paint scheme.

Receive for file Minutes of the Golf Advisory Board meeting held 1/16/23.

Receive for file Minutes of the Environmental Committee meeting held 2/6/23.

Receive for file Minutes of the Recreation Advisory Board meeting held 2/14/23.

Receive for file Minutes of the Business Advisory Board meeting held 2/21/23.

Receive for file Minutes of the Library Advisory Board meeting held 2/28/23.

Receive for file Minutes of the Audit Committee meeting held 3/7/23.

RESOLUTION 2023-32 – ARTIFICIAL TURF INSTALLATION AT ANCHORAGE PARK PLAYGROUND CONTRACT

A motion was made by Councilmember Searcy and seconded by Vice Mayor Bickel to adopt Resolution 2023-32 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM PLAY SPACE SERVICES, INC. FOR THE INSTALLATION OF ARTIFICIAL TURF AT THE ANCHORAGE PARK PLAYGROUND PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CLAY COUNTY CONTRACT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; APPROVING A BUDGET AMENDMENT TO TRANSFER FUNDS FROM THE CAPITAL RESERVE ACCOUNT TO THE RECREATION CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT TO FUND THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Leisure Services Zak Sherman explained that the resolution would approve a contract to purchase and install additional artificial turf at the Anchorage Park playground. The new playground opened on March 16, 2023. The main part of the playground contained artificial turf except for the swing set and spin piece areas which contained mulch. Due to aesthetic and safety concerns voiced by residents, staff was recommending the purchase of additional artificial turf to cover those areas. A total of \$560,000 was set aside in the Village’s Capital Improvement Plan Fund (CIP) for various parks and recreation projects. Funds held in the CIP fund are transferred to the project when the item is ready to be purchased. A budget amendment that would transfer \$66,019 from the Capital Reserve Account to the Recreation Construction and Major Renovation Capital Account would be necessary to fund the purchase.

Councilmember Searcy stated that the new playground was amazing and beautiful and was glad to see more people using it.

Thereafter, the motion to adopt Resolution 2023-32 passed with all present voting aye.

RESOLUTION 2023-33 – COMMUNITY CENTER SOFTBALL FIELDS CONVERSION TO TURF GRASS CONTRACT

A motion was made by Councilmember Searcy and seconded by President Pro Tem Aubrey to adopt Resolution 2023-33 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM HAVERLAND AG INNOVATIONS, INC. TO CONVERT THREE EXISTING SOFTBALL INFIELDS TO TURF GRASS AT THE COMMUNITY CENTER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE’S PURCHASING POLICIES AND PROCEDURES; APPROVING A BUDGET AMENDMENT TO TRANSFER \$133,783.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE RECREATION CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2023-33 – COMMUNITY CENTER SOFTBALL FIELDS CONVERSION TO TURF GRASS CONTRACT *continued*

Mr. Sherman explained that the Community Center athletic field currently contains four (4) softball clay infields that are not used very often. The grass field is used regularly for youth sports which has led to extra wear and tear and makes it difficult to keep it looking nice. Staff was proposing the conversion of three (3) existing softball clay infields to turf grass to create more field space. The total proposed cost was \$133,782.17 and a budget amendment would be necessary to fund the purchase.

Vice Mayor Bickel expressed concern over salt water intrusion that would harm the turf grass.

Mr. Sherman stated that staff has had discussions about the possibility of connecting to Seacoast Utilities for irrigation.

Vice Mayor Bickel recommended having the salt water intrusion fixed before purchasing the turf grass.

Mr. Sherman stated that he would contact Seacoast Utilities to inquire about an irrigation connection.

Discussion ensued between Council and staff regarding the contract and pricing for the turf installation.

Thereafter, the motion to adopt Resolution 2023-33 passed with all present voting aye.

RESOLUTION 2023-34 – COUNTRY CLUB CAPITAL PROJECTS CONTRACT

A motion was made by Councilmember Searcy and seconded by President Pro Tem Aubrey to adopt Resolution 2023-34 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR SUMMER CAPITAL PROJECTS AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Bowman explained and discussed the areas of the Country Club golf course that were in need of revision and repair. The projects' estimated cost would be \$183,877.50. Since the golf course is a Jack Nicklaus signature golf course only a vendor that is approved by the Nicklaus Group to maintain the golf course can be chosen. Brightview Golf Maintenance, Inc. is approved by the Nicklaus Group.

Chris Ryder, 118 Dory Road South, asked if Brightview Golf Maintenance, Inc. was the only company allowed to maintain the golf course.

Mr. Bowman stated that the only other company in the area is Heritage Links and they were committed to another golf course for the next two years and their cost was much higher.

Thereafter, the motion to adopt Resolution 2023-34 with all present voting aye.

MOTION – Designation of voting delegate and alternates for the Palm Beach County League of Cities

A motion was made by Councilmember Searcy and seconded by Vice Mayor Bickel to designate President Pro Tem Aubrey as voting delegate and appointing all councilmembers not serving as voting delegate to serve as alternate voting delegates for the Palm Beach County League of Cities.

Thereafter the motion passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Searcy stated that the Palm Beach North Chamber of Commerce Resilient and Connected Task Force was taking an inventory of municipalities and what they have to be resilient and connected to mobility, transit and safer streets. Councilmember Searcy stated that the Village did not currently have those services and asked if the Council wanted to consider creating a mobility plan, doing transit oriented development, and adopting Vision Zero or adopting Complete Streets.

Mayor Norris recommended having a discussion on those items at the next Council meeting.

Councilmember Searcy discussed and explained the Village’s fence code and how it was affecting one of the residents that wanted to install a six (6) foot fence. The Village’s code currently allows for a four (4) foot fence. Councilmember Searcy recommended having a discussion regarding possible revisions to the Village’s fence code.

Mayor Norris recommended a future workshop to discuss the Village’s fence code.

Discussion ensued between Councilmembers, Mr. Rubin and Mr. Whiteford, Chairman of the Residential Ad Hoc Committee regarding fencing and how the Ad Hoc Committee could discuss possible revisions to the code.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff stated that the Village’s Art Show was a great success and thanked the Friends of the Library for providing food and drink for the event.

Mr. Huff gave an update on the proposed solution to Lakeside Park’s parking issues. Mr. Huff discussed and explained possible solutions.

Discussion ensued between Councilmembers and staff regarding possible solutions to Lakeside Park’s parking issues.

Council asked staff to gather data on parking at Lakeside Park and to bring the data and proposed solutions back to be discussed at a Council workshop.

Mr. Huff gave an update on the proposed undergrounding of utilities within the Village. Mr. Huff gave a brief history of the proposal and asked for Council direction.

Discussion ensued between Councilmembers and Mr. Huff regarding the proposal of undergrounding utilities within the Village and what direction to take.

Councilmember Searcy proposed that when FPL wants to harden electrical poles, the Village could request that the poles be undergrounded and the Village could pay the cost.

VILLAGE MANAGER MATTERS/REPORTS *continued*

Mr. Huff stated that he could reach out to FPL to inquire if Councilmember Searcy's proposal would be a possible solution.

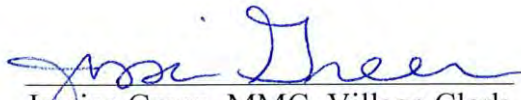
Mr. Huff stated that he was still requesting that FPL provide undergrounding distribution under the U.S. Highway 1 bridge.

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

Donald Kazimir, member of the Audit Committee presented the Annual Report of the Audit Committee.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:18 p.m.


Jessica Green, MMC, Village Clerk



DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
APRIL 27, 2023

Present:

David B. Norris, Mayor
Susan Bickel, Vice Mayor
Darryl C. Aubrey, Sc.D., President Pro Tem
Mark Mullinix, Councilmember
Deborah Searcy, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Norris called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Norris gave the invocation and Vice Mayor Bickel led the public in the Pledge.

Mayor Norris announced and recognized former Recreation Director Mark Hodgkins who was present in the audience.

APPROVAL OF MINUTES

The Minutes of the Special Session held March 16, 2023 and the Minutes of the Special Session held March 27, 2023 were approved as written.

STATEMENTS FROM THE PUBLIC

Lisa Interlandi, 150 Anchorage Drive S, informed Council that Senate Bill 102 also known as the Live Local Act which was passed recently. The bill requires local governments to provide workforce housing at the highest density allowed and the highest height allowed within one mile of a proposed housing project. Ms. Interlandi recommended that Council analyze the newly passed bill and take it into consideration for future projects. Ms. Interlandi discussed and explained a floating structure that was in the Lake Worth Lagoon that needed to be addressed.

Chris Ryder, 118 Dory Road South, continued where he left off from the last Council meeting on an overview of changes that were made to the Village code during the Spring of 2020 and commented on Senate Bill 102 also known as the Live Local Act which was passed recently.

STATEMENTS FROM THE PUBLIC *continued*

Bob Starkie, 36 Yacht Club Drive, discussed and expressed his concerns regarding Senate Bill 102 and the proposed 200 Yacht Club Drive project.

John Samadi, 512 Marlin Road, expressed concerns regarding the proposal from D.S. Eakins Construction Corporation for stormwater drainage repairs on Shore Court that was placed for consideration under the Consent Agenda portion of the meeting.

Marcus Lane, 119 Ebbitide Drive, expressed his concerns regarding fence height restrictions on the setbacks from sea walls and provided a letter with pictures and made recommendations.

Mayor Norris read into the record a public comment received from Myrna Beer, 132 Lakeshore Drive. In her comment, Ms. Beer expressed concerns regarding the appearance and upkeep of the United States Post Office that is located within the Village.

INTRODUCTION OF ADVISORY BOARD AND COMMITTEE APPLICANTS

The following applicants were introduced to the Village Council:

Leigh Arwood	Amanda Jones	Ryan Muller
Lindsey Carmichael	Katie Kahn	Karen O’Connell
Christi Chane	Ashley Knieriemen	
Jennifer Gold Dumas	Allen Kramer	
Scott Fetterman	Belinda Morrell	

The following applicants were unable to attend the meeting and submitted a comment that Mayor Norris read into the record:

Brian Bartels	Kim Pasqualini
Francine Mantyh	Richard Pizzolato
Brigid Misselhorn	Kendra Zellner

The following applicants were unable to attend and did not submit a comment:

Jack Baldwin
William Luzuriagga

RESOLUTION 2023-35 – APPOINTING MEMBERS TO VILLAGE BOARDS

By written ballots, the originals of which are attached to the minutes of record, the Council appointed members to Village boards, as follows:

Audit Committee: Allen Kramer

Environmental Committee: Brian Bartels

General Employees Pension Board: Francine Mantyh

Golf Advisory Board: Karen O’Connell

Infrastructure Surtax Committee: Brigid Misselhorn

Police and Fire Pension Board: Scott Fetterman

RESOLUTION 2023-35 – APPOINTING MEMBERS TO VILLAGE BOARDS *continued*

Recreation Advisory Board: Leigh Arwood, Christi Chane, Jennifer Gold Dumas and Ashley Knieriemen.

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Aubrey to adopt Resolution 2023-35 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING MEMBERS TO THE AUDIT COMMITTEE, ENVIRONMENTAL COMMITTEE, GOLF ADVISORY BOARD, INFRASTRUCTURE SURTAX COMMITTEE, POLICE AND FIRE PENSION BOARD AND RECREATION ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Thereafter, the motion to adopt Resolution 2023-35 passed unanimously.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2023-08 CODE AMENDMENT – GOLF ADVISORY BOARD

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, “GOLF ADVISORY BOARD,” OF CHAPTER 9, “COUNTRY CLUB,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 9-17 TO REVISE THE COMPOSITION AND TERMS OF THE GOLF ADVISORY BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Head Golf Professional Alan Bowman explained that the purpose of the ordinance was to revise language associated with the composition of the Golf Advisory Board by changing it to require one member from the Country Club golf resident membership, one member from the golf resident family membership and one member from the restricted golf resident membership, and one member from the Women’s Golf Association recommended by the Association that would not be binding on the Council. If no member of the WGA wishes to serve, the member may be replaced with a female golf member at the Country Club. Three of the seven members may be annual resident golf members in any membership category and at the option of Village Council, may be a non-resident golf member. All members of the board shall serve staggered terms of two years.

A vote of 5 to 0 was taken for Ordinance 2023-08, but a motion was never made and therefore the ordinance was not adopted on first reading.

ORDINANCE 2023-09 CODE AMENDMENT – OFF STREET PARKING SPACES AND ACCESSORY STORAGE STRUCTURES

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, “DISTRICT REGULATIONS,” OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-27, “R-1 SINGLE-FAMILY DWELLING DISTRICT,” TO REQUIRE TWO PARKING SPACES ON A DURABLE SURFACE AND TO ALLOW ONE ACCESSORY STORAGE STRUCTURE SUBJECT TO ADDITIONAL REQUIREMENTS AND AMENDING SECTION 45-36, “GENERAL PROVISIONS,” TO DELETE THE REFERENCE TO DETACHED GARAGES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-09 CODE AMENDMENT – OFF STREET PARKING SPACES AND ACCESSORY STORAGE STRUCTURES *continued*

Mr. Rubin discussed and explained recommended changes that were made to the proposed code amendment since the Council’s last workshop.

Corey O’Gorman, on behalf of the Community Development Department began a presentation regarding the proposed revisions to the code as it related to off street parking spaces and accessory storage structures. Mr. O’Gorman gave a brief history on the the code stating that the proposed off street parking regulations within the R-1 district would be to change from at least one parking space to two parking spaces. Mr. O’Gorman reviewed and discussed accessory structures and gave an overview of the uses and sizes that were allowed in Palm Beach County and municipalities within the county. Mr. O’Gorman discussed and explained the different types of accessory structures and concluded by stating that the Planning Commission reviewed the proposed amendments and recommended that accessory structures shall not exceed the height of the principle structure, no kitchen shall be permitted and colors should match the principal structure.

Bill Whiteford, Chairman of the Residential Ad Hoc Committee stated that the committee had recommended the two types of accessory structures in the presentation which were a prefabricated storage building and storage structures that exceed 64 feet. Mr. Whiteford discussed and explained the intent of the committees’ recommendations with regards to the two types of structures and the requirements for each one.

Discussion ensued between Mr. Whiteford, Mr. Rubin and Councilmembers regarding the two types of accessory structures and requirements.

John Samadi, 512 Marlin Road, expressed his concerns with the proposed code amendment regarding off street parking spaces and accessory storage structures.

Discussion ensued between Mr. Rubin, Mr. Whiteford and Councilmembers regarding the proposed code amendment regarding off street parking spaces and accessory storage structures.

Councilmember Searcy recommended having a joint workshop with the Residential Ad Hoc Committee to discuss the proposed code amendment regarding off street parking spaces and accessory storage structures.

Council came to consensus to have a joint workshop with the Residential Ad Hoc Committee to discuss the proposed code amendment regarding off street parking spaces and accessory storage structures.

A motion was made by Vice Mayor Bickel and seconded by Councilmember Mullinix to table Ordinance 2023-09 Code Amendment – Off Street Parking Spaces and Accessory Storage Structures.

The motion passed 4 to1 with Mayor Norris, Vice Mayor Norris, President Pro Tem Aubrey and Councilmember Mullinix voting aye and Councilmember Searcy voting nay.

ORDINANCE 2023-07 CODE AMENDMENT – ORDER OF BUSINESS

A motion was made by President Pro Tem Aubrey and seconded by Vice Mayor Bickel to adopt and enact on second reading Ordinance 2022-07 entitled:

ORDINANCE 2023-07 CODE AMENDMENT – ORDER OF BUSINESS *continued*

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, “COUNCIL,” OF CHAPTER 2, “ADMINISTRATION,” OF THE VILLAGE CODE OF ORDINANCES BY REPEALING SECTION 2-26, “ORDER OF BUSINESS;” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin stated that the proposed code amendment previously passed on first reading. The amendment would remove the mandate for the order of business on the Village Council agenda. Removing the mandate would provide greater flexibility to reorder and modify the sequence of the agenda.

Mayor Norris opened the public hearing on Ordinance 2023-07 Code Amendment – Order of Business.

There being no comments from the public, Mayor Norris closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2023-07 passed unanimously.

CONSENT AGENDA APPROVED

Councilmember Mullinix moved to approve the Consent Agenda. President Pro Tem Aubrey seconded the motion, which passed unanimously. The following items were approved:

Resolution accepting a proposal from D.S. Eakins Construction Corporation for stormwater drainage repairs on Shore Court at a total cost of \$30,659.50; and authorizing execution of the Contract.

Receive for file Minutes of the Environmental Committee meeting held 3/6/23.

Receive for file Minutes of the Recreation Advisory Board held 3/14/23.

RESOLUTION 2023-37 – FIRE ENGINE PURCHASE

A motion was made by Councilmember Searcy and seconded by President Pro Tem Aubrey to adopt Resolution 2023-37 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF A SUTPHEN G9 BODY CUSTOM PUMPER FIRE APPARATUS FROM SOUTH FLORIDA EMERGENCY VEHICLES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT; APPROVING A PURCHASE AGREEMENT WITH SUTPHEN AND A DEFERRED PURCHASE VALUE AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS, LLC AND AUTHORIZING THEIR EXECUTION; APPROVING THE TURN-IN OF A LEASED FIRE ENGINE; AND PROVIDING FOR AN EFFECTIVE DATE.

Fire Chief JD Armstrong explained that the new fire engine would arrive in 2027. A leased 2020 Sutphen fire engine would be turned back in to Brindlee Mountain Fire Apparatus LLC at the end of its lease. Chief Armstrong stated that included in the package was a Deferred Purchase Value Agreement with Brindlee Fire Apparatus, LLC offering a guaranteed purchase price of \$333,423 for the newly purchased fire engine after seven (7) years of service and with less than 50,000 miles.

RESOLUTION 2023-37 – FIRE ENGINE PURCHASE *continued*

Discussion ensued between Chief Armstrong and Council regarding the purchase of the new fire engine.

Thereafter, the motion to adopt Resolution 2023-37 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Searcy recommended that the floating structure in the Lake Worth Lagoon be addressed. Councilmember Searcy asked Police Chief Jenkins if the floating structure fell within his responsibility.

Chief Jenkins stated that it would be the Code Compliance Department's responsibility to address the floating structure.

Mr. Huff stated that he and Mr. Rubin were in the process of setting a time to meet with Ms. Interlandi to discuss and get more information regarding the floating structure in the Lake Worth Lagoon.

Councilmember Searcy recommended having a workshop regarding fences on waterfront property.

Mr. Huff stated that he had a meeting set up with Mr. Rennebaum at his waterfront property regarding issues with height restrictions on fencing. Mr. Huff stated that the meeting had to be canceled but that he was in the process of rescheduling.

Mayor Norris requested scheduling a future workshop regarding fences on waterfront property.

Councilmember Searcy announced that on May 11th the Palm Beach Chamber North was honoring Jeff Atwater with a Chairman's Award at their Annual Leadership Awards Ceremony. Councilmember Searcy asked if a table at the event or an ad in the program should be purchased.

Mayor Norris recommended that an ad from the Village be placed in the Award Ceremony program.

Councilmember Searcy asked Communications Manager Ed Cunningham if he would be responsible for creating and placing the ad.

Mr. Cunningham stated that he would create and place the ad for the Awards Ceremony.

Councilmember Searcy stated that there was a rumor going around that the Village was planning to raise the millage rate instead of obtaining grant dollars for park improvements. Councilmember Searcy stated that the Village was not planning to raise the millage rate. The millage rate would not be raised in lieu of obtaining grant dollars if they were available.

Councilmember Searcy stated that Senate Bill 102 could not be stopped, but may be challenged in court. Councilmember Searcy recommended that the Village do what is necessary to protect the Commercial Mixed Use (CMU) District of the Village.

Discussion ensued between Mr. Rubin and Councilmembers regarding Senate Bill 102 and what could be done to protect the CMU District of the Village.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mr. Rubin stated that he was working on a proposal to protect the CMU District of the Village and will bring it forward for consideration when it is ready.

Vice Mayor Bickel recommended that the proposed C-3 Zoning changes and the coordinating Comprehensive Plan Amendment be postponed until Senate Bill 102 has been fully reviewed. Vice Mayor Bickel recommended postponing consideration of the C-3 Zoning changes and the coordinating Comprehensive Plan Amendment at the May 11th Council meeting and instead attend the Awards Ceremony for Jeff Atwater.

Mayor Norris stated that the proposed C-3 Zoning changes and the coordinating Comprehensive Plan Amendment could be considered after Mr. Rubin brings back his recommendations for protections of the Village's CMU District.

Councilmember Searcy recommended that the setbacks for the CMU District be revised and passed on second reading by the second Council meeting in June.

Mr. Rubin stated that it would be possible to have the second reading of revised setbacks for the CMU District by the second Council meeting in June.

Discussion ensued between Councilmembers on whether or not to attend the Awards Ceremony for Jeff Atwater.

Mayor Norris stated that it could be decided at a later time whether or not to attend.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff stated that he would be taking representatives from Palm Beach Chamber North and Jeff Atwater around to different Village departments to be filmed.


Mr. Huff gave an update on the proposed irrigation connection at the Community Center. Mr. Huff recommended following through with an irrigation connection to Seacoast Utilities. The initial cost would be \$182,000 and then an estimated cost of \$1,800 per month.

Discussion ensued between Mr. Huff and Councilmembers regarding whether or not to proceed with an irrigation connection at the Community Center.

Council directed Mr. Huff to bring the proposal of an irrigation connection with Seacoast Utilities at the Community Center to the next Council meeting for consideration.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:20 p.m.


Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH
Leisure Services

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: May 17, 2023

SUBJECT: **RESOLUTION** – Approving an Easement for New Force Main and Fiber Optic Improvements within Anchorage Park for Seacoast Utility Authority.

Seacoast Utility Authority (“SUA”) has requested an Easement over a portion of Anchorage Park (near the tennis courts) for the installation of a new force main and fiber optic improvements. The project is not expected to disrupt the tennis courts, the covered pavilion, or the multiple storm drains in the area. It will only minimally disrupt the asphalt walk by the tennis courts. Its main impact to park activities will be to the dog park closest to the tennis courts, which will need to be shut down until construction is completed.

In accordance with the terms of the Easement, any park infrastructure affected by SUA’s work will be restored to the existing condition or better. Seacoast plans to advertise for public bids in early May and award a contract to the lowest bidder at the end of June. Based on these dates, SUA expects construction to commence in August and run through November. Plans showing the path of the project and required Easement have been attached for Council’s review.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving an Easement for New Force Main and Fiber Optic Improvements within Anchorage Park for Seacoast Utility Authority and authorizing the Mayor and Village Clerk to execute the Easement in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN EASEMENT DEED IN FAVOR OF SEACOAST UTILITY AUTHORITY OVER A PORTION OF ANCHORAGE PARK FOR SEWER IMPROVEMENTS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE EASEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Seacoast Utility Authority has requested an Easement Deed over property located in the southernmost portion of Anchorage Park adjacent to the tennis courts for the installation and maintenance of twelve-inch force main to transport sewage from its eastern service area to the wastewater treatment plant and for other improvements; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the interests of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby approves an Easement Deed in favor of Seacoast Utility Authority over a portion of Anchorage Park, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor and Village Clerk to execute the Easement Deed on behalf of the Village.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

EASEMENT DEED

THIS EASEMENT DEED made and entered into this ___ day of _____ 2023, between the **Village of North Palm Beach, a Florida municipal corporation**, (hereinafter referred to as "Grantor") whose address is **501 US Highway One, North Palm Beach, FL 33408** and **Seacoast Utility Authority** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida 33410

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual non-exclusive utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service sewer lines and appurtenant facilities (the "Improvements") in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO
AND MADE A PART HEREOF

Grantor shall not grant additional easements or similar interests in, on, over, under, or across said easement premises without Grantee's prior written consent, which will not be unreasonably withheld. Neither Grantor, nor any other person claiming an interest through Grantor, shall interfere with Grantee's utilization and enjoyment of the easement, including the construction, preservation, maintenance or replacement of Grantee's Improvements. Further, Grantor or any other person claiming an interest through Grantor, shall remove any structure, obstruction, improvement or impediment which, at any time, interferes with Grantee's utilization and enjoyment of this easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of any mortgages that are prior in right and dignity to this Easement Deed. Furthermore, Grantor covenants that there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the easement.

Should Grantee enter the easement to perform installation, operation, maintenance and/or service activities, grantee shall leave the property in the same or better condition that existed prior to the performance of such activities.

This Easement Deed, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

GRANTOR:

Village of North Palm Beach, a Florida municipal corporation

Signature

Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, who is personally known to me or who has produced _____ as identification.

Notary Signature

Print Name

Notary Public - State

Commission No:

My Commission Expires:

**DESCRIPTION & SKETCH
PREPARED FOR
CHEN MOORE**

**EASEMENT
FOR FORCE MAIN**

EXHIBIT "A"

LEGAL DESCRIPTION

A UTILITY EASEMENT LYING OVER AND ACROSS A PORTION OF TRACT "A", OF THE VILLAGE OF NORTH PALM BEACH PLAT NO. 1 RECORDED IN PLAT BOOK 24, AT PAGES 202-206 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 16 AND THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SE1/4) OF SECTION 17, ALL IN TOWNSHIP 42 NORTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE RIGHT-OF-WAY INTERSECTION OF ANCHORAGE DRIVE AND SOUTHWIND DRIVE, BEING THE MOST EASTERLY CORNER OF SAID TRACT "A" VILLAGE OF NORTH PALM BEACH PLAT NO. 1, SAID POINT BEING ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "A", BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE SAID SOUTHWIND DRIVE ALONG A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 390.00 FEET AND A RADIAL BEARING OF SOUTH 29°11'38" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°47'21" AN ARC DISTANCE OF 39.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID 390.00 FOOT RADIUS CURVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 01°28'53" AN ARC DISTANCE OF 10.08 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 43°04'43" WEST, A DISTANCE OF 13.28 FEET; THENCE NORTH 65°34'49" WEST, A DISTANCE OF 175.88 FEET; THENCE NORTH 20°34'56" WEST, A DISTANCE OF 37.08 FEET; THENCE NORTH 65°34'55" WEST, A DISTANCE OF 11.78 FEET, TO A POINT ON THE WEST LINE OF THE FOUNDATION PARCEL 43.12A DESCRIBED IN OFFICIAL RECORD BOOK 9664, AT PAGES 1422 THROUGH 1428, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 22°42'07" EAST, ALONG THE WESTERLY LINE OF SAID FOUNDATION PARCEL 43.12A, A DISTANCE OF 10.00 FEET; THENCE SOUTH 65°34'55" EAST, A DISTANCE OF 16.22 FEET; THENCE SOUTH 20°34'56" EAST, A DISTANCE OF 37.08 FEET; THENCE SOUTH 65°34'49" EAST, A DISTANCE OF 173.73 FEET; THENCE SOUTH 43°04'43" EAST, A DISTANCE OF 16.56 FEET TO THE POINT OF BEGINNING. CONTAINING 2407 SQUARE FEET OF LAND, MORE OR LESS.

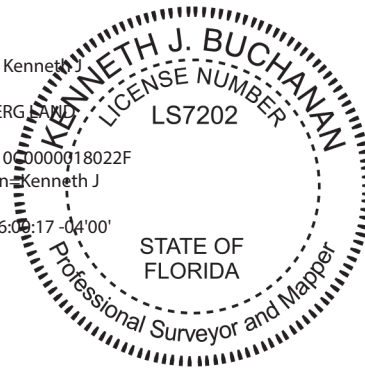
SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: JANUARY 30, 2023

LIDBERG LAND SURVEYING, INC.

**Kenneth J
Buchanan**

Digitally signed by Kenneth J. Buchanan
DN: c=US, o=LIDBERG LAND SURVEYING,
dnQualifier=A014100000018022F787770003F8DB, cn=Kenneth J Buchanan
Date: 2023.04.13 16:00:17 -04'00'



KENNETH J. BUCHANAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7202

ABBREVIATIONS:

- (P) = AS SHOWN ON PLAT
- D.B. = DEED BOOK
- O.R.B. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PG. = PAGE
- R/W = RIGHT OF WAY
- C = CALCULATED
- D = DEED
- CHD BRG= CHORD BEARING
- CHD DIST= CHORD DISTANCE



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\ACAD2000\164243\24-202\21-027-303D\21-027-303D.dwg

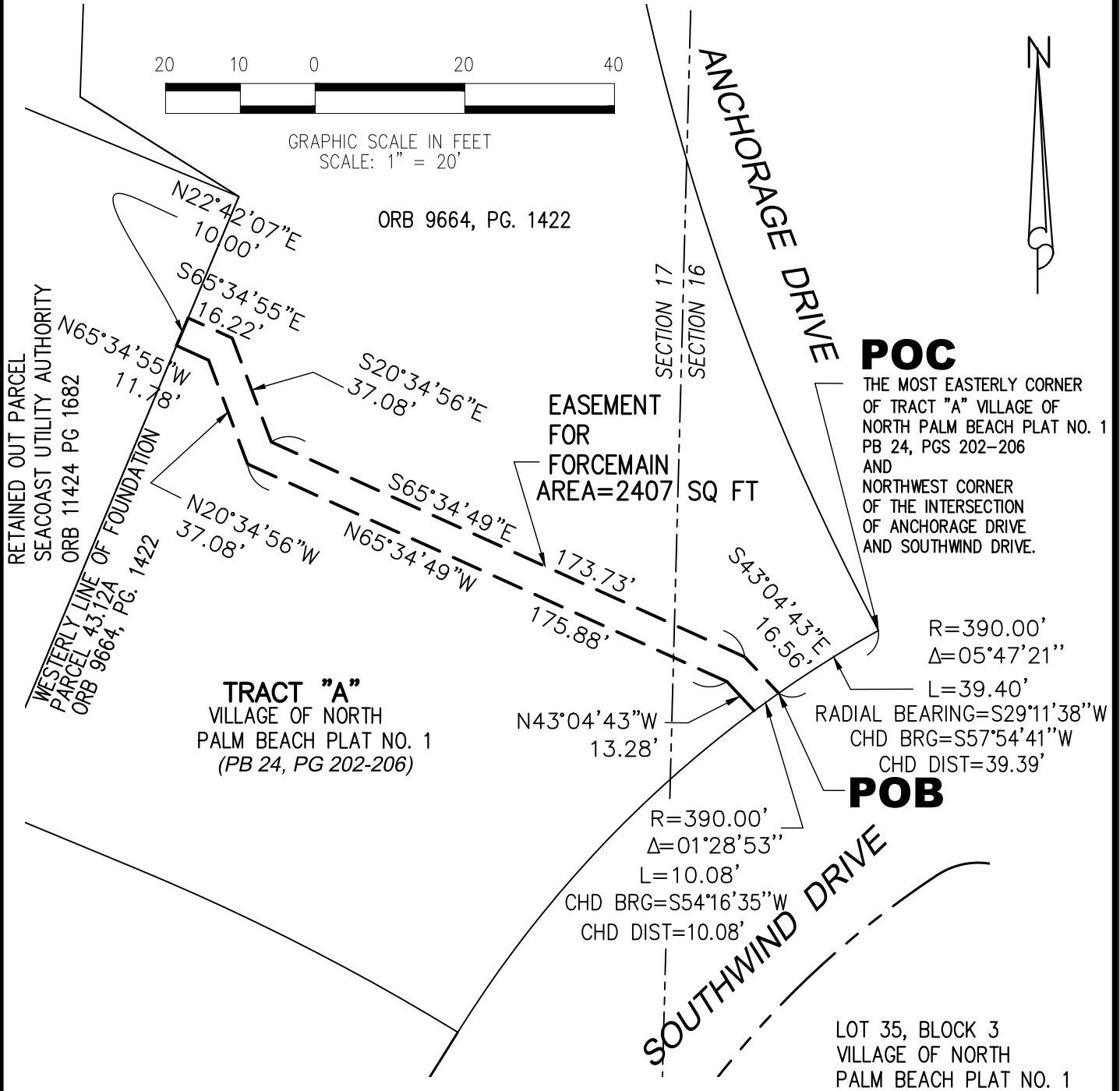
REF.

FLD.	FB.	PG.	JOB	21-027-303D
OFF.	MBS		DATE	JANUARY 27, 2023
CKD.	KJB	SHEET	1 OF 2	DWG. A21-027E

**DESCRIPTION & SKETCH
PREPARED FOR
CHEN MOORE**

**EASEMENT
FOR FORCE MAIN**

EXHIBIT "A"



**LIDBERG LAND
SURVEYING, INC.**

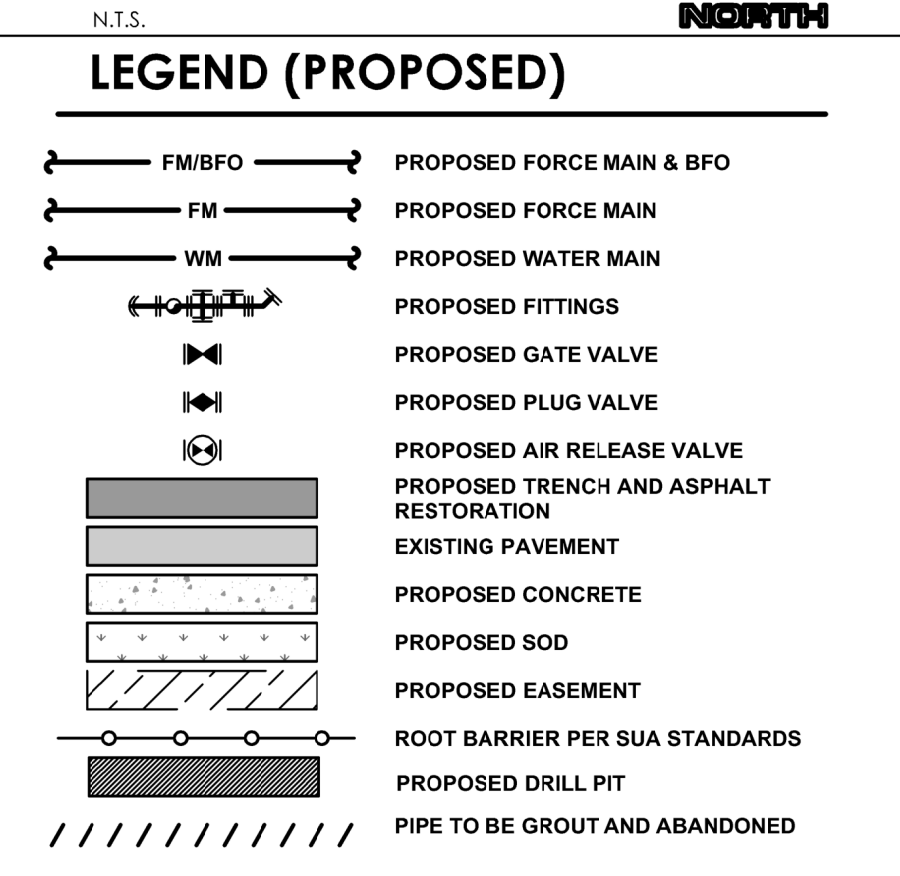
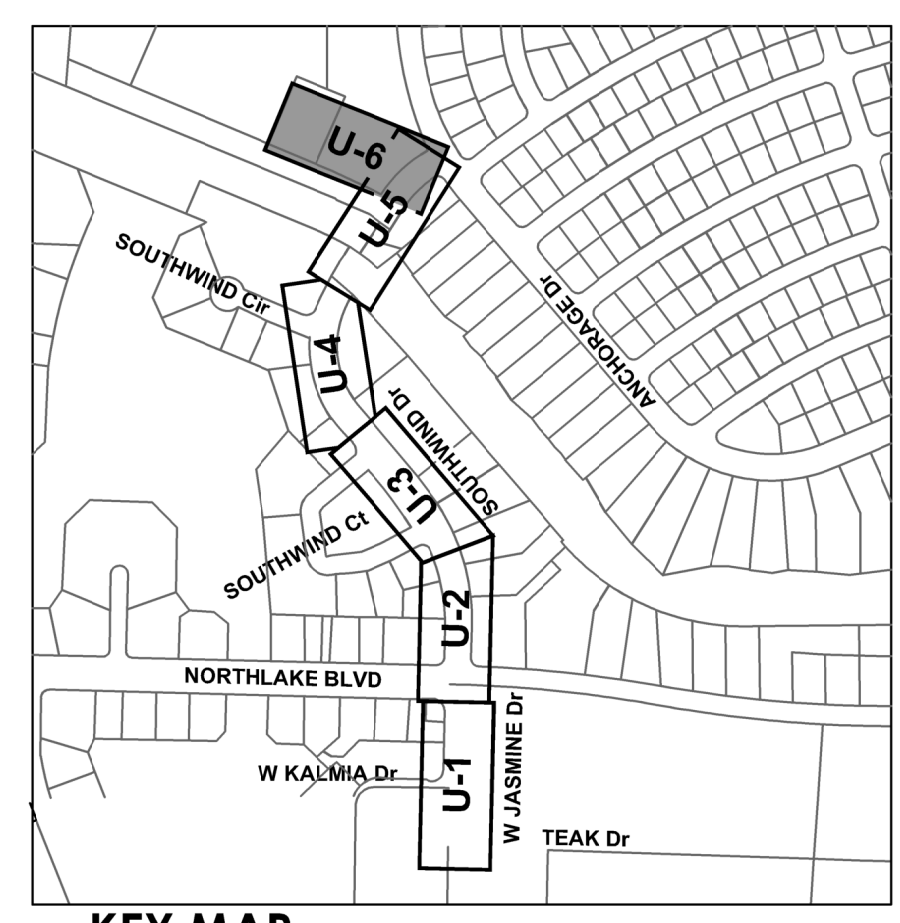
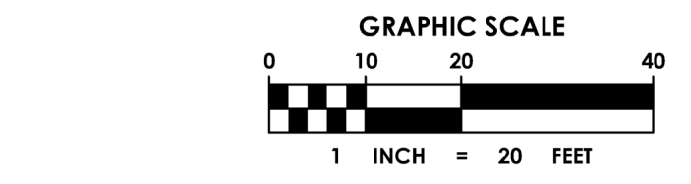
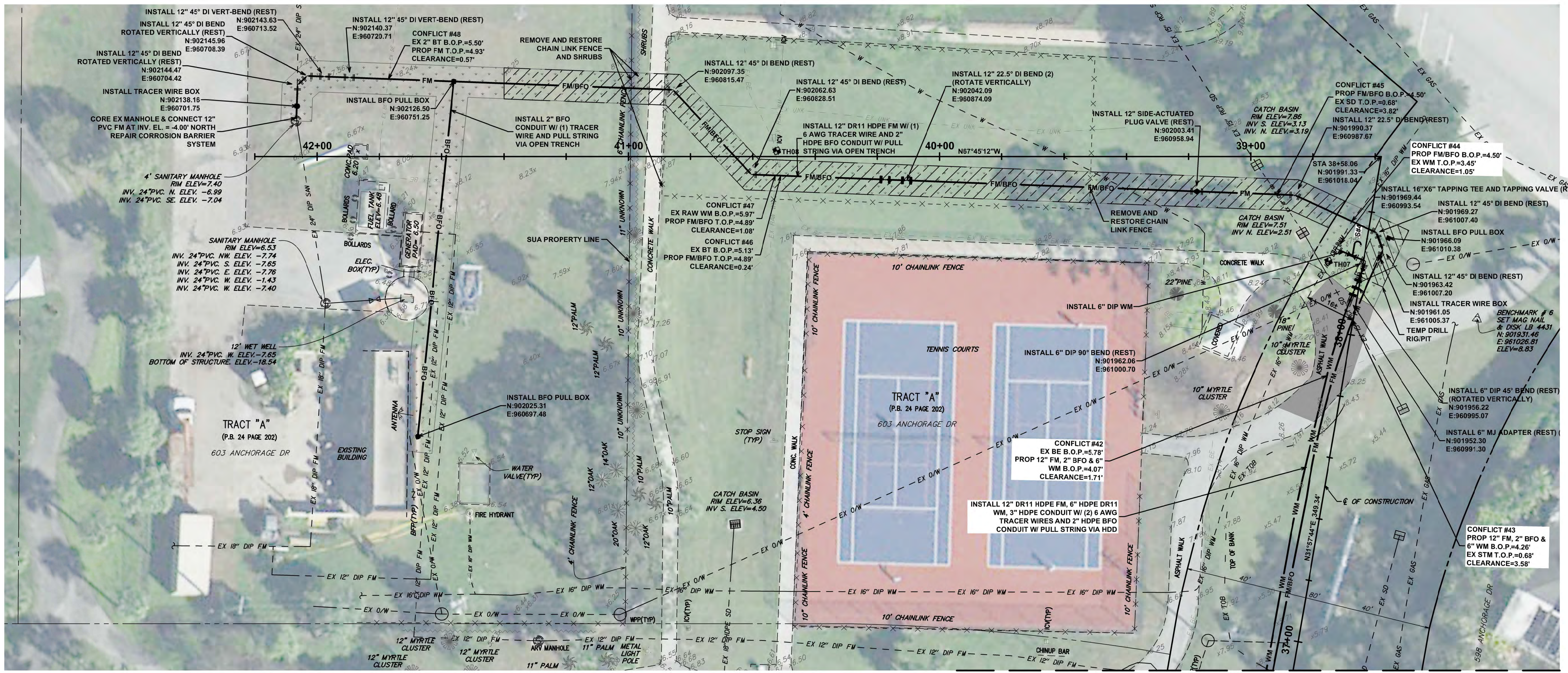
LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\ACAD2000\164243\24-202\21-027-303D\21-027-303D.dwg

REF.

FLD.	FB.	PG.	JOB	21-027-303D	
OFF.	MBS		DATE	JANUARY 27, 2023	
CKD.	KJB	SHEET	2 OF 2	DWG.	A21-027E



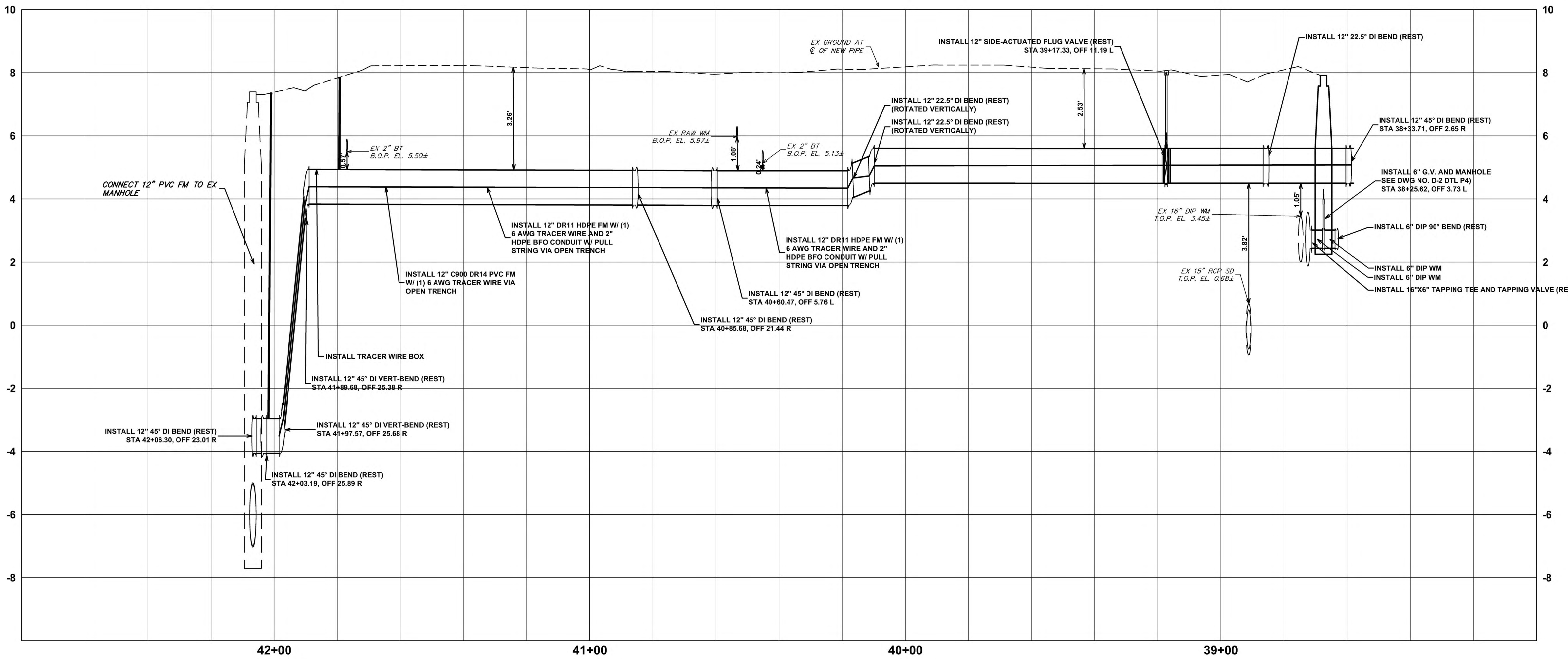
- GENERAL NOTES:
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD. ANY EXISTING ITEMS DAMAGED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
 - PAVEMENT AND DRIVEWAY RESTORATION ARE TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
 - IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
 - CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
 - CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
 - ELEVATION OF SANITARY LATERALS ARE ASSUMED. CONTRACTOR TO VERIFY ELEVATION OF EXISTING SANITARY LATERAL CROSSINGS PRIOR TO WATER MAIN INSTALLATION.
 - DRIVEWAY RESTORATION LIMITS ARE TO BE FROM THE RIGHT OF WAY LINE/PROPERTY LINE OR SIDEWALK TO THE EDGE OF ROADWAY.
 - REPLACE ASPHALT AND CONCRETE DRIVEWAYS IN THEIR ENTIRETY REGARDLESS OF THE TRENCH WIDTH TO APPLICABLE JURISDICTIONAL AGENCY STANDARDS. CONCRETE, SUBGRADE, BASE AND SUPERPAVE ASPHALT TO MEET THE CRITERIA OF THE LAND DEVELOPMENT DESIGN STANDARDS MANUAL FOR RESIDENTIAL DRIVEWAYS.
 - 2" BFO CONDUIT TO BE INSTALLED ALONG WITH FORCE MAIN. FOR HDD INSTALLATION METHOD, BFO CONDUIT SHALL BE PULLED WITH FORCE MAIN FOR OPEN CUT INSTALLATION METHOD, BFO CONDUIT TO BE PLACED DIRECTLY ON THE TOP OF FORCE MAIN.
 - CONTRACTOR TO LOCATE EXISTING SS LATERAL PRIOR TO CONSTRUCTION. IF IN CONFLICT, CONTRACTOR SHALL ADJUST LATERAL PER DET-P3, SHEET D-4. LATERAL ADJUSTMENTS SHALL ONLY BE PERFORMED WITH PRIOR APPROVAL OF ENGINEER AND OWNER.
 - CONTRACTOR TO LOCATE GAS MAIN PRIOR TO WATER MAIN CONSTRUCTION. CONTRACTOR TO COORDINATE WITH FLORIDA PUBLIC UTILITIES FOR ADJUSTMENT OR SUPPORT OF GAS MAIN.
 - FOR HORIZONTAL DIRECTIONAL DRILLING, FLUID DRILLING PRESSURE WILL NOT EXCEED 10 PSI.
 - CONTRACTOR TO OBTAIN APPROVAL FROM ENGINEER AND VPW PRIOR TO EXCAVATION IF BORE PITS ARE TO BE INCREASED FROM PLAN SIZE.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NAVD88 + 1.50 = NGVD29 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

SEE DRAWING NO. U-5 STA 36+91

BASELINE OF CONSTRUCTION
SCALE: 1"=20' HORZ | 1"=2' VERT



CLIENT
SEACOAST UTILITY AUTHORITY
SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR. FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL

NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1" = 20' HORIZ | 1" = 2' VERT
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

DRAWING TITLE

UTILITIES PLAN AND PROFILE

DRAWING NUMBER
U-6

10 OF 16



Area of pipeline
construction

JASMINE DR. TO SOUTHWIND DR. FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL

NORTH PALM BEACH, FLORIDA

BID SET

DATE OF ISSUE: 04/06/2023



Seacoast Utility Authority
4200 Hood Rd.
Palm Beach Gardens, FL, 33410
Tel: (561) 627-2900
Fax: (561) 624-2839



SECTIONS 16, 17, 20 & 21; TOWNSHIP 42S; RANGE 43E

LOCATION MAP

N.T.S.

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

INDEX OF DRAWINGS

SHT #	DWG #	SHEET TITLE
1	COV-1	COVER
2	KEY-1	KEY MAP
3	GN-1	GENERAL NOTES
4	OU-1	OVERALL UTILITY PLAN
5-10	U-1 - U-6	UTILITIES PLAN AND PROFILE
11	WM-1	WATER MAIN PROFILE
12-15	D-1-D-4	DETAILS

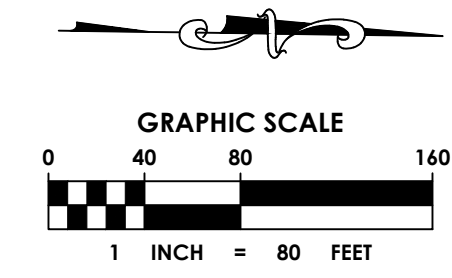
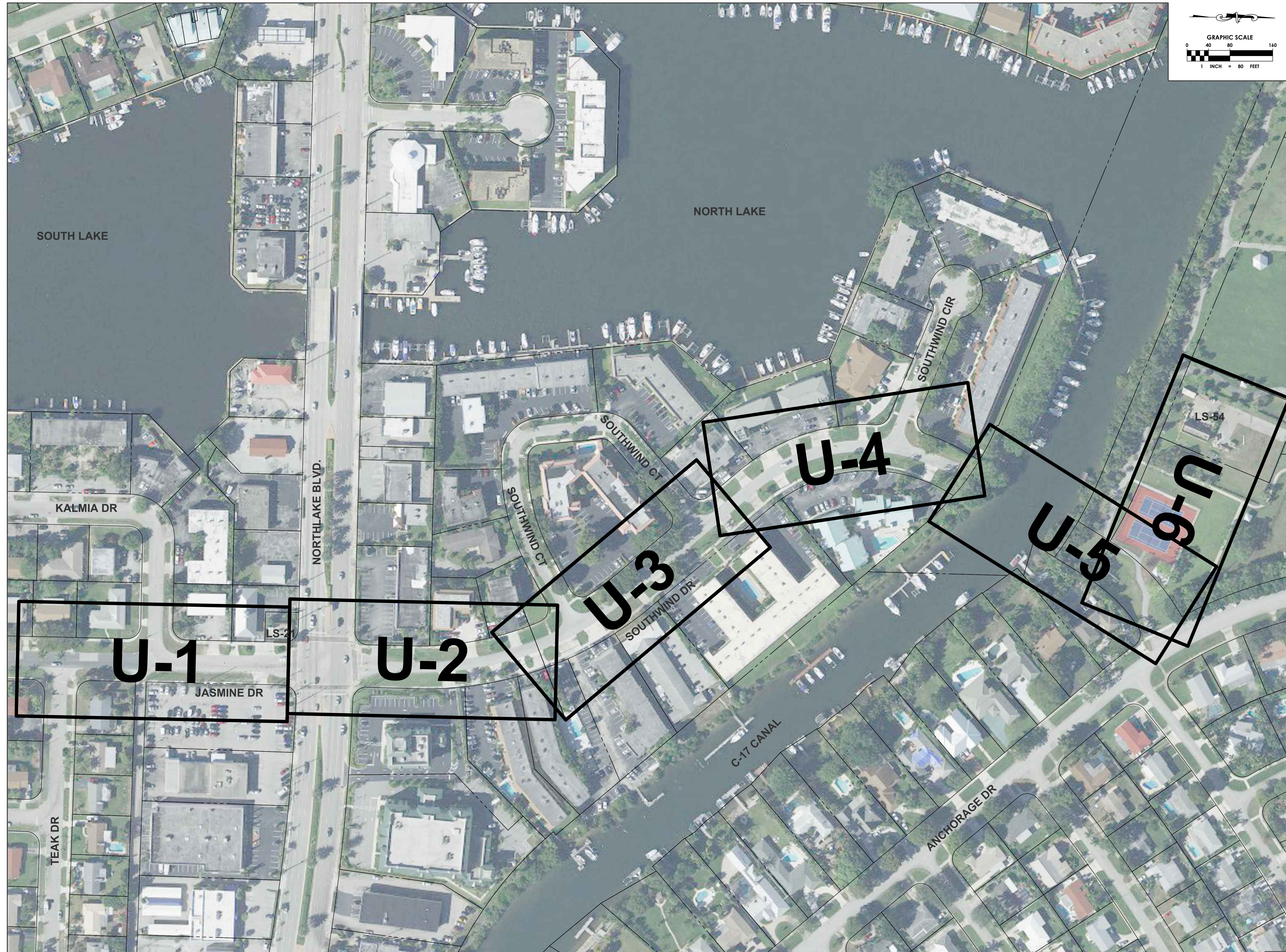
PROJECT LOCATION



500 Australian Avenue South
Suite 850
West Palm Beach, FL 33401
561.746.6900
www.chenmoore.com

REGISTRATION
PROJECT NUMBER 20-291.030
CLIENT PROJECT NUMBER N2020
DRAWING NUMBER COV-1 01 OF 15

Plot Date: 4/6/2023 10:52:20 AM Username: nmusic Layout Name: KEY-1
Folder Path: V:\Projects\2020\20-291.030 - jasmine dr to southwind dr fm crss\Design\CAD\Sheets Filename: 20-291.030 Key Sheet.dwg



cma
chen moore and associates
500 Australian Avenue South
Suite 850
West Palm Beach, FL 33401
561.746.6900
www.chenmoore.com

REGISTRATION
SUZANNE DOMBROWSKI, P.E.
REGISTRATION NO. 69918
DATE: 4/6/2023

CLIENT

SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO
SOUTHWIND DR.
FORCE MAIN & WATER
MAIN CROSSING OF
NORHLAKE BLVD.
AND C-17 CANAL
NORTH PALM BEACH,
FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

DRAWING TITLE

KEY SHEET

DRAWING NUMBER
KEY-1
02 OF 15

BID SET

GENERAL NOTES:

- THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONICS METHOD AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION AND THE LOCATIONS AND ELEVATIONS OF EXPOSED FEATURES SHALL BE CAREFULLY NOTED ON THE PROJECT RECORD "AS-BUILT" DRAWINGS. ANY AND ALL CONFLICT OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE CONTRACTOR IN A MANNER APPROVED BY EOR AND SUA.
- 48 HOURS PRIOR TO DIGGING, CONTRACTOR SHALL COORDINATE WITH ALL UNDERGROUND SERVICE COMPANIES TO VERIFY THE LOCATION OF THEIR FACILITIES. ADDITIONALLY, CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. AT 1-800-432-4770 PRIOR TO DIGGING.
- THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
- THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION WHEN CONSTRUCTION IS NEAR OR AROUND ANY ELECTRICAL FACILITIES.
- THE CONTRACTOR SHALL COORDINATE THE UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC., AS NECESSARY TO COMPLETE THE WORK. ANY COST INVOLVED IS TO BE BORNE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.
- THE CONTRACTOR SHALL MAINTAIN A SET OF PLANS WITH CURRENT FIELD CHANGES ACCURATELY MARKED AND SHALL DELIVER THESE PLANS TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION. THE CURRENT MARKINGS SHALL BE REVIEWED WITH THE ENGINEER DAILY, OR AS NEEDED, TO ASSURE THAT THEY BOTH AGREE THAT THE MARK-UPS REFLECT THE ACTUAL "AS-BUILT" CONDITIONS. THE ENGINEER WILL PREPARE PROJECT RECORD DRAWINGS AT THE CONCLUSION OF THE PROJECT BASED ON THE MARK-UP DRAWINGS AND TIES.
- ANY U.S.G.S., N.G.V.D. OR STATE OF FLORIDA MONUMENT OR BENCH WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND DISTRICT LOCATION SURVEYOR.
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED.
- ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
- IF SHEETING, SHORING, DEWATERING INCLUDING WELL POINTS ARE NECESSARY AND UTILIZED, THE CONTRACTOR MUST MONITOR AND CONTROL ALL WORK THAT MAY CAUSE CRACKING TO ANY ADJACENT BUILDING AND THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY ITS OPERATIONS. THE COST OF THIS WORK WILL BE INCLUDED IN THE RELATED BID ITEM FOR THE WORK BEING DONE.
- CONTRACTOR SHALL NOTIFY PROPERTY OWNERS 30 DAYS PRIOR TO CONSTRUCTION ON THEIR STREET.
- THE CONTRACTOR SHALL MAINTAIN SAFE VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES AND WILL MAINTAIN ACCOMMODATIONS FOR INTERSECTING AND CROSSING TRAFFIC. NO ROAD OR STREET CROSSING WILL BE BLOCKED OR UNDULY RESTRICTED AS DETERMINED BY THE ENGINEER.
- WELL POINTS SHALL BE USED TO KEEP THE GROUND WATER SUFFICIENTLY LOW IN THE OPINION OF THE ENGINEER TO PERMIT THE PLACING OF CONCRETE, MASONRY OR PIPE IN FIRST CLASS CONDITIONS, AND SUFFICIENTLY LOW THEREAFTER TO PROTECT THE CONCRETE, MASONRY OR JOISTS AGAINST WASHING OR DAMAGE. SIGNING AND PUMP SYSTEM SHALL NOT BE PERMITTED FOR DEWATERING.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING DEWATERING PERMIT FOR SFWMID. ALL COSTS FOR DEWATERING, INCLUDING PERMIT FEES, LABOR, MATERIAL AND EQUIPMENT SHALL BE INCLUDED IN THE LINE ITEM PRICE FOR THE ITEM BEING INSTALLED. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR DEWATERING. DEWATERING PERMIT SHALL BE OBTAINED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- ANY PAVEMENT MARKINGS OR SIGNS THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S COST.
- RECONSTRUCTION OF SIDEWALKS AND DRIVEWAYS SHALL MEET SEACOAST UTILITY AUTHORITY MINIMUM STANDARDS AND IN ACCORDANCE WITH PERMITTING AUTHORITIES (TOWN OF LAKE PARK, VILLAGE OF NORTH PALM BEACH, AND PALM BEACH COUNTY).
- THE CONTRACTOR SHALL USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK.
- ALL CONSTRUCTION SHALL MEET SEACOAST UTILITY AUTHORITY MINIMUM STANDARDS AND OTHER APPLICABLE REGULATORY AGENCIES.
- ALL TRAFFIC CONTROL DEVICES DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS.
- THE PERMIT PLAN SET MUST BE ON SITE AT ALL TIMES.
- FINAL ARV LOCATIONS ARE TO BE DETERMINED FROM AS-BUILT PIPE ELEVATIONS. CONTRACTOR SHALL CONSULT ENGINEER TO APPROVE LOCATIONS OF ARV'S PRIOR TO INSTALLATION.
- UTILITIES SHALL HAVE MINIMUM COVER OF 30" AND MAXIMUM COVER OF 48" UNLESS OTHERWISE NOTED.
- CONTRACTOR TO COORDINATE SHUT DOWN OF MAINS WITH SEACOAST UTILITY AUTHORITY.
- CONTRACTOR TO PAVE AT OWN RISK IF WORK HAS NOT BEEN CERTIFIED BY ENGINEER.
- ANY EXISTING ITEM DISTURBED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
- PAVEMENT AND DRIVEWAY RESTORATION ARE TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
- CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
- CONTRACTOR SHALL REPAIR IRRIGATION IMMEDIATELY AFTER DAMAGE, AND WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE PROTECTION, REPAIR AND RESTORATION OF THE IRRIGATION SYSTEM.

EXISTING CONDITIONS NOTES:

- EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PROVIDED BY LIDBERG LAND SURVEYING, INC., JOB 20-052-105, DATED 10/15-2020. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES, G.I.S. INFORMATION AND FIELD VISITS.
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988).
- CONTRACTOR IS TO PROTECT ALL EXISTING TREES, SIGNS, AND ABOVE GROUND UTILITIES NOT IMPACTED BY THIS PLAN.

DEMOLITION NOTES:

- DO NOT START DEMOLITION WORK UNTIL UTILITY DISCONNECTING AND SEALING HAVE BEEN COMPLETED AND VERIFIED IN WRITING.
- BEFORE PROCEEDING WITH DEMOLITION OPERATIONS THE CONTRACTOR IS TO DRAIN, PURGE, OR OTHERWISE REMOVE, COLLECT, AND DISPOSE OF WASTEWATER.
- CONDUCT OPERATIONS AND REMOVE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
- DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
- CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
- ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, BARRIERS, RAILINGS, ETC. WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
- ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
- FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN
- DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN, USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.
- INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER; HOWEVER, THIS INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.
- REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., E.P.A., AND ANY OTHER AUTHORITY HAVING JURISDICTION.
- REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- ALL EXISTING PATHWAY AND STREET LIGHTING WILL REMAIN IN PLACE AND REMAIN IN SERVICE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL USE CARE TO ENSURE EXISTING.

ASBUILT NOTES:

- THE CONTRACTOR SHALL MAINTAIN FIELD DRAWINGS AND ELECTRONIC DRAWINGS IN AUTOCAD 2010 FORMAT (OR APPROVED EQUAL) TO REFLECT THE "AS-BUILT" ITEMS OF WORK AS THE WORK PROGRESSES. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PREPARE A RECORD SET OF "AS-BUILT" DRAWINGS ON REPRODUCIBLE MATERIAL. ONE SET OF DESIGN DRAWINGS ON REPRODUCIBLE MATERIAL WILL BE FURNISHED TO THE CONTRACTOR BY THE DESIGN ENGINEER. NO SEPARATE PAYMENT WILL BE MADE FOR THOSE "AS-BUILT" DRAWINGS.
- UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL FURNISH THE ENGINEER THE REPRODUCIBLE "AS-BUILT" DRAWINGS. THE COMPLETED AS-BUILT DRAWINGS SHALL BE DELIVERED TO THE ENGINEER AT LEAST 48 HOURS PRIOR TO FINAL INSPECTION OF THE WORK. THE FINAL INSPECTION WILL NOT BE CONDUCTED UNLESS THE AS-BUILT DRAWINGS ARE IN THE POSSESSION OF THE ENGINEER.
- THE COMPLETED (OR FINAL) AS-BUILT DRAWINGS SHALL BE CERTIFIED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA. THIS CERTIFICATION SHALL CONSIST OF THE SURVEYOR'S EMBOSSED SEAL BEARING REGISTRATION NUMBER, THE SURVEYOR'S SIGNATURE AND DATE ON EACH SHEET OF THE DRAWING SET. IN ADDITION, THE KEY SHEET, COVER SHEET OR FIRST SHEET OF THE PLANS SET SHALL LIST THE BUSINESS ADDRESS AND TELEPHONE NUMBER OF THE SURVEYOR.
- SUA MINIMUM ASBUILT REQUIREMENTS (SUA EXHIBIT F)
- GENERAL
 - DRAWINGS ON 24" X 36" 3-MIL MYLAR THAT WILL REPRODUCE LEGIBLY
 - LABEL DRAWINGS "RECORD DRAWINGS" WITH DATE.
 - COMPLETE TITLE BLOCK WITH CURRENT FILE NAME.
 - LOCATION SKETCH.
 - CORRECT STREET/ROAD NAMES.
 - SURVEYOR'S CERTIFICATION PER SUA STANDARDS.
 - GPS COLLECTED AS-BUILT INFORMATION TO BE IN DXF FILE FORMAT.
 - ALL RECORD INFORMATION SHALL BE DENOTED BY EITHER A CLOUD OR BOLD PRINT. DESIGN INFORMATION SHALL BE CROSSED OUT.
 - PROFILE AS-BUILTS REQUIRED ON PROJECTS WHERE PROFILES WERE PART OF APPROVED CONSTRUCTION PLANS.
 - UTILITY EASEMENTS - WITH TIES OF FACILITIES TO EASEMENT LINES.
- THE CONTRACTOR SHALL SUBMIT ONE SET OF PROGRESS AS-BUILT DRAWINGS (REDLINES AND AUTOCAD FORMAT) WITH EACH MONTHLY ESTIMATE CURRENT TO THE DATE OF THE SUBMITTAL WITH VERIFICATION BY THE OWNER'S REPRESENTATIVE. THIS DRAWING SHALL ACCURATELY DEPICT THE WORK COMPLETED AND FOR WHICH PAYMENT IS BEING REQUESTED.
- CONTRACTOR TO INCLUDE ALL SHEETS FROM THE CONFORMED PLANS IN RECORD SET. DRAWINGS MUST SHOW CORRECTED AND NEW FEATURES ON THE PLAN. CHANGING COORDINATES ALONE IS NOT ACCEPTABLE.

PALM BEACH COUNTY ROAD AND BRIDGE GENERAL NOTES:

- IF DURING THE PROPOSED CONSTRUCTION/CROSSING ANY EXISTING PB COUNTY STORM DRAIN PIPE/STRUCTURES ARE AFFECTED IN ANY WAY PB COUNTY R&B REQUIRES FULL RESTORATION OF THE AFFECTED SYSTEM TO LIKE OR BETTER THEN LIKE CONDITION AND TO PB COUNTY/FDOT STANDARDS.
- ALL AFFECTED ROADWAYS ARE TO BE RESTORED FROM EOP TO EOP, LANE WIDTH MIN, AND 50' IN EITHER DIRECTION.(THOROUGHFARE) AND 25' MIN. RESTORATION (NON-THOROUGHFARE).
- IF ANY ADDITIONAL LANES ARE AFFECTED FOR ANY REASON DURING CONSTRUCTION, PB COUNTY R&B WILL REQUIRE THE ADDITIONAL LANES BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION AND TO EQUAL DIMENSIONS AS THE ADJACENT LANES.
- IF PB COUNTY SIDEWALK / PATHWAY / C&G / AND OR ADA FACILITIES ARE AFFECTED PB COUNTY R&B WILL REQUIRE RESTORATION OF A MINIMUM OF 10' AND TO BE LIKE OR BETTER THEN LIKE CONDITION PER / FDOT / PB COUNTY STANDARDS.
- SIDEWALKS WILL BE RESTORED BY REPLACING: TWO FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED AT A CONTROL JOINT AND THREE FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED BETWEEN CONTROL JOINTS. NO PARTIAL JOINTS ACCEPTED. (PER SITUATION).
- CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC OPERATIONS AT 561-233-3900 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.
- DAMAGE TO LOOPS OR ANY EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.
- NO EXCAVATION AROUND PALM BEACH COUNTY SIGNAL POLES WITHIN A 6-FOOT RADIUS FROM THE CENTER OF THE POLE AND 6 FEET AROUND THE GUY WIRE ANCHOR ROD. NO EXCAVATION BETWEEN PALM BEACH COUNTY SIGNAL POLES AND SUPPORTING GUY WIRE ANCHOR ROD. PLEASE SEE PALM BEACH COUNTY TRAFFIC SIGNAL INSTALLATION STANDARDS AND DETAILS 2022, DRAWING T-5.4.

ABBREVIATIONS:

- (C) = CALCULATED
 C.B.S. = CONCRETE BLOCK STRUCTURE
 C.M.B. = COMMISSIONERS' MINUTES BOOK
 CMH = CONFLICT MANHOLE
 CONC. = CONCRETE
 D.B. = DEED BOOK
 F.H. = FIRE HYDRANT
 FND. = FOUND
 F.P.L. = FLORIDA POWER & LIGHT
 LP. = IRON PIPE
 INV. = INVERT
 I.R. = IRON ROD
 LB = LICENSE BUSINESS
 LP = LIGHT POLE
 LS = LICENSE SURVEY
 (M) = MEASURED
 MH = MANHOLE
 M.H.W. = MEAN HIGH WATER
 MON. = MONUMENT
 O.R.B. = OFFICIAL RECORD BOOK
 (P) = PLAT
 P.B. = PLAT BOOK
 P.P.M. = PERMANENT REFERENCE MONUMENT
 R.O.W. = RIGHT-OF-WAY
 RCP = REINFORCED CONCRETE PIPE
 R.P.L. = ROAD PLAT BOOK
 (S) = SURVEY
 SLP = STOP LIGHT POLE
 SMH = SANITARY MANHOLE
 SBTMH = SOUTHERN BELL TELEPHONE MANHOLE
 STMH = STORM MANHOLE
 TB = TRAFFIC BOX
 TLP = TRAFFIC LIGHT POLE
 TV = TELEVISION
 U.E. = UTILITY EASEMENT
 WP = WOOD POLE
 WUP = WOOD UTILITY POLE
 WV = WATER VALVE

LEGEND (EXISTING)

----	RIGHT-OF-WAY LINE
----	CENTER LINE
TH01	TEST HOLE
+	BENCHMARK
[]	EXISTING CATCH BASIN OR INLET
[]	EXISTING FIRE HYDRANT
[]	EXISTING GATE VALVE
[]	EXISTING SANITARY SEWER MANHOLE
[]	EXISTING STREET SIGN AND POST
[]	EXISTING WOOD POWERPOLE
[]	EXISTING ANCHOR
[]	EXISTING LIGHT POLE
----	EXISTING STORM DRAIN PIPE
----	EXISTING WATER MAIN
----	EXISTING FORCE MAIN
[]	EXISTING WATER METER AND SERVICE LATERAL
----	EXISTING SANITARY SEWER MAIN
[]	EXISTING SERVICE LATERAL INCLUDING PLUG AND CLEANOUT
----	EXISTING OVERHEAD WIRE
----	EXISTING OVERHEAD ELECTRIC
----	EXISTING BURIED ELECTRIC
----	EXISTING COMMUNICATIONS CABLE OR DUCT
----	EXISTING TELEVISION CABLE OR DUCT
----	EXISTING BURIED CABLE TELEVISION
----	EXISTING OVERHEAD CABLE TELEVISION
----	EXISTING BURIED FIBER OPTICS
----	EXISTING OVERHEAD FIBER OPTICS
----	EXISTING BURIED TELEPHONE
----	EXISTING OVERHEAD TELEPHONE
----	EXISTING GAS PIPE
=====	EXISTING CONCRETE WALL
----	EXISTING WOOD FENCE
----	EXISTING CHAIN OR WIRE FENCE
----	EXISTING LANDSCAPE AREA BOUNDARY
(-----)	EXISTING TREE LINE
(-----)	EXISTING CANOPY TREE
[]	EXISTING MAILBOX

TEST HOLE TABLE DATA

TH#	UTILITY	PIPE DIRECTION	DEPTH OF COVER (FT)	ELEVATION (FT NAVD)
1	6" ACP WATER MAIN	E-W	3.20	3.85
2	12" DIP FORCE MAIN	SW-NE	2.70	5.26
3	6" ACP WATER MAIN	E-W	2.95	3.46
4	6" ACP WATER MAIN	E-W	3.15	2.57
5	12" DIP FORCE MAIN	N-S	3.52	1.47
6	6" ACP WATER MAIN	E-W	3.00	2.19
7	16" DIP WATER MAIN	E-W	4.60	3.45
8	3" PVC RAW WATER MAIN	SW-NE	1.88	6.30

VERTICAL DATUM INFORMATION
 ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
 CONVERSION FACTOR:
 NAVD88 + 1.50 = NGVD29 IN THIS AREA

Sunshine811
 Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
 Check positive response codes before you dig!

BID SET



500 Australian Avenue South
 Suite 850
 West Palm Beach, FL 33401
 561.746.6900
 www.chenmoore.com

REGISTRATION
 SUZANNNE DOMBROWSKI, P.E.
 REGISTRATION NO. 69918
 DATE: 4/6/2023



PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR. FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL

NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
 20-291.030

CLIENT PROJECT NUMBER
 N2020

VERIFY SCALES
 0 ----- 1"
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
 04/06/2023

DESIGNED BY
 SD

DRAWN BY
 NM

CHECKED BY
 SB

DRAWING TITLE

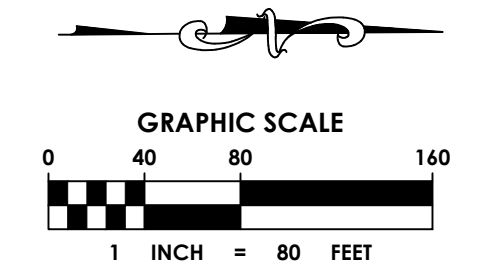
GENERAL NOTES

DRAWING NUMBER

GN-1

Plot Date: 4/6/2023 10:52:29 AM Username: nmasick Layout Name: GN-1 Folder Path: V:\Projects\2020\20-291.030 - jasmine dr to southwind dr fm crss\Design\CAD\Sheets File name: 20-291.030 General Notes.dwg

SAMPLE POINT TABLE DATA	
SP#	STATION
1	25+78
2	28+72
3	31+71
4	38+24



cma
 chen moore and associates
 500 Australian Avenue South
 Suite 850
 West Palm Beach, FL 33401
 561.746.6900
 www.chenmoore.com

REGISTRATION
 SUZANNE DOMBROWSKI, P.E.
 REGISTRATION NO. 69918
 DATE: 4/6/2023

CLIENT

 SEACOAST UTILITY AUTHORITY
 4200 HOOD RD.
 PALM BEACH GARDENS, FL 33410
 TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR. FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL
 NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
 20-291.030

CLIENT PROJECT NUMBER
 N2020

VERIFY SCALES
 0 1" = 80 FEET
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
 04/06/2023

DESIGNED BY
 SD

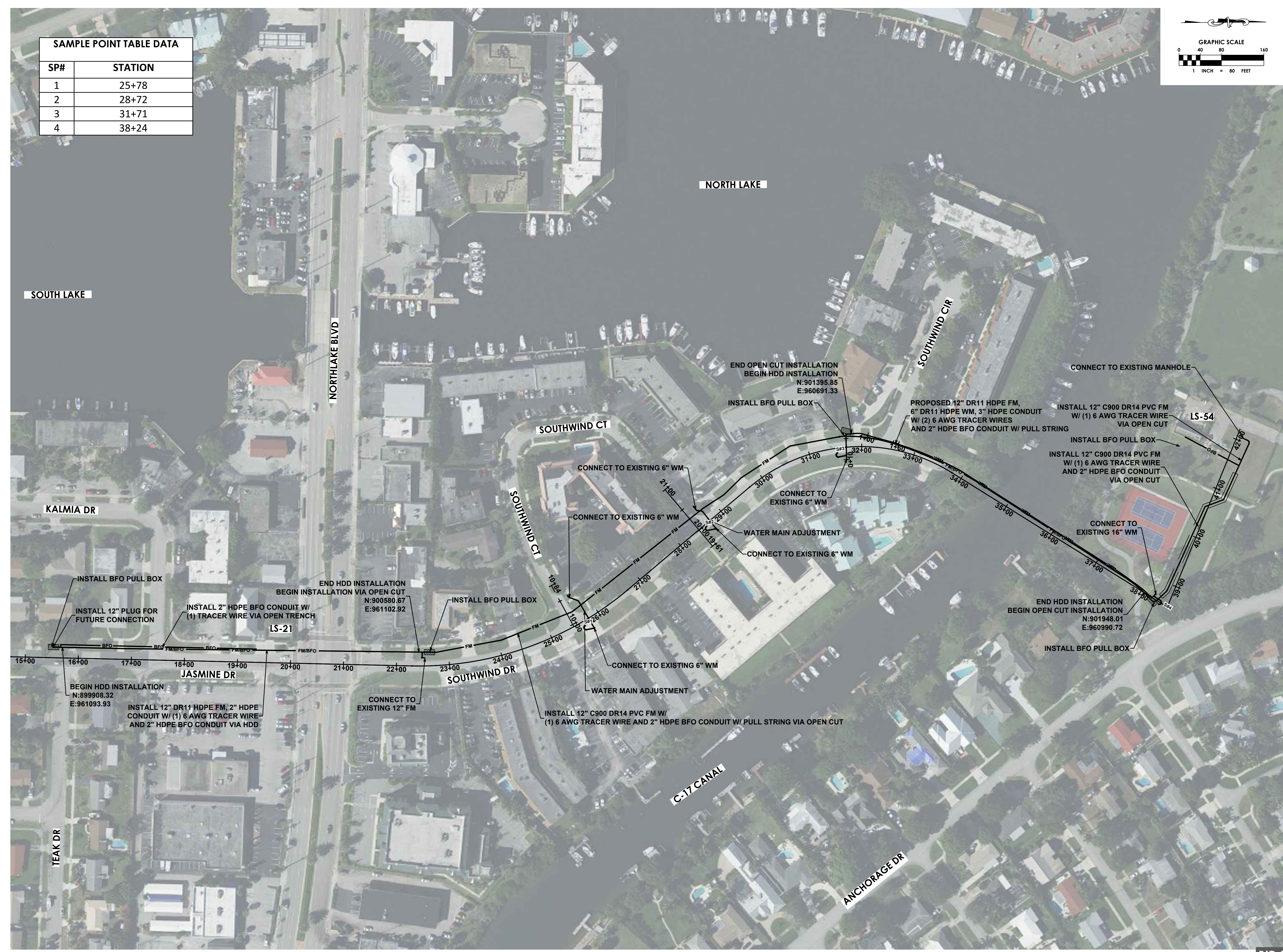
DRAWN BY
 NM

CHECKED BY
 SB

DRAWING TITLE

OVERALL UTILITY PLAN

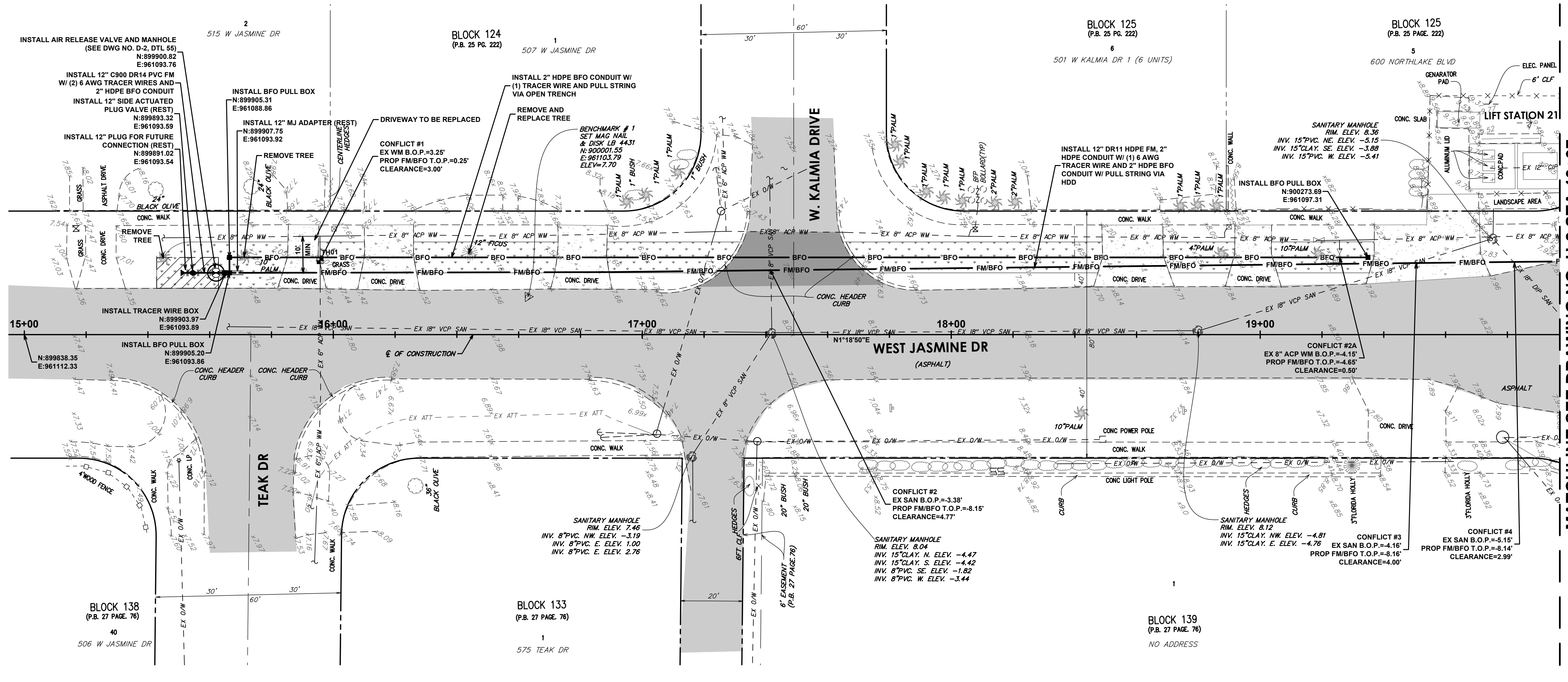
DRAWING NUMBER
OU-1
 04 OF 15



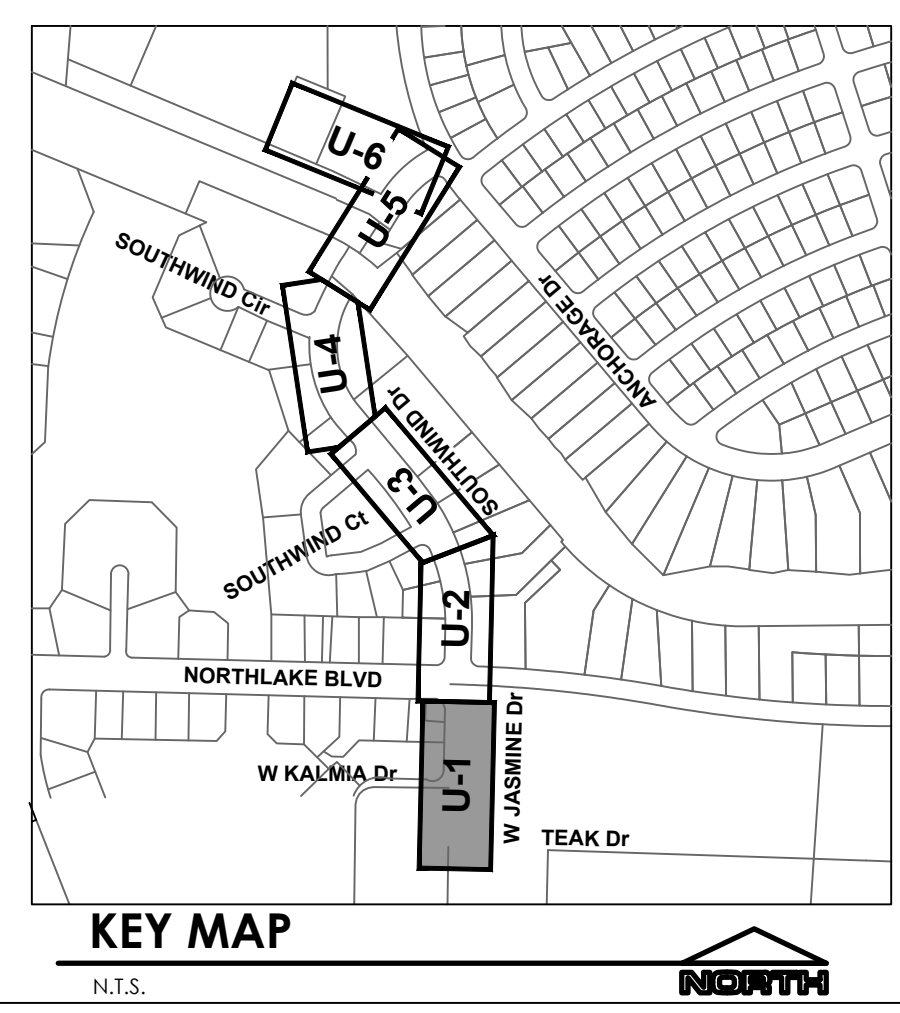
Plot Date: 4/6/2023 10:52:43 AM Username: nmusic Layout Name: OU-1
 Folder Path: V:\Projects\2020\20-291.030 - Jasmine Dr to Southwind Dr fm crss\Design\CAD\Sheets
 Filename: 20-291.030 Overall Sheet.dwg

BID SET

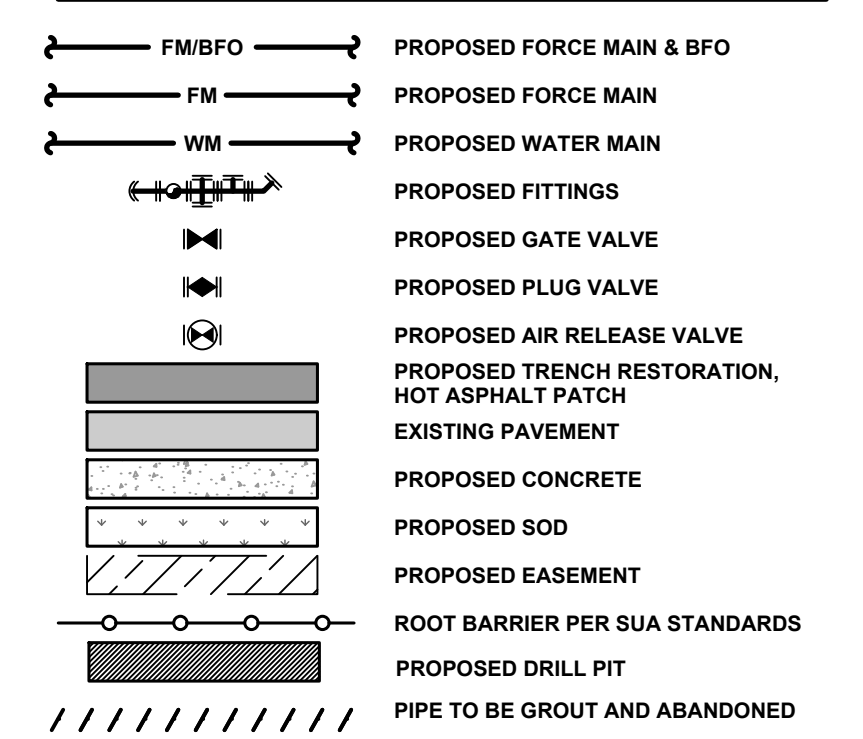
Plot Date: 4/6/2023 10:53:09 AM Username: nmsuick Layout Name: U-1
Folder Path: V:\Projects\2020\20-291.030 - Jasmine Dr to Southwind Dr fm crss\Design\CA\3\Sheets
Filename: 20-291.030 Force Main Improvements Plan and Profile (FM-1 thru FM-5).dwg



MATCHLINE SEE DRAWING NO. U-2 STA 19+97



LEGEND (PROPOSED)

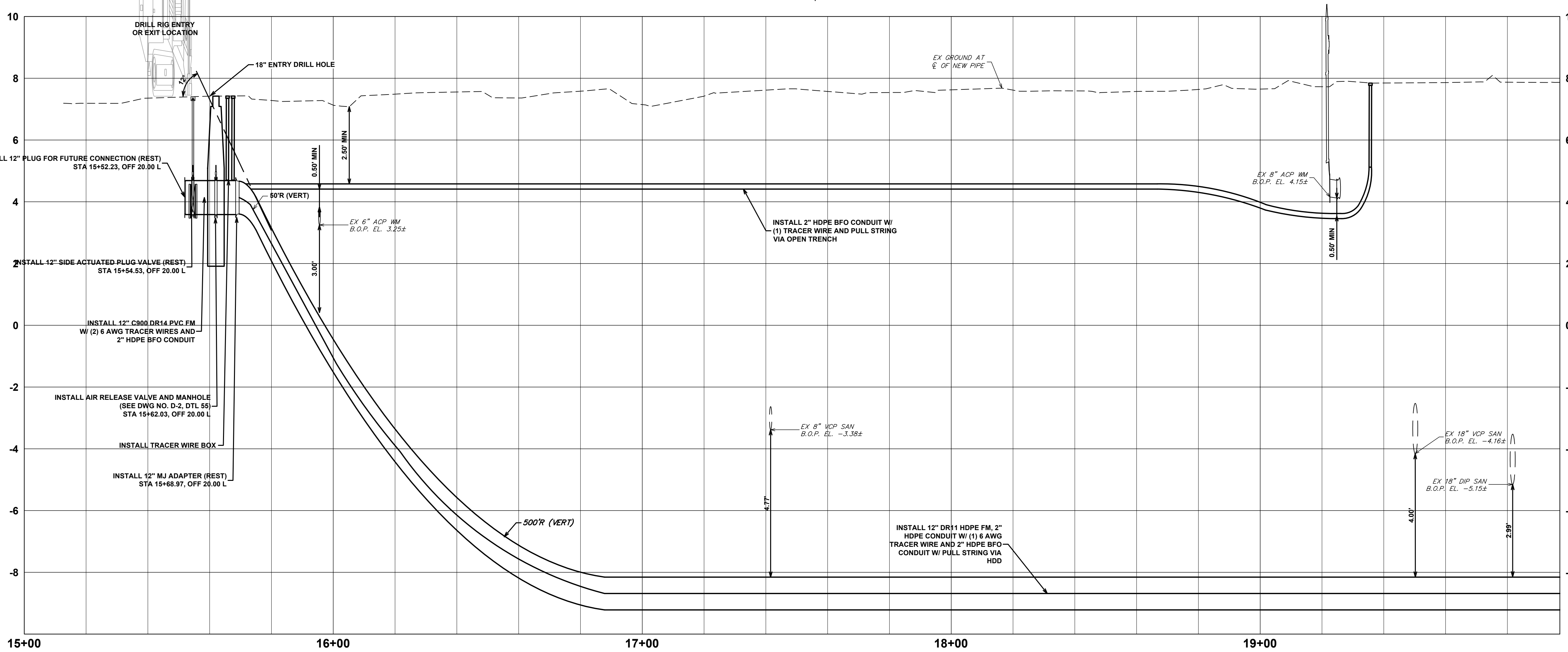


- GENERAL NOTES:**
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD. ANY EXISTING TRENCH DISTURBED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
 - PAVEMENT AND DRIVEWAY RESTORATION ARE TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
 - IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
 - CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
 - CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
 - ELEVATION OF SANITARY LATERALS ARE ASSUMED. CONTRACTOR TO VERIFY ELEVATION OF EXISTING SANITARY LATERAL CROSSINGS PRIOR TO WATER MAIN INSTALLATION.
 - DRIVEWAY RESTORATION LIMITS ARE TO BE FROM THE RIGHT OF WAY LINE, PROPERTY LINE OR SIDEWALK TO THE EDGE OF ROADWAY.
 - REPLACE ASPHALT AND CONCRETE DRIVEWAYS IN THEIR ENTIRETY REGARDLESS OF THE TRENCH WIDTH TO APPLICABLE JURISDICTIONAL AGENCY STANDARDS. CONCRETE, SUBGRADE, BASE AND SUPERPAVE ASPHALT TO MEET THE CRITERIA OF THE LAND DEVELOPMENT DESIGN STANDARDS MANUAL FOR RESIDENTIAL DRIVEWAYS.
 - 2" BFO CONDUIT TO BE INSTALLED ALONG WITH FORCE MAIN. FOR HDD INSTALLATION METHOD, BFO CONDUIT SHALL BE PULLED WITH FORCE MAIN FOR OPEN CUT INSTALLATION METHOD, BFO CONDUIT TO BE PLACED DIRECTLY ON THE TOP OF FORCE MAIN.
 - CONTRACTOR TO LOCATE EXISTING SS LATERAL PRIOR TO CONSTRUCTION. IF IN CONFLICT, CONTRACTOR SHALL ADJUST LATERAL PER DET-P6, SHEET D-4. LATERAL ADJUSTMENTS SHALL ONLY BE PERFORMED WITH PRIOR APPROVAL OF ENGINEER AND OWNER.
 - CONTRACTOR TO LOCATE GAS MAIN PRIOR TO WATER MAIN CONSTRUCTION. CONTRACTOR TO COORDINATE WITH FLORIDA PUBLIC UTILITIES FOR ADJUSTMENT OR SUPPORT OF GAS MAIN.
 - FOR HORIZONTAL DIRECTIONAL DRILLING, FLUID DRILLING PRESSURE WILL NOT EXCEED 10 PSI.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NAVD88 + 1.50 = NGVD29 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

BASELINE OF CONSTRUCTION
SCALE: 1"=20' HORIZ | 1"=2' VERT



CLIENT
SEACOAST UTILITY AUTHORITY
SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL, 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR. FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL
NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1" = 20' HORIZ | 1" = 2' VERT
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

DRAWING TITLE

UTILITIES PLAN AND PROFILE

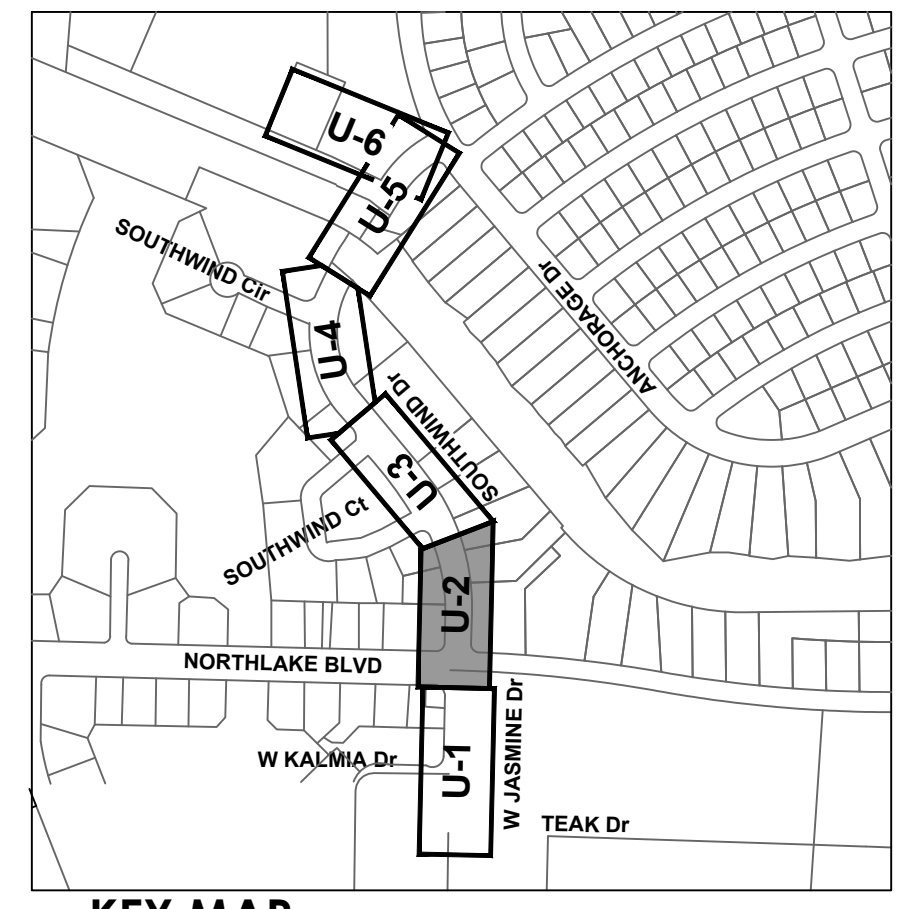
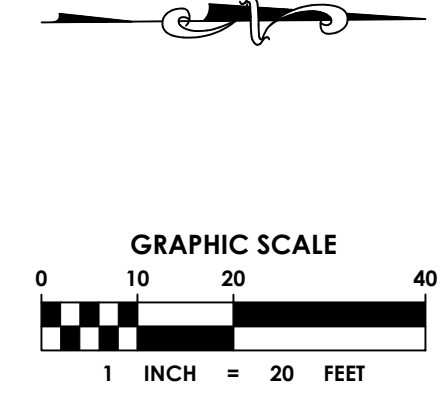
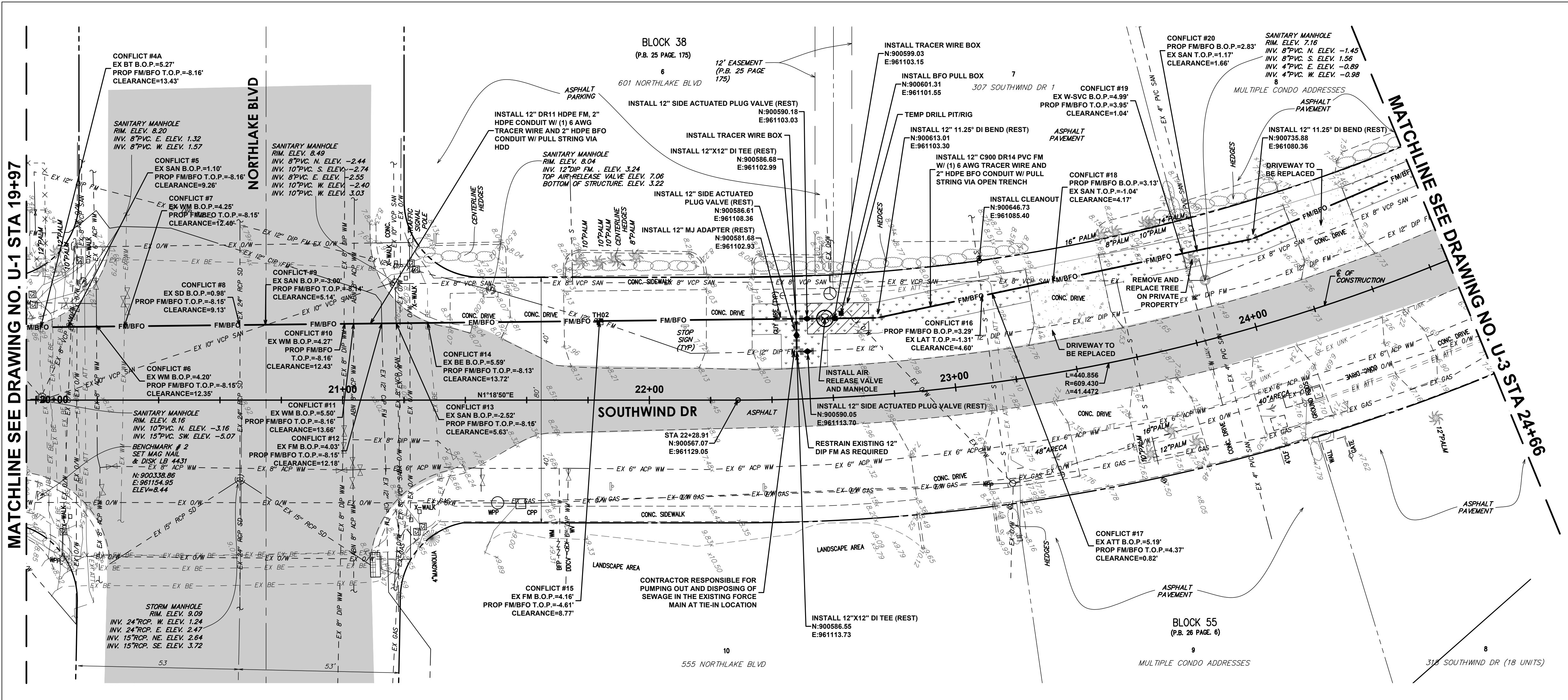
DRAWING NUMBER
U-1

05 OF 15

BID SET

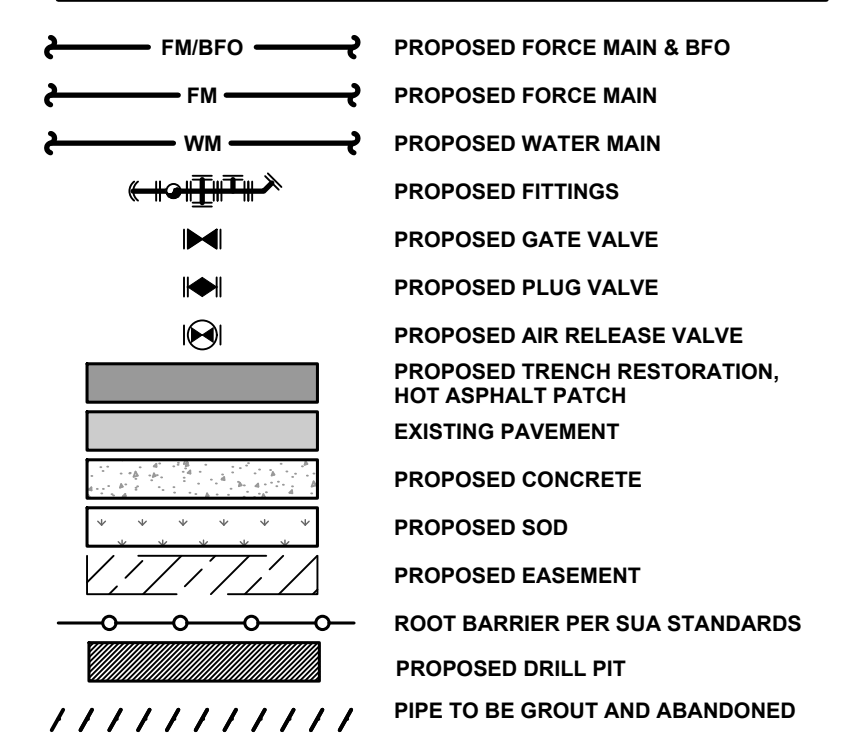
MATCHLINE SEE DRAWING NO. U-1 STA 19+97

MATCHLINE SEE DRAWING NO. U-3 STA 24+66



KEY MAP

LEGEND (PROPOSED)



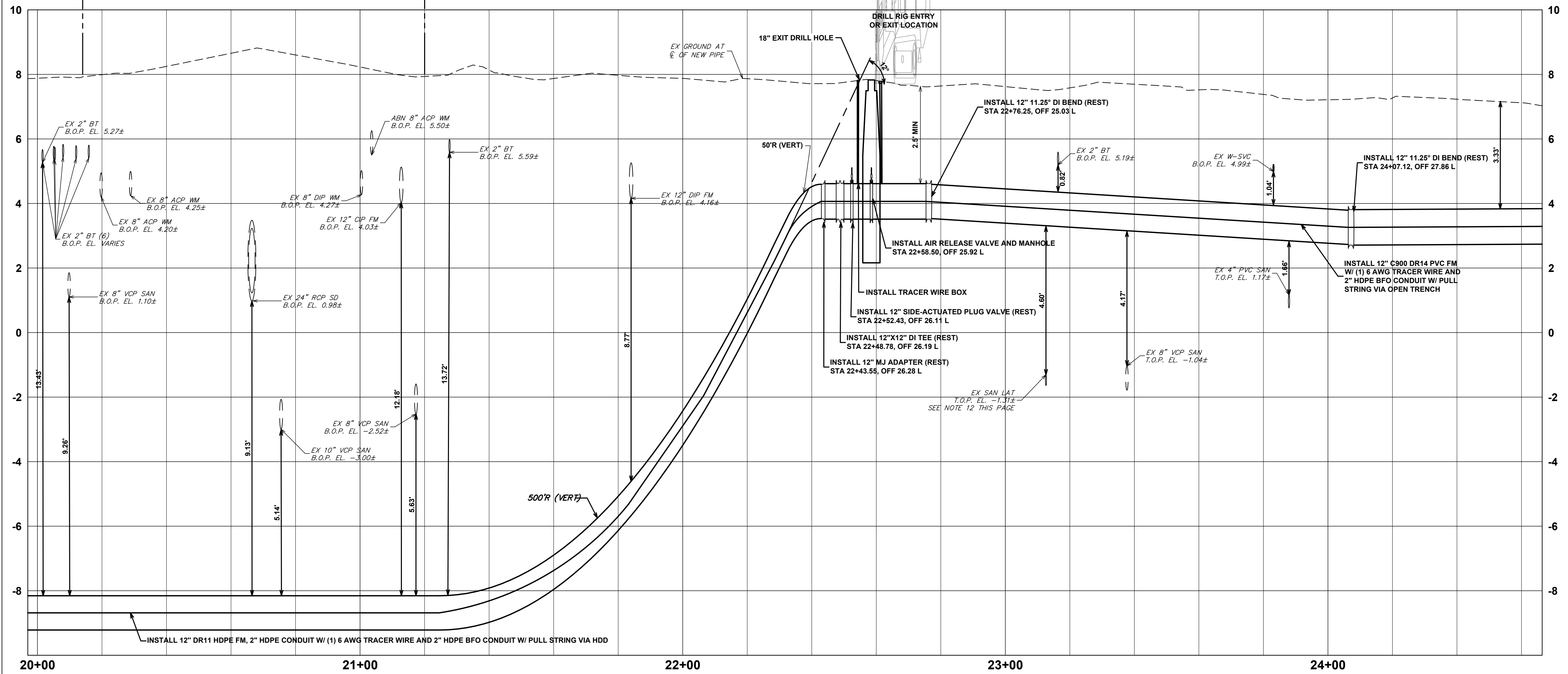
GENERAL NOTES:

- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD. ANY EXISTING TREES DISTURBED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
- PAVEMENT AND DRIVEWAY RESTORATION ARE TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
- IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
- CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
- ELEVATION OF SANITARY LATERALS ARE ASSUMED. CONTRACTOR TO VERIFY ELEVATION OF EXISTING SANITARY LATERAL CROSSINGS PRIOR TO WATER MAIN INSTALLATION.
- DRIVEWAY RESTORATION LIMITS ARE TO BE FROM THE RIGHT OF WAY LINE/PROPERTY LINE OR SIDEWALK TO THE EDGE OF ROADWAY.
- REPLACE ASPHALT AND CONCRETE DRIVEWAYS IN THEIR ENTIRETY REGARDLESS OF THE TRENCH WIDTH TO APPLICABLE JURISDICTIONAL AGENCY STANDARDS. CONCRETE, SUBGRADE, BASE AND SUPERPAVE ASPHALT TO MEET THE CRITERIA OF THE LAND DEVELOPMENT DESIGN STANDARDS MANUAL FOR RESIDENTIAL DRIVEWAYS.
- 2" BFO CONDUIT TO BE INSTALLED ALONG WITH FORCE MAIN. FOR HDD INSTALLATION METHOD, BFO CONDUIT SHALL BE PULLED WITH FORCE MAIN FOR OPEN CUT INSTALLATION METHOD, BFO CONDUIT TO BE PLACED DIRECTLY ON THE TOP OF FORCE MAIN.
- CONTRACTOR TO LOCATE EXISTING SS LATERAL PRIOR TO CONSTRUCTION. IF IN CONFLICT, CONTRACTOR SHALL ADJUST LATERAL PER DET-P6, SHEET D-4. LATERAL ADJUSTMENTS SHALL ONLY BE PERFORMED WITH PRIOR APPROVAL OF ENGINEER AND OWNER.
- CONTRACTOR TO LOCATE GAS MAIN PRIOR TO WATER MAIN CONSTRUCTION. CONTRACTOR TO COORDINATE WITH FLORIDA PUBLIC UTILITIES FOR ADJUSTMENT OR SUPPORT OF GAS MAIN.
- FOR HORIZONTAL DIRECTIONAL DRILLING, FLUID DRILLING PRESSURE WILL NOT EXCEED 10 PSI.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR
NAVD88 + 1.50 = NGVD29 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

BASELINE OF CONSTRUCTION
SCALE: 1"=20' HORZ | 1"=2' VERT



CLIENT
SEACOAST UTILITY AUTHORITY
SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL, 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR. FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL

NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1" = 100'
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

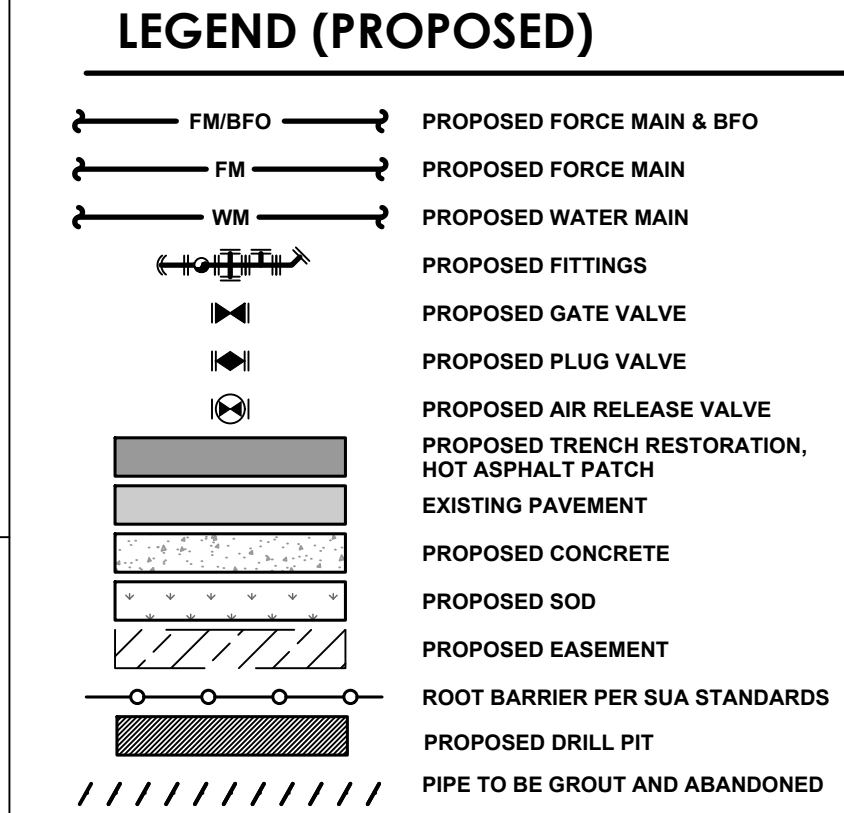
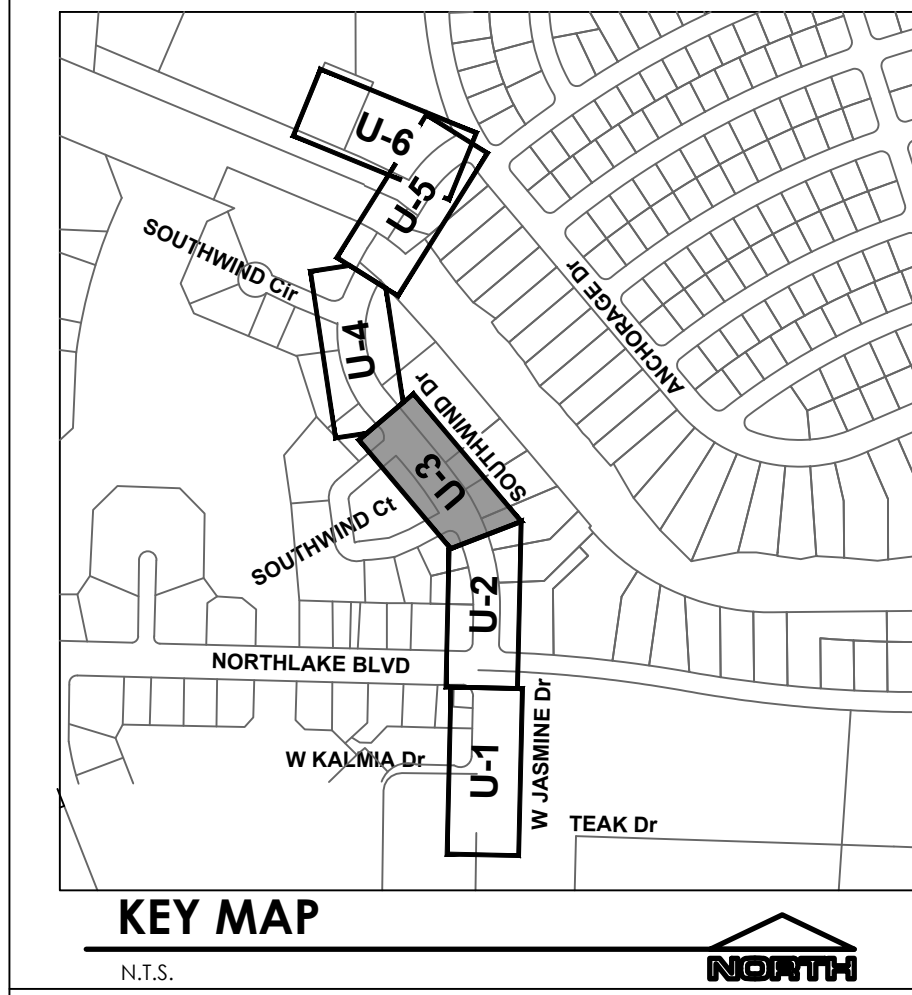
DRAWING TITLE

UTILITIES PLAN AND PROFILE

DRAWING NUMBER
U-2

06 OF 15

BID SET



- GENERAL NOTES:**
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD. ANY EXISTING ITEM DISTURBED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
 - PAVEMENT AND DRIVEWAY RESTORATION ARE TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
 - IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
 - CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
 - CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
 - ELEVATION OF SANITARY LATERALS ARE ASSUMED. CONTRACTOR TO VERIFY ELEVATION OF EXISTING SANITARY LATERAL CROSSINGS PRIOR TO WATER MAIN INSTALLATION.
 - DRIVEWAY RESTORATION LIMITS ARE TO BE FROM THE RIGHT OF WAY LINE/PROPERTY LINE OR SIDEWALK TO THE EDGE OF ROADWAY.
 - REPLACE ASPHALT AND CONCRETE DRIVEWAYS IN THEIR ENTIRETY REGARDLESS OF THE TRENCH WIDTH TO APPLICABLE JURISDICTIONAL AGENCY STANDARDS. CONCRETE, SUBGRADE, BASE AND SUPERPAVE ASPHALT TO MEET THE CRITERIA OF THE LAND DEVELOPMENT DESIGN STANDARDS MANUAL FOR RESIDENTIAL DRIVEWAYS.
 - 2" BFO CONDUIT TO BE INSTALLED ALONG WITH FORCE MAIN. FOR HDD INSTALLATION METHOD, BFO CONDUIT SHALL BE PULLED WITH FORCE MAIN FOR OPEN CUT INSTALLATION METHOD, BFO CONDUIT TO BE PLACED DIRECTLY ON THE TOP OF FORCE MAIN.
 - CONTRACTOR TO LOCATE EXISTING SS LATERAL PRIOR TO WATER MAIN CONSTRUCTION. IF IN CONFLICT, CONTRACTOR SHALL ADJUST LATERAL PER DET-P6, SHEET D-4. LATERAL ADJUSTMENTS SHALL ONLY BE PERFORMED WITH PRIOR APPROVAL OF ENGINEER AND OWNER.
 - CONTRACTOR TO LOCATE GAS MAIN PRIOR TO WATER MAIN CONSTRUCTION. CONTRACTOR TO COORDINATE WITH FLORIDA PUBLIC UTILITIES FOR ADJUSTMENT OR SUPPORT OF GAS MAIN.
 - FOR HORIZONTAL DIRECTIONAL DRILLING, FLUID DRILLING PRESSURE WILL NOT EXCEED 10 PSI.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR
NAVD88 + 1.50 = NGVD29 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

CLIENT
SEACOAST UTILITY AUTHORITY
SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL, 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR. FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL

NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1" = 100'
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

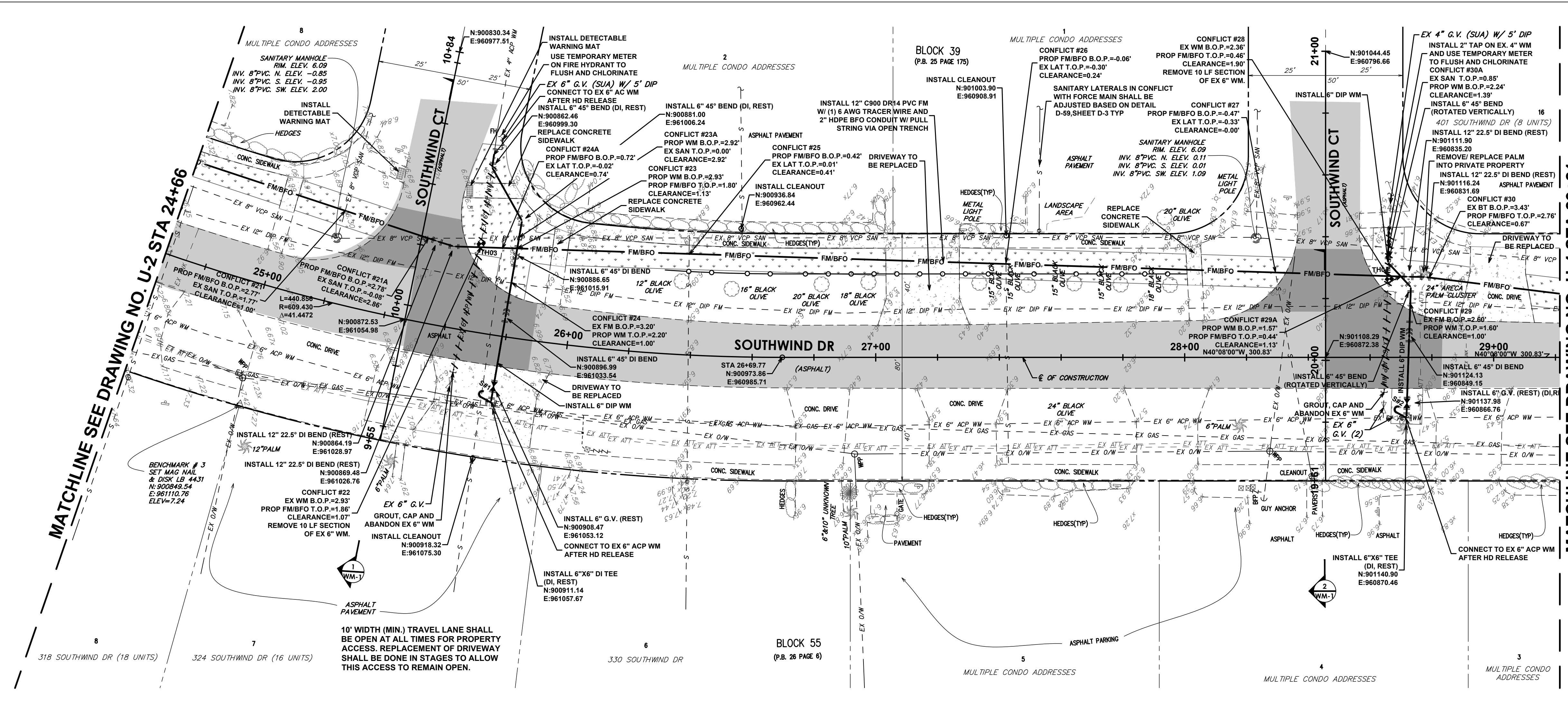
CHECKED BY
SB

DRAWING TITLE
UTILITIES PLAN AND PROFILE

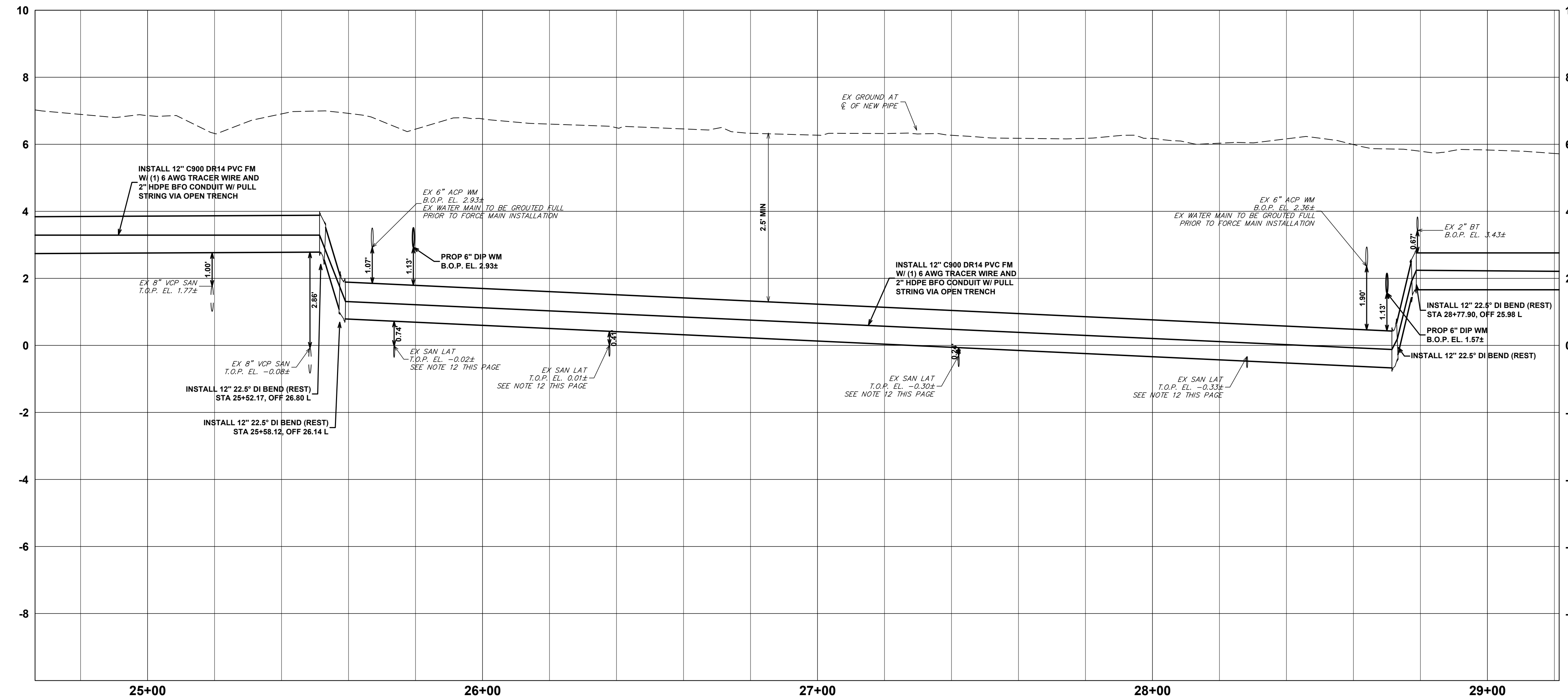
DRAWING NUMBER
U-3

07 OF 15

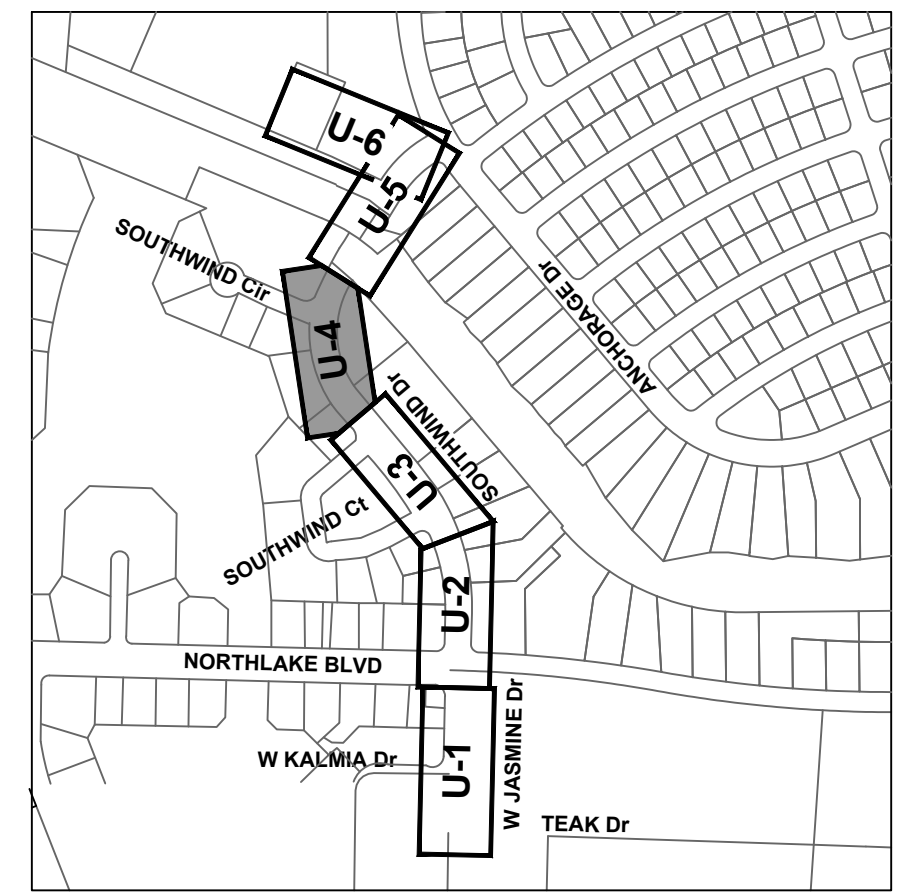
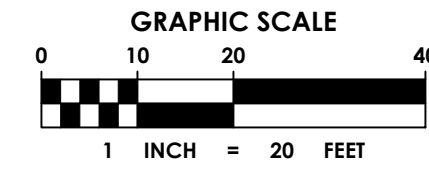
BID SET



BASELINE OF CONSTRUCTION
SCALE: 1"=20' HORZ | 1"=2' VERT

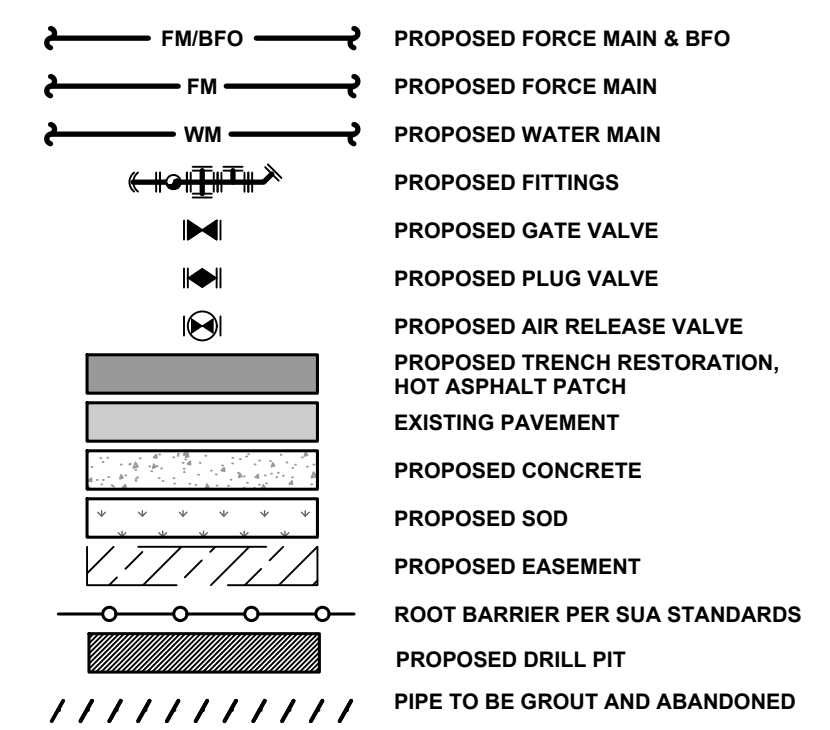


Plot Date: 4/6/2023 10:53:28 AM Username: nmsuick Layout Name: U-3
Folder Path: V:\Projects\2020\20-291.030 - Jasmine Dr to Southwind Dr from Profile (FM-1 thru FM-5).dwg
Filename: 20-291.030 Force Main Improvements Plan and Profile (FM-1 thru FM-5).dwg



KEY MAP

LEGEND (PROPOSED)



GENERAL NOTES:

- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD. ANY EXISTING TRENCHES DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
- PAVEMENT AND DRIVEWAY RESTORATION ARE TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
- IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
- CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
- ELEVATION OF SANITARY LATERALS ARE ASSUMED. CONTRACTOR TO VERIFY ELEVATION OF EXISTING SANITARY LATERAL CROSSINGS PRIOR TO WATER MAIN INSTALLATION.
- DRIVEWAY RESTORATION LIMITS ARE TO BE FROM THE RIGHT OF WAY LINE/PROPERTY LINE OR SIDEWALK TO THE EDGE OF ROADWAY.
- REPLACE ASPHALT AND CONCRETE DRIVEWAYS IN THEIR ENTIRETY REGARDLESS OF THE TRENCH WIDTH TO APPLICABLE JURISDICTIONAL AGENCY STANDARDS. CONCRETE, SUBGRADE, BASE AND SUPERPAVE ASPHALT TO MEET THE CRITERIA OF THE LAND DEVELOPMENT DESIGN STANDARDS MANUAL FOR RESIDENTIAL DRIVEWAYS.
- 2" BFO CONDUIT TO BE INSTALLED ALONG WITH FORCE MAIN. FOR HDD INSTALLATION METHOD, BFO CONDUIT SHALL BE PULLED WITH FORCE MAIN FOR OPEN CUT INSTALLATION METHOD, BFO CONDUIT TO BE PLACED DIRECTLY ON THE TOP OF FORCE MAIN.
- CONTRACTOR TO LOCATE EXISTING SANITARY LATERAL PRIOR TO CONSTRUCTION. IF IN CONFLICT, CONTRACTOR SHALL ADJUST LATERAL PER DET-P6, SHEET D-4. LATERAL ADJUSTMENTS SHALL ONLY BE PERFORMED WITH PRIOR APPROVAL OF ENGINEER AND OWNER.
- CONTRACTOR TO LOCATE GAS MAIN PRIOR TO WATER MAIN CONSTRUCTION. CONTRACTOR TO COORDINATE WITH FLORIDA PUBLIC UTILITIES FOR ADJUSTMENT OR SUPPORT OF GAS MAIN.
- FOR HORIZONTAL DIRECTIONAL DRILLING, FLUID DRILLING PRESSURE WILL NOT EXCEED 10 PSI.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR
NAVD88 + 1.50 = NGVD29 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

CLIENT
SEACOAST UTILITY AUTHORITY
SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL, 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR. FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL

NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1" = 100'
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

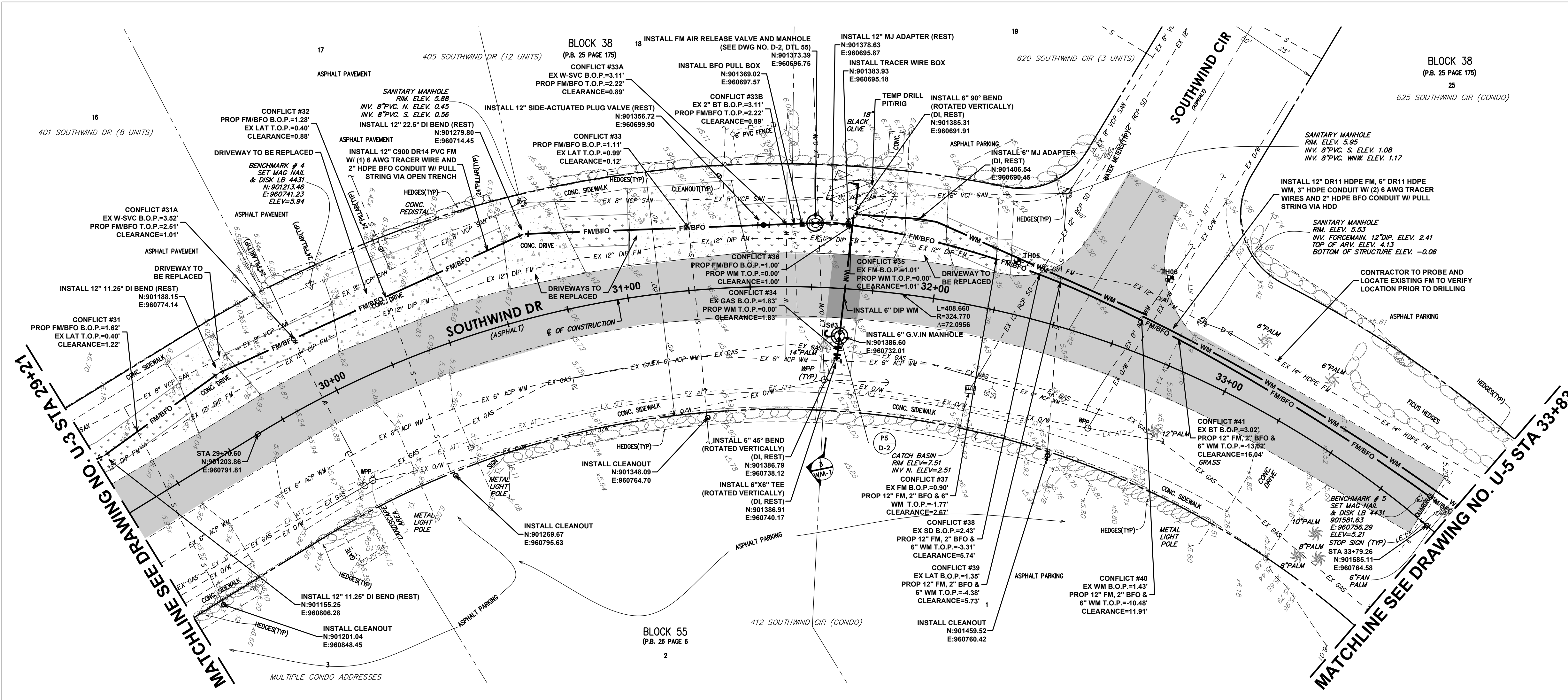
CHECKED BY
SB

DRAWING TITLE

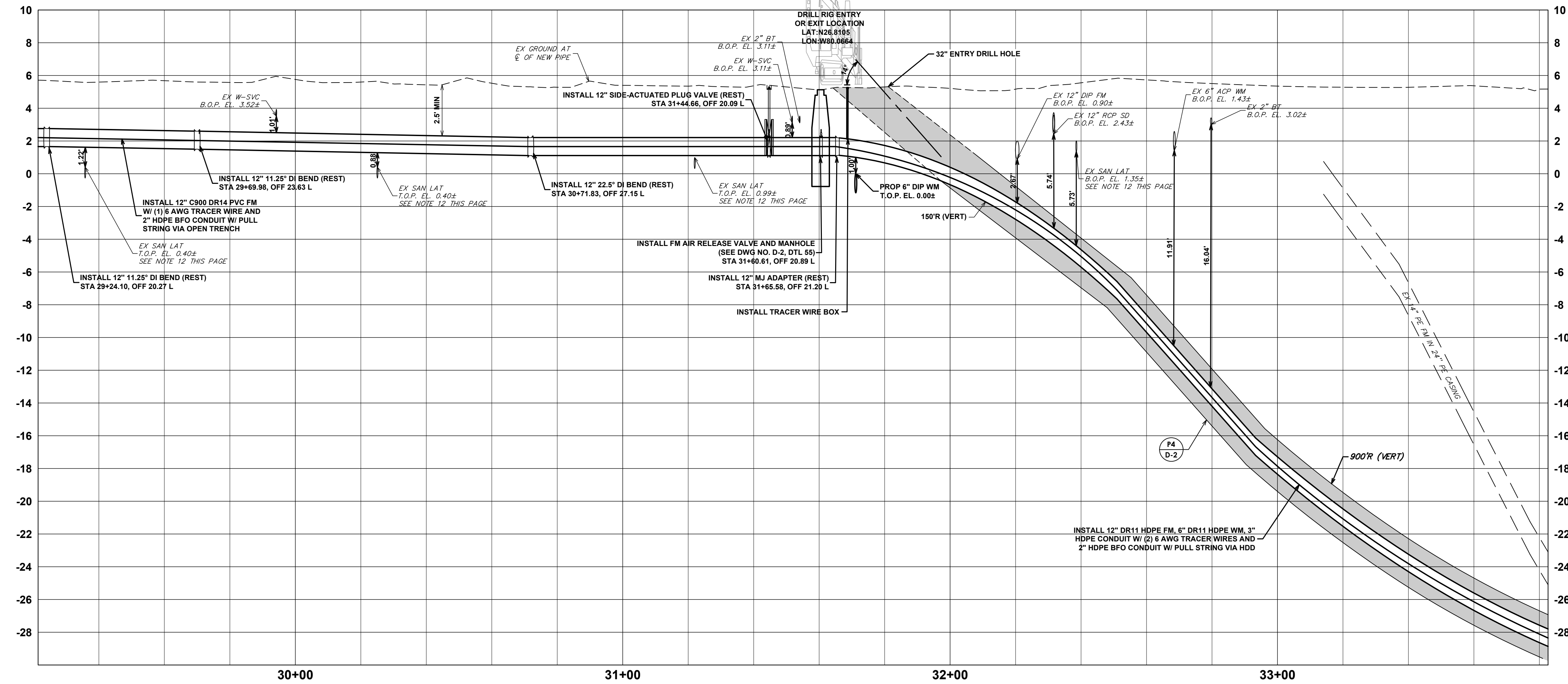
UTILITIES PLAN AND PROFILE

DRAWING NUMBER

U-4
08 OF 15

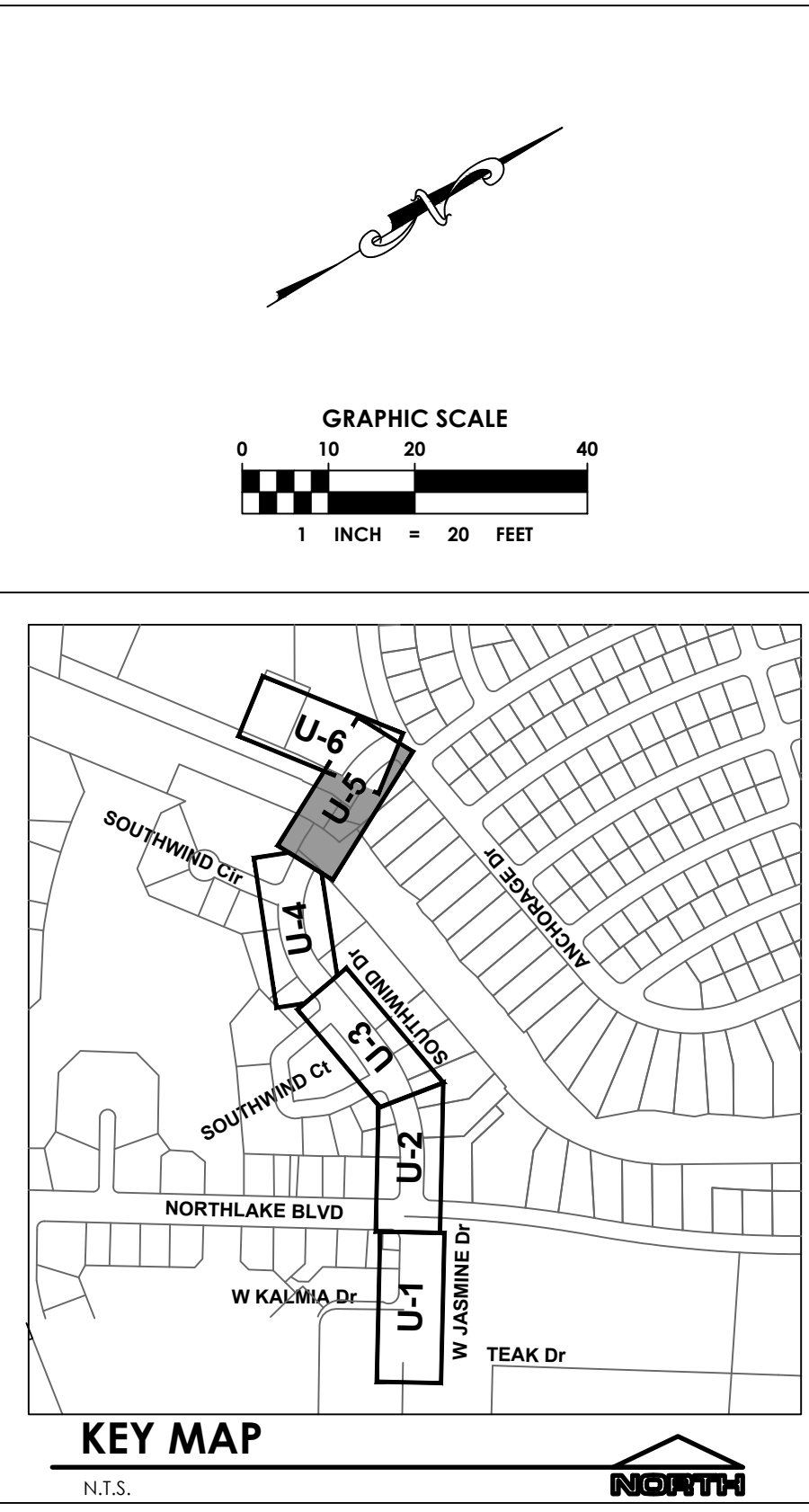
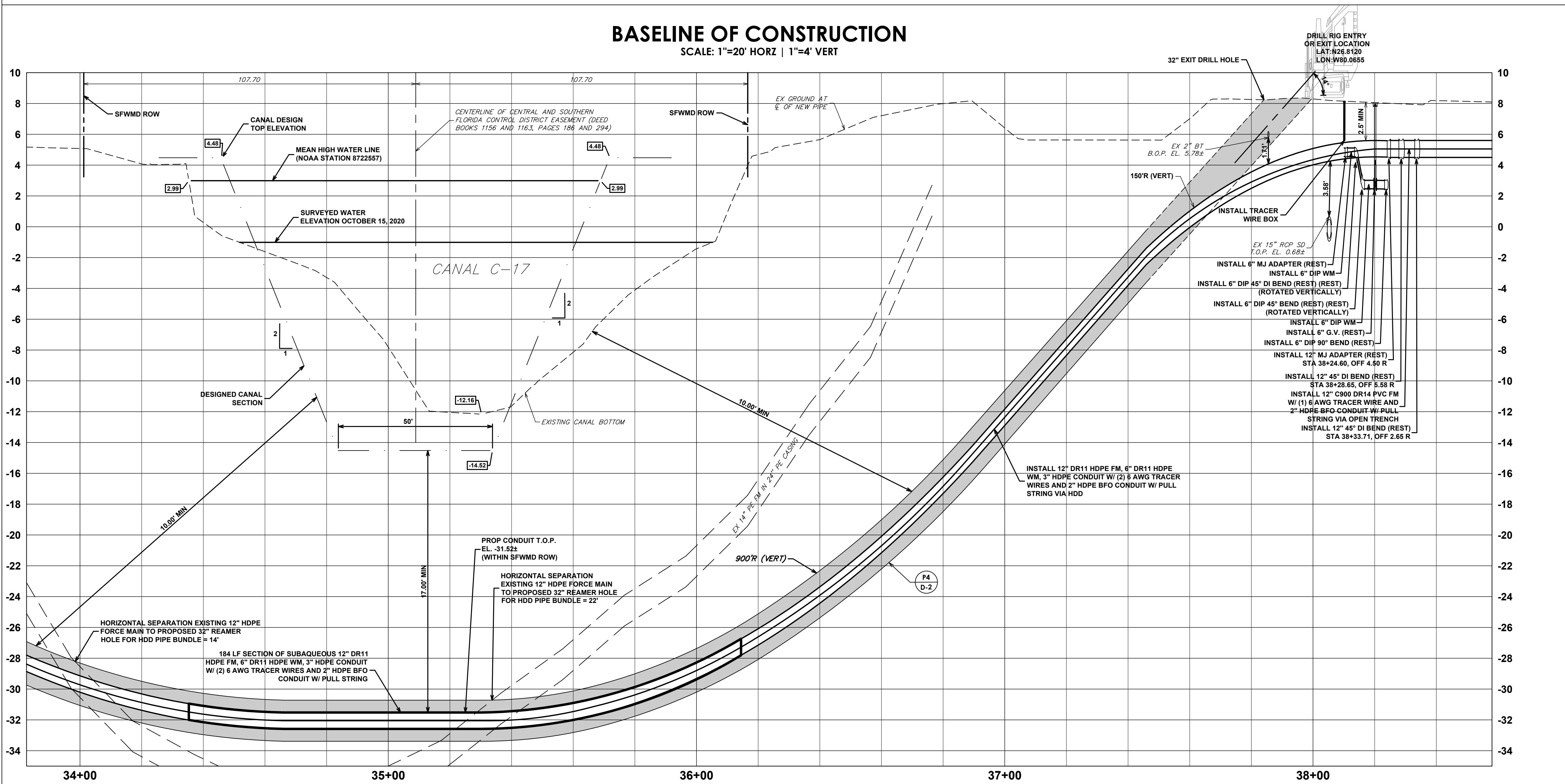
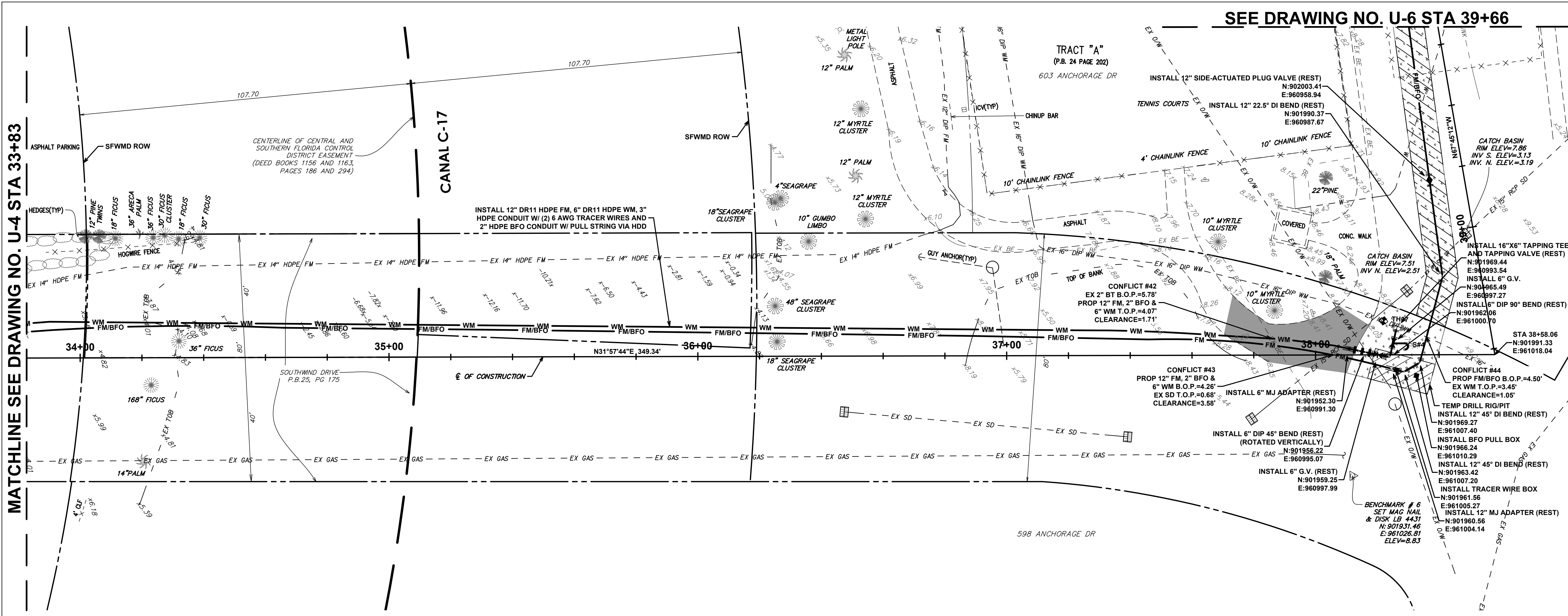


BASELINE OF CONSTRUCTION
SCALE: 1"=20' HORZ | 1"=4' VERT



Plot Date: 4/6/2023 10:53:40 AM Username: nmusicck Layout Name: U-4
Folder Path: V:\Projects\2020-291.030 - Jasmine Dr to Southwind Dr of fm csa\Design\CA\3\Sheets
Filename: 20-291.030 Force Main Improvements Plan and Profile (FM-1 thru FM-5).dwg

BID SET



LEGEND (PROPOSED)

	PROPOSED FORCE MAIN & BFO
	PROPOSED FORCE MAIN
	PROPOSED WATER MAIN
	PROPOSED FITTINGS
	PROPOSED GATE VALVE
	PROPOSED PLUG VALVE
	PROPOSED AIR RELEASE VALVE
	PROPOSED TRENCH RESTORATION, HOT ASPHALT PATCH, EXISTING PAVEMENT
	PROPOSED CONCRETE
	PROPOSED SOD
	PROPOSED EASEMENT
	ROOT BARRIER PER SUA STANDARDS
	PROPOSED DRILL PIT
	PIPE TO BE GROUT AND ABANDONED

- GENERAL NOTES:**
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD. ANY EXISTING TRENCH DISTURBED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
 - PAVEMENT AND DRIVEWAY RESTORATION ARE TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
 - IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
 - CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
 - CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
 - ELEVATION OF SANITARY LATERALS ARE ASSUMED. CONTRACTOR RO VERIFY ELEVATION OF EXISTING SANITARY LATERAL CROSSINGS PRIOR TO WATER MAIN INSTALLATION.
 - DRIVEWAY RESTORATION LIMITS ARE TO BE FROM THE RIGHT OF WAY LINE/PROPERTY LINE OR SIDEWALK TO THE EDGE OF ROADWAY.
 - REPLACE ASPHALT AND CONCRETE DRIVEWAYS IN THEIR ENTIRETY REGARDLESS OF THE TRENCH WIDTH TO APPLICABLE JURISDICTIONAL AGENCY STANDARDS. CONCRETE, SUBGRADE, BASE AND SUPERPAVE ASPHALT TO MEET THE CRITERIA OF THE LAND DEVELOPMENT DESIGN STANDARDS MANUAL FOR RESIDENTIAL DRIVEWAYS.
 - 2" BFO CONDUIT TO BE INSTALLED ALONG WITH FORCE MAIN. FOR HDD INSTALLATION METHOD, BFO CONDUIT SHALL BE PULLED WITH FORCE MAIN FOR OPEN CUT INSTALLATION METHOD, BFO CONDUIT TO BE PLACED DIRECTLY ON THE TOP OF FORCE MAIN.
 - CONTRACTOR TO LOCATE EXISTING S/LATERAL PRIOR TO CONSTRUCTION. IF IN CONFLICT, CONTRACTOR SHALL ADJUST LATERAL PER DET-P6, SHEET D-4. LATERAL ADJUSTMENTS SHALL ONLY BE PERFORMED WITH PRIOR APPROVAL OF ENGINEER AND OWNER.
 - CONTRACTOR TO LOCATE GAS MAIN PRIOR TO WATER MAIN CONSTRUCTION. CONTRACTOR TO COORDINATE WITH FLORIDA PUBLIC UTILITIES FOR ADJUSTMENT OR SUPPORT OF GAS MAIN.
 - FOR HORIZONTAL DIRECTIONAL DRILLING, FLUID DRILLING PRESSURE WILL NOT EXCEED 10 PSI.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR
NAVD88 + 1.50 = NGVD29 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

CLIENT

SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR. FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL
NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALE
0 1" = 100'
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

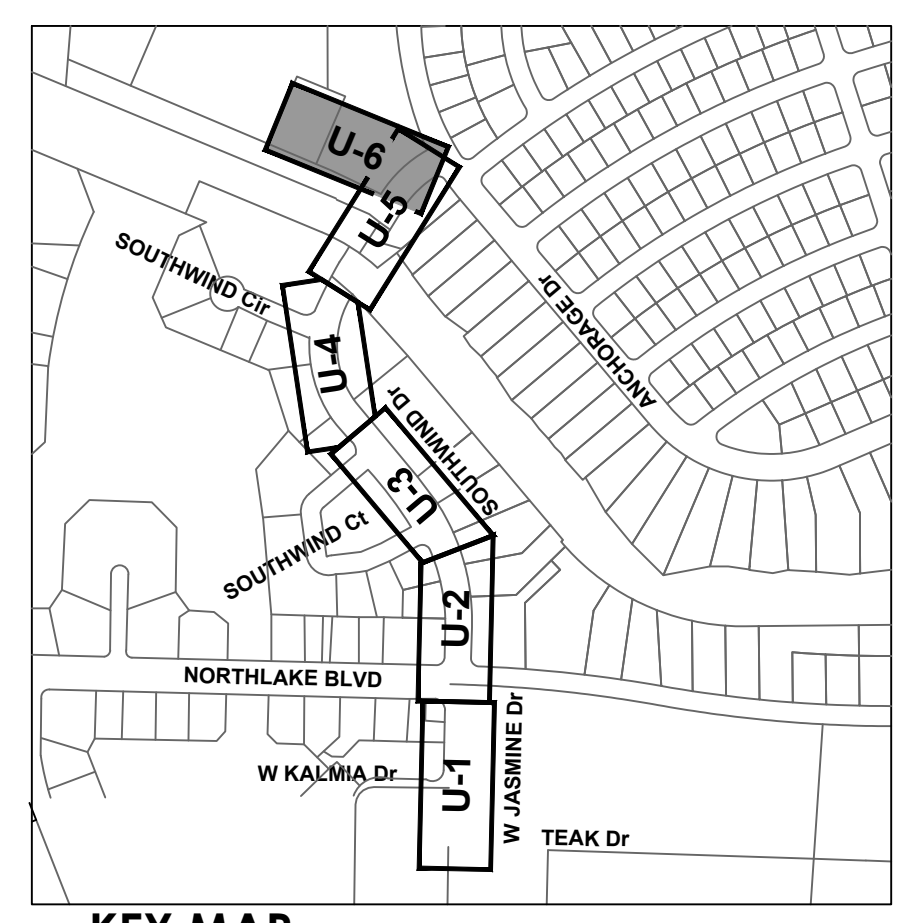
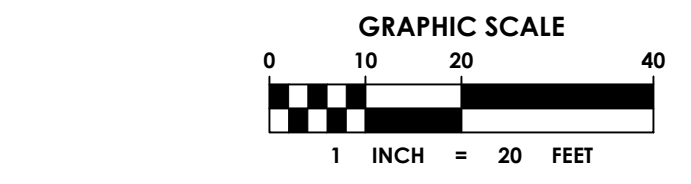
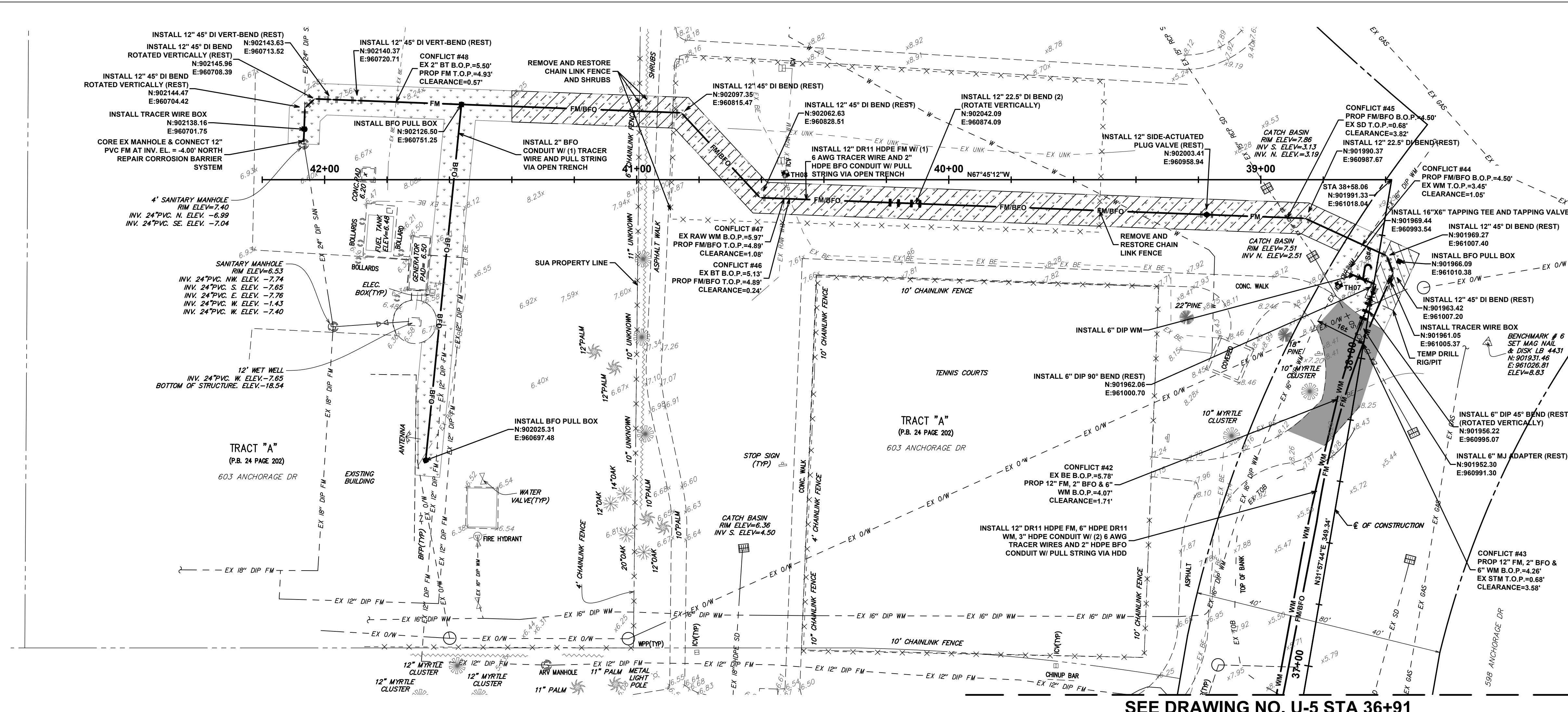
DRAWING TITLE

UTILITIES PLAN AND PROFILE

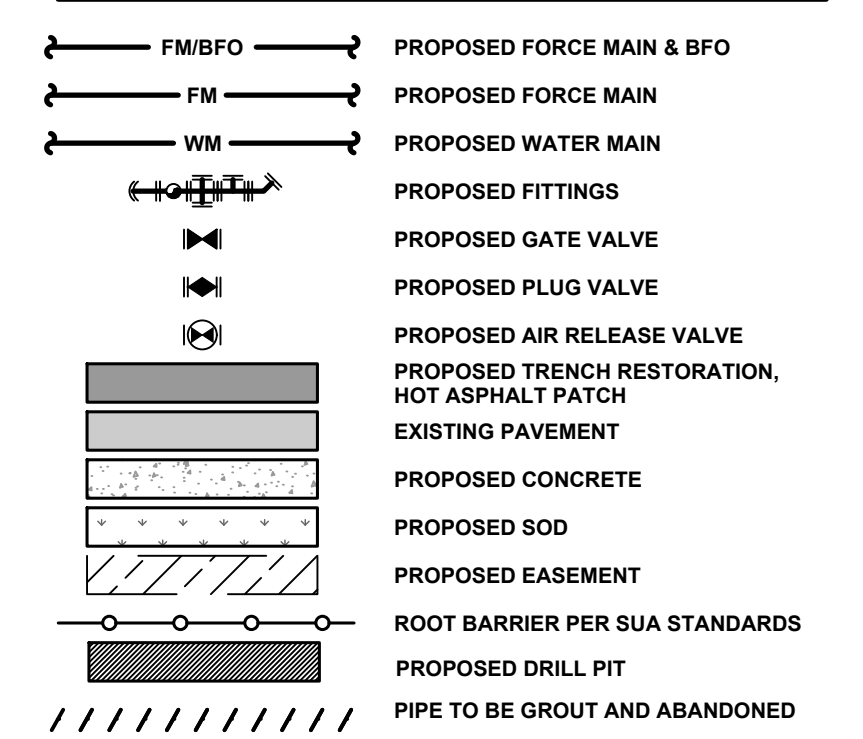
DRAWING NUMBER
U-5
09 OF 15

Plot Date: 4/6/2023 10:53:50 AM Username: nmusic Layout Name: U-5
Folder Path: V:\Projects\2020\20-291.030 - Jasmine Dr to Southwind Dr from CA03\Sheets\Design\CA03\Sheets File Name: 20-291.030 Force Main Improvements Plan and Profile (FM-1 thru FM-5).dwg

BID SET



LEGEND (PROPOSED)

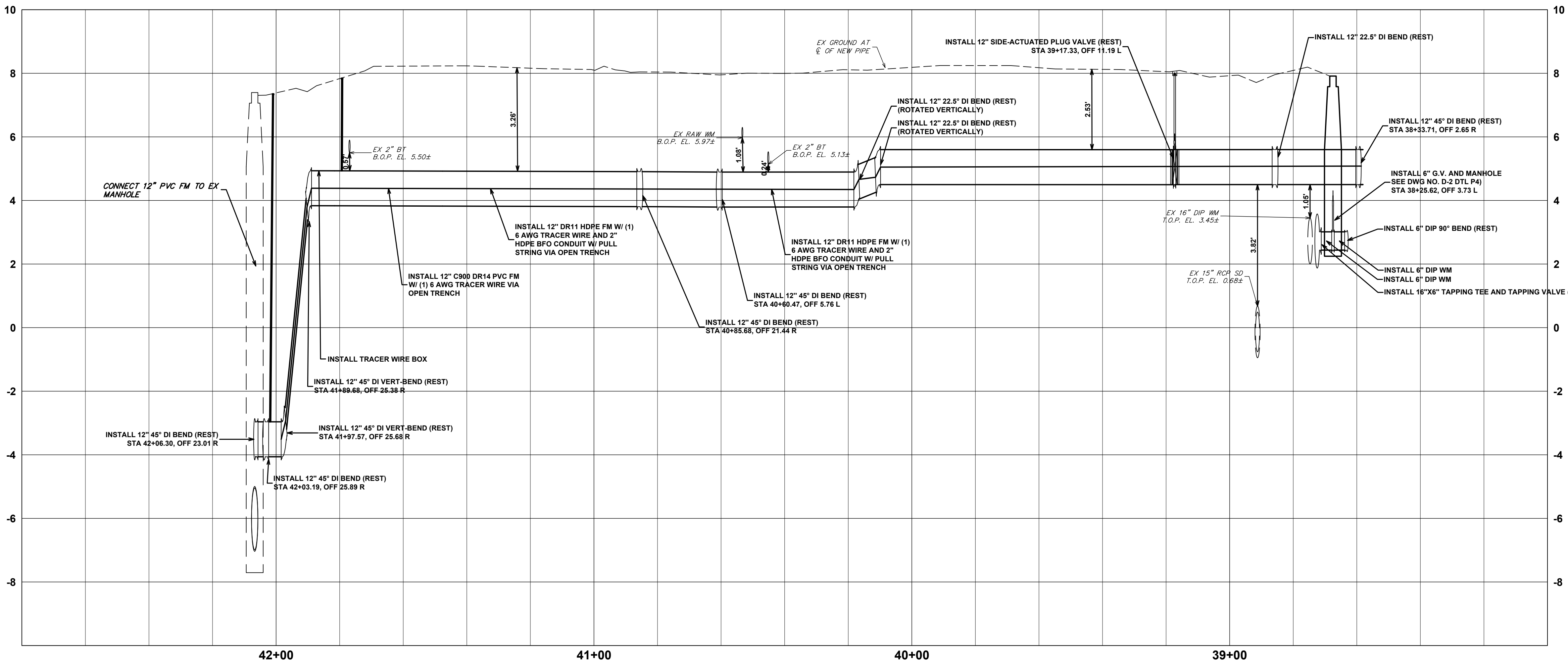


- GENERAL NOTES:**
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD. ANY EXISTING ITEM DAMAGED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
 - PAVEMENT AND DRIVEWAY RESTORATION ARE TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
 - IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
 - CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
 - CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
 - ELEVATION OF SANITARY LATERALS ARE ASSUMED. CONTRACTOR TO VERIFY ELEVATION OF EXISTING SANITARY LATERAL CROSSINGS PRIOR TO WATER MAIN INSTALLATION.
 - DRIVEWAY RESTORATION LIMITS ARE TO BE FROM THE RIGHT OF WAY LINE/PROPERTY LINE OR SIDEWALK TO THE EDGE OF ROADWAY.
 - REPLACE ASPHALT AND CONCRETE DRIVEWAYS IN THEIR ENTIRETY REGARDLESS OF THE TRENCH WIDTH TO APPLICABLE JURISDICTIONAL AGENCY STANDARDS. CONCRETE, SUBGRADE, BASE AND SUPERPAVE ASPHALT TO MEET THE CRITERIA OF THE LAND DEVELOPMENT DESIGN STANDARDS MANUAL FOR RESIDENTIAL DRIVEWAYS.
 - 2" BFO CONDUIT TO BE INSTALLED ALONG WITH FORCE MAIN. FOR HDD INSTALLATION METHOD, BFO CONDUIT SHALL BE PULLED WITH FORCE MAIN FOR OPEN CUT INSTALLATION METHOD, BFO CONDUIT TO BE PLACED DIRECTLY ON THE TOP OF FORCE MAIN.
 - CONTRACTOR TO LOCATE EXISTING SS LATERAL PRIOR TO CONSTRUCTION. IF IN CONFLICT, CONTRACTOR SHALL ADJUST LATERAL PER DET-P6, SHEET D-4. LATERAL ADJUSTMENTS SHALL ONLY BE PERFORMED WITH PRIOR APPROVAL OF ENGINEER AND OWNER.
 - CONTRACTOR TO LOCATE GAS MAIN PRIOR TO WATER MAIN CONSTRUCTION. CONTRACTOR TO COORDINATE WITH FLORIDA PUBLIC UTILITIES FOR ADJUSTMENT OR SUPPORT OF GAS MAIN.
 - FOR HORIZONTAL DIRECTIONAL DRILLING, FLUID DRILLING PRESSURE WILL NOT EXCEED 10 PSI.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NAVD88 + 1.50 = NGVD29 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

BASELINE OF CONSTRUCTION
SCALE: 1"=20' HORIZ | 1"=2' VERT



CLIENT
SEACOAST UTILITY AUTHORITY
SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR.
FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL

NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

DRAWING TITLE

UTILITIES PLAN AND PROFILE

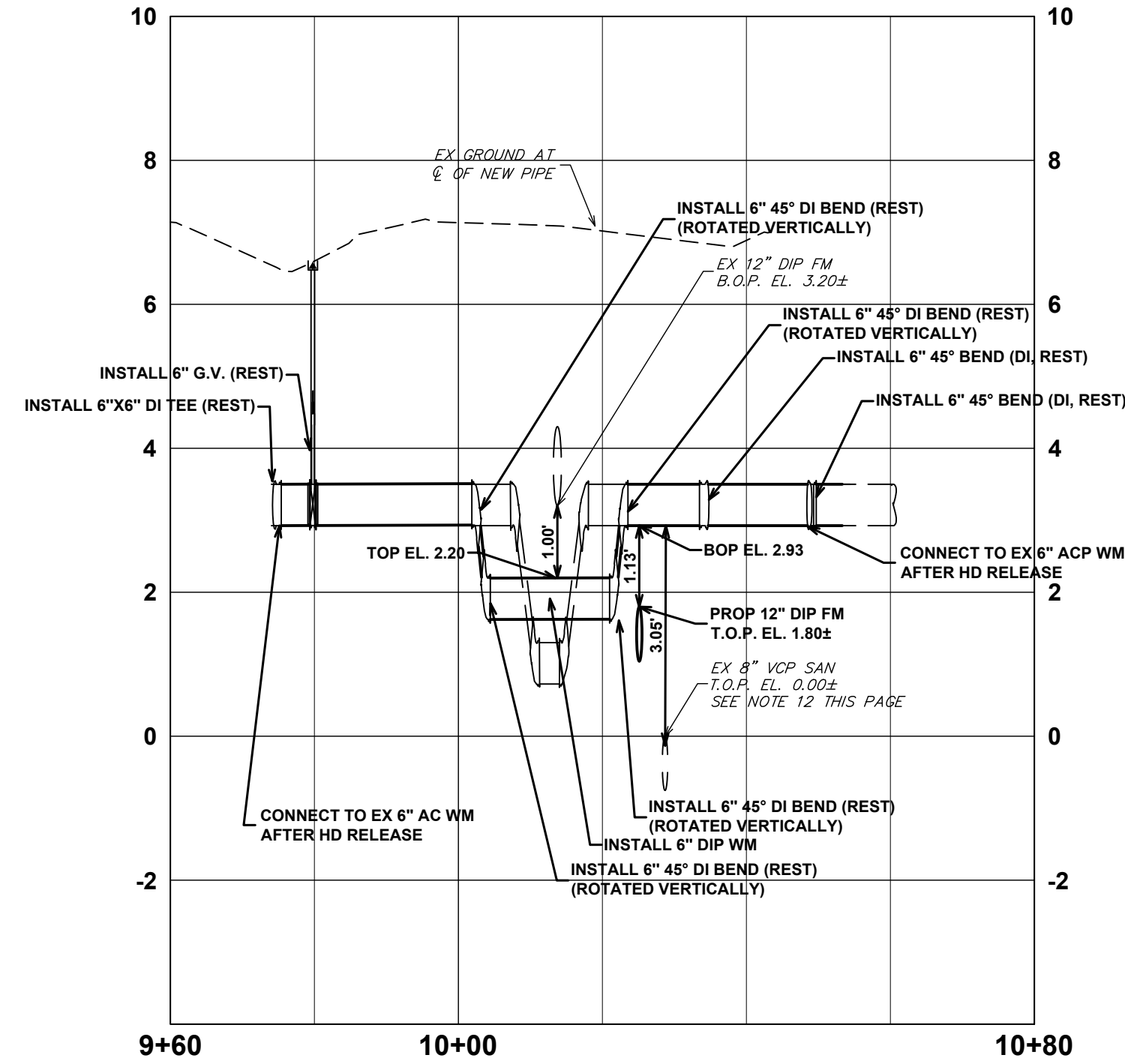
DRAWING NUMBER
U-6

10 OF 15

BID SET

SOUTHWIND CT (SOUTH) BASELINE

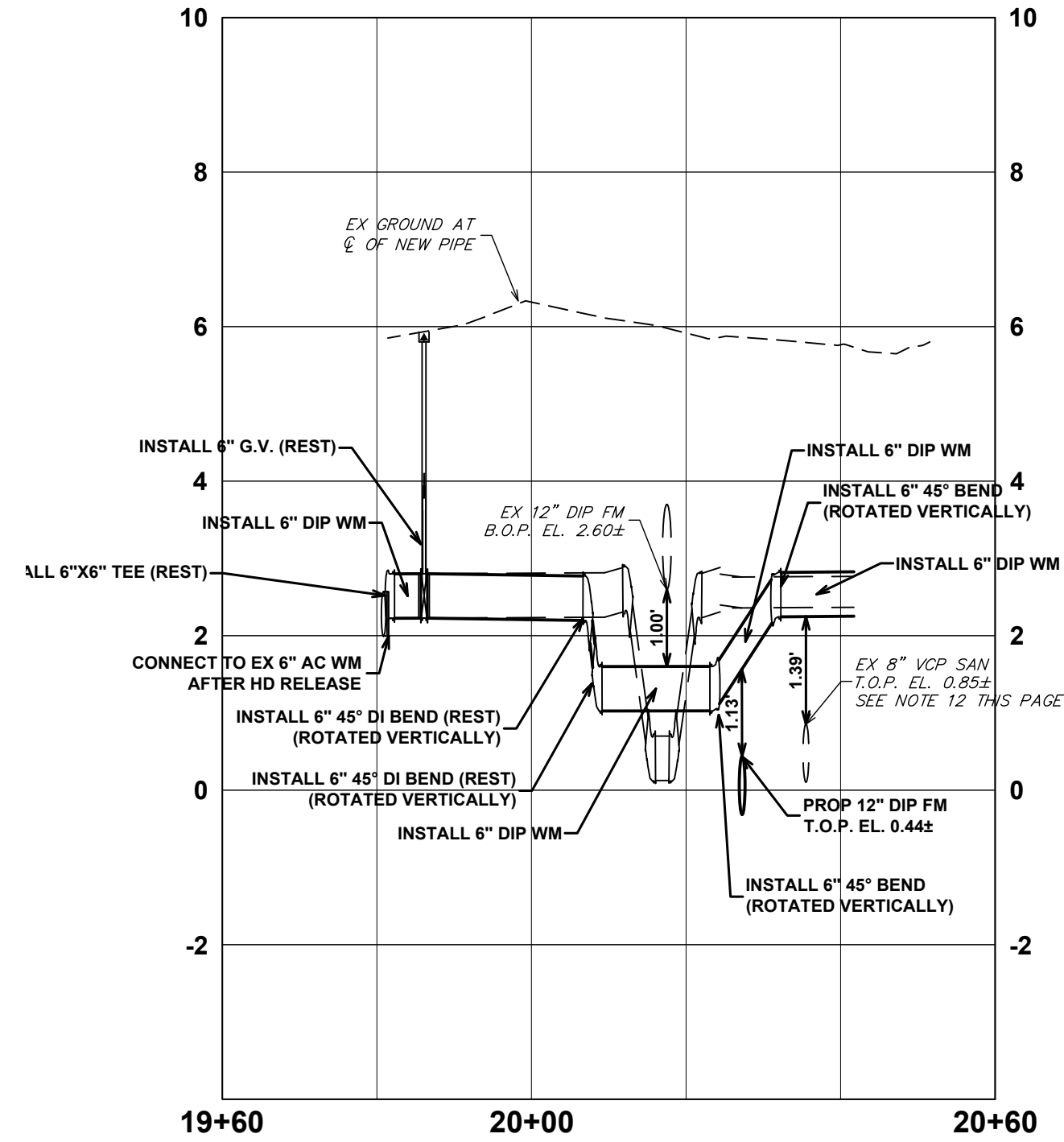
SCALE: 1"=20' HORZ | 1"=2' VERT



1 WATER MAIN CROSSING

SOUTHWIND CT (NORTH) BASELINE

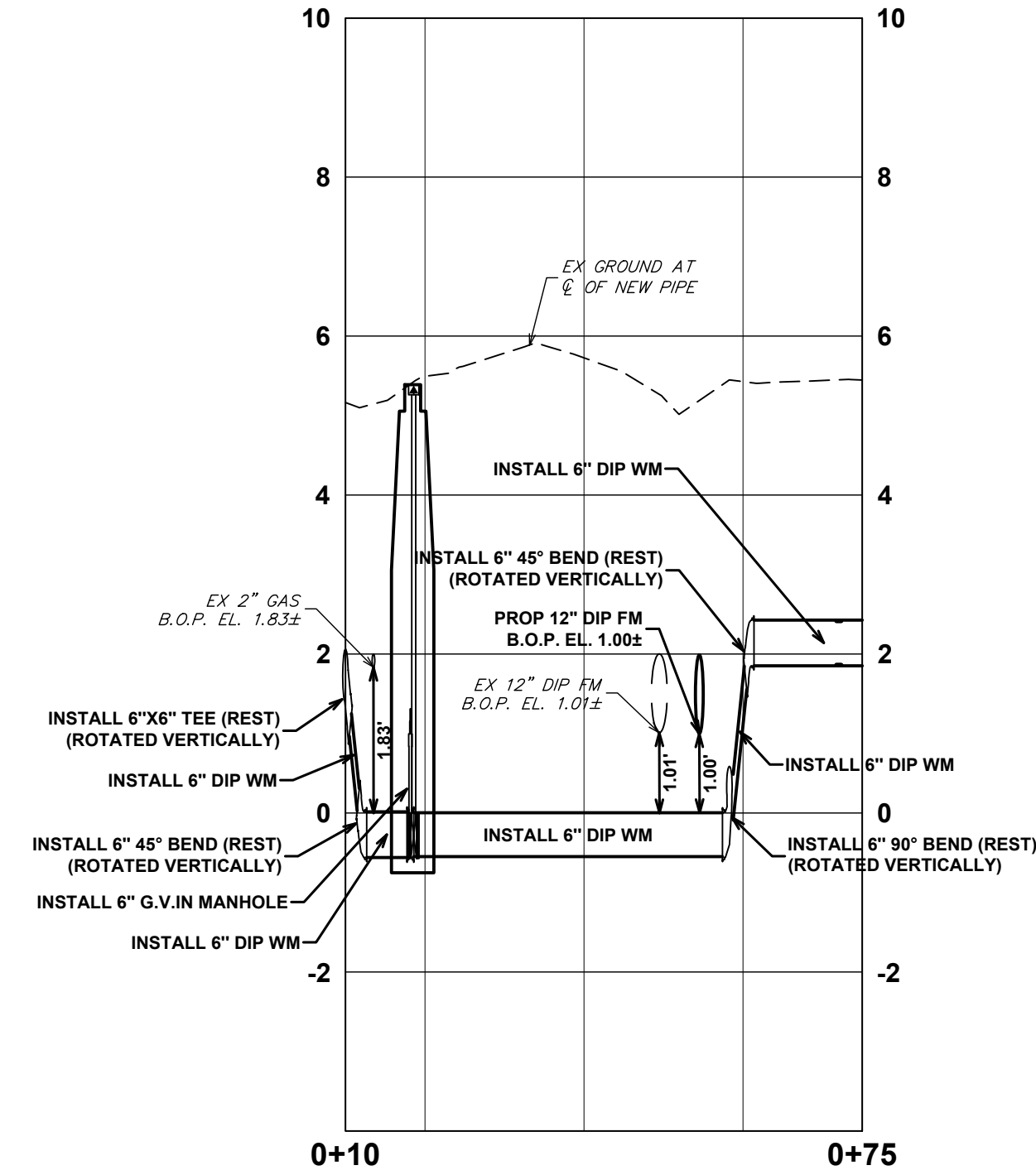
SCALE: 1"=20' HORZ | 1"=2' VERT



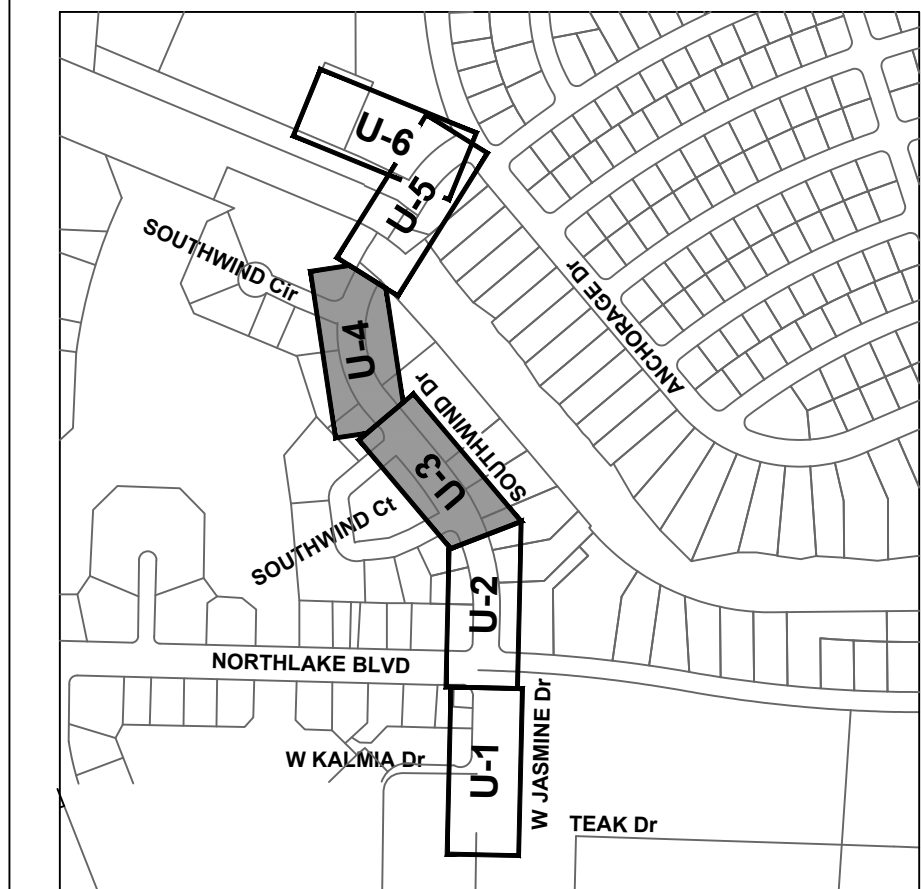
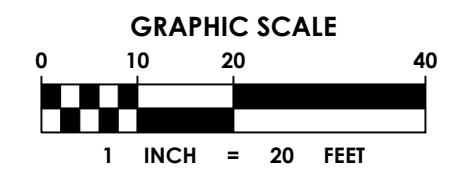
2 WATER MAIN CROSSING

SOUTHWIND CIR BASELINE

SCALE: 1"=20' HORZ | 1"=2' VERT



3 WATER MAIN CROSSING



KEY MAP

N.T.S. NORTH

LEGEND (PROPOSED)

	PROPOSED FORCE MAIN & BFO
	PROPOSED FORCE MAIN
	PROPOSED WATER MAIN
	PROPOSED FITTINGS
	PROPOSED GATE VALVE
	PROPOSED PLUG VALVE
	PROPOSED AIR RELEASE VALVE
	PROPOSED TRENCH RESTORATION, HOT ASPHALT PATCH
	EXISTING PAVEMENT
	PROPOSED CONCRETE
	PROPOSED SOD
	PROPOSED EASEMENT
	ROOT BARRIER PER SUA STANDARDS
	PROPOSED DRILL PIT
	PIPE TO BE GROUT AND ABANDONED

GENERAL NOTES:

- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.
- ANY EXISTING ITEM DISTURBED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
- PAVEMENT AND DRIVEWAY RESTORATION ARE TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
- IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
- CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
- ELEVATION OF SANITARY LATERALS ARE ASSUMED. CONTRACTOR OR VERIFY ELEVATION OF EXISTING SANITARY LATERAL CROSSINGS PRIOR TO WATER MAIN INSTALLATION.
- DRIVEWAY RESTORATION LIMITS ARE TO BE FROM THE RIGHT OF WAY LINE/PROPERTY LINE OR SIDEWALK TO THE EDGE OF ROADWAY.
- REPLACE ASPHALT AND CONCRETE DRIVEWAYS IN THEIR ENTIRETY REGARDLESS OF THE TRENCH WIDTH TO APPLICABLE JURISDICTIONAL AGENCY STANDARDS. CONCRETE, SUBGRADE, BASE AND SUPERPAVE ASPHALT TO MEET THE CRITERIA OF THE LAND DEVELOPMENT DESIGN STANDARDS MANUAL FOR RESIDENTIAL DRIVEWAYS.
- 2" BFO CONDUIT TO BE INSTALLED ALONG WITH FORCE MAIN. FOR HDD INSTALLATION METHOD, BFO CONDUIT SHALL BE PULLED WITH FORCE MAIN FOR OPEN CUT INSTALLATION METHOD, BFO CONDUIT TO BE PLACED DIRECTLY ON THE TOP OF FORCE MAIN.
- CONTRACTOR TO LOCATE EXISTING SS LATERAL PRIOR TO CONSTRUCTION. IF IN CONFLICT, CONTRACTOR SHALL ADJUST LATERAL PER DET-P6, SHEET D-4. LATERAL ADJUSTMENTS SHALL ONLY BE PERFORMED WITH PRIOR APPROVAL OF ENGINEER AND OWNER.
- CONTRACTOR TO LOCATE GAS MAIN PRIOR TO WATER MAIN CONSTRUCTION. CONTRACTOR TO COORDINATE WITH FLORIDA PUBLIC UTILITIES FOR ADJUSTMENT OR SUPPORT OF GAS MAIN.
- FOR HORIZONTAL DIRECTIONAL DRILLING, FLUID DRILLING PRESSURE WILL NOT EXCEED 10 PSI.

VERTICAL DATUM INFORMATION	
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)	
CONVERSION FACTOR	
NAVD88 + 1.50 = NGVD29 IN THIS AREA	

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

CLIENT



SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO SOUTHWIND DR.
FORCE MAIN & WATER MAIN CROSSING OF NORTHLAKE BLVD. AND C-17 CANAL

NORTH PALM BEACH, FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

DRAWING TITLE

WATER MAIN PROFILE

DRAWING NUMBER
WM-1
11 OF 15

BID SET

CLIENT



SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL 33410
TEL: (561) 627-2900

PROJECT INFORMATION
**JASMINE DR. TO
SOUTHWIND DR.
FORCE MAIN & WATER
MAIN CROSSING OF
NORTHLAKE BLVD.
AND C-17 CANAL**

NORTH PALM BEACH,
FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1" = 10'
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

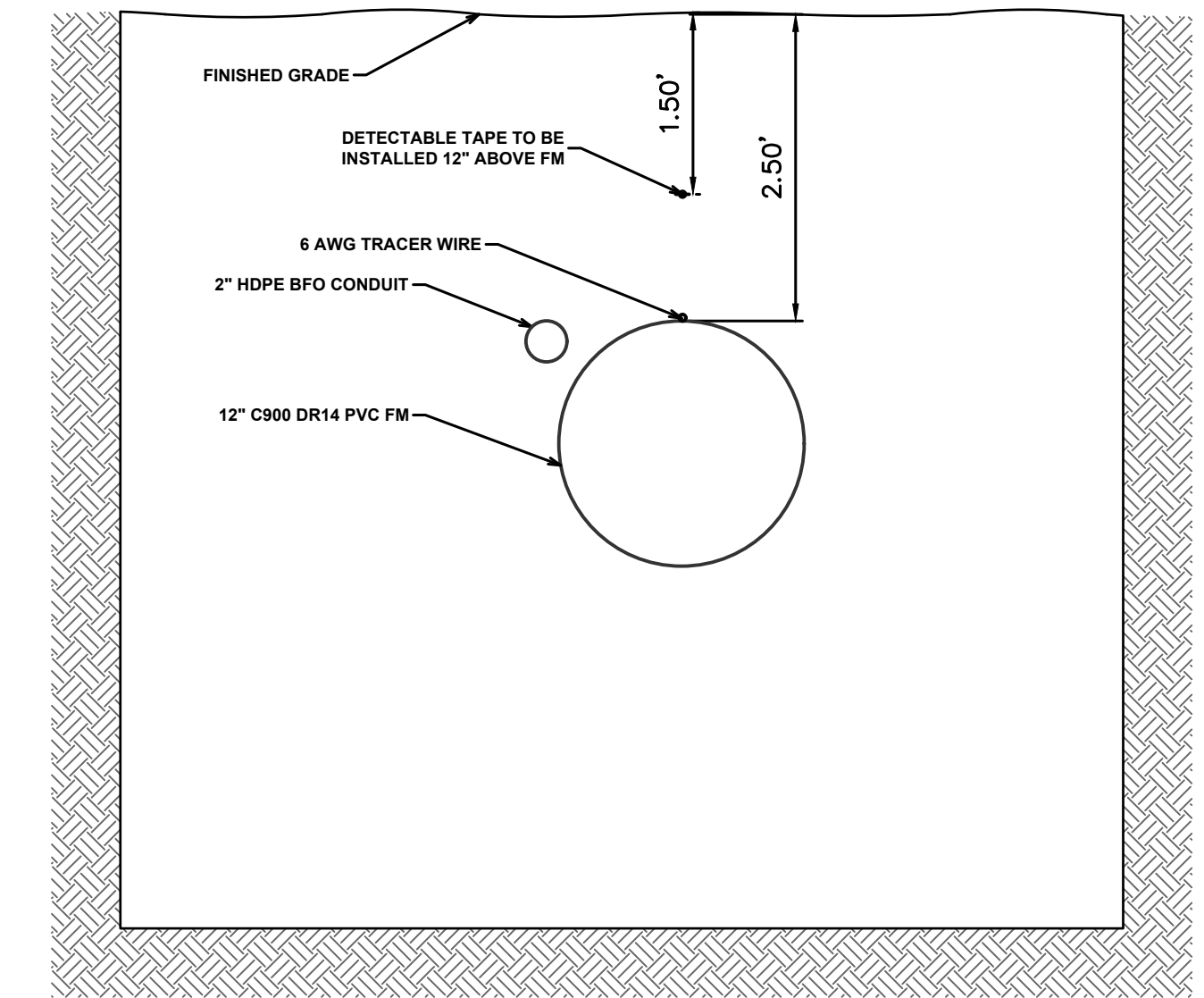
DRAWING TITLE

DETAILS

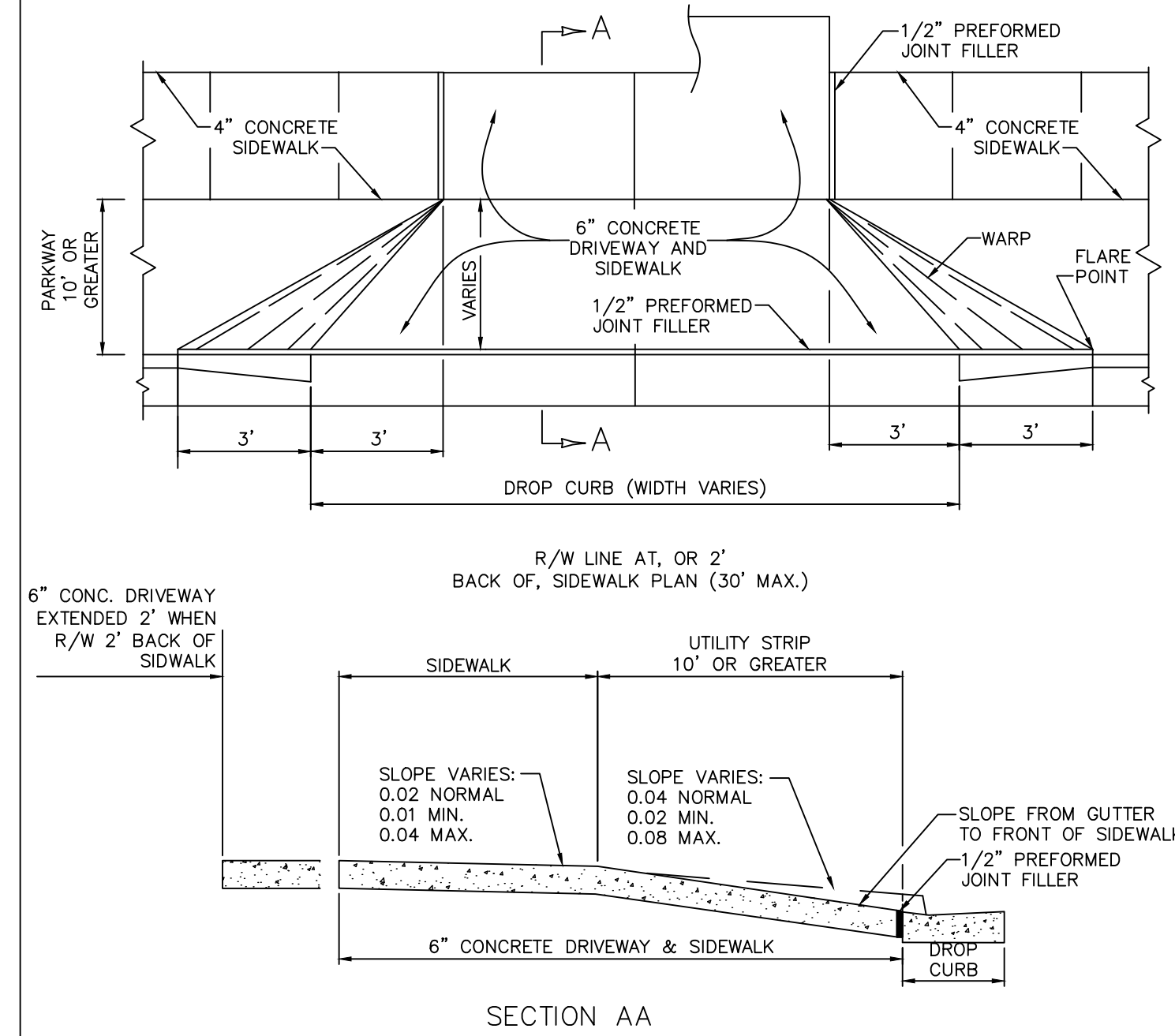
DRAWING NUMBER

D-1

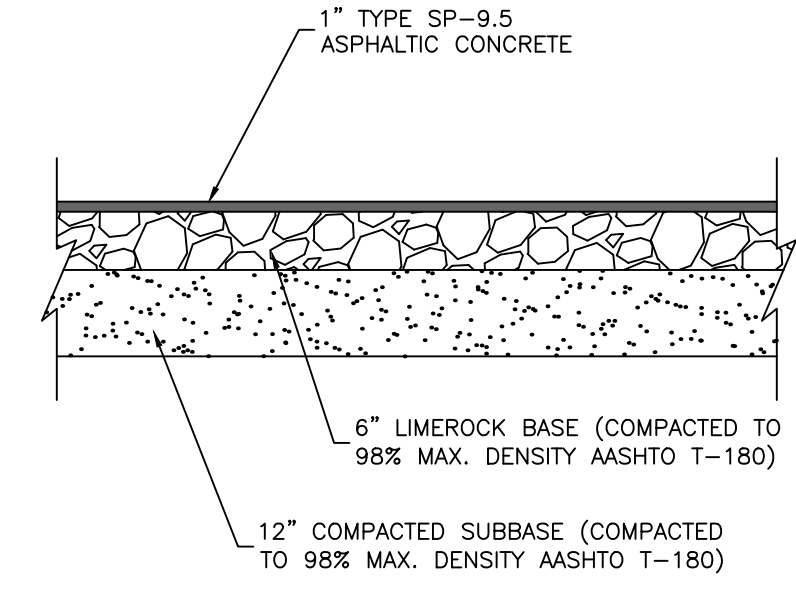
12 OF 15



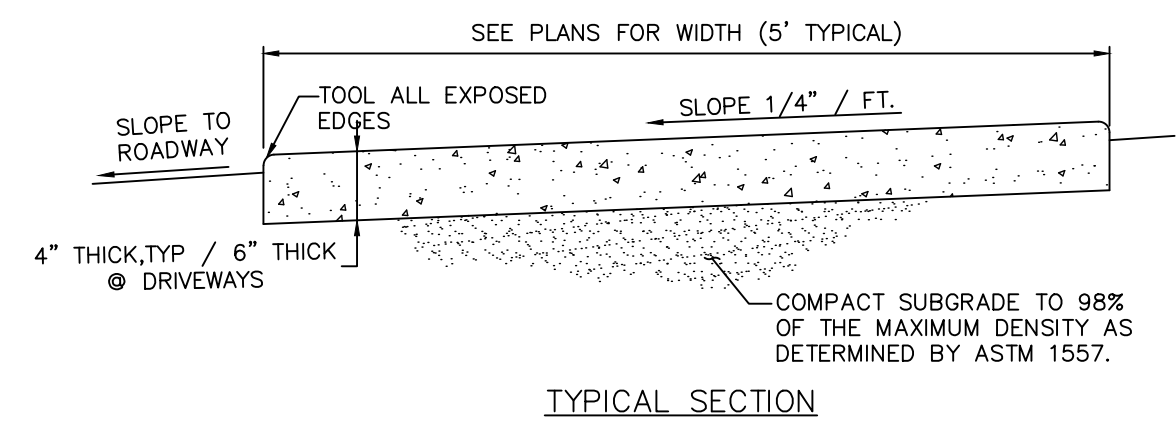
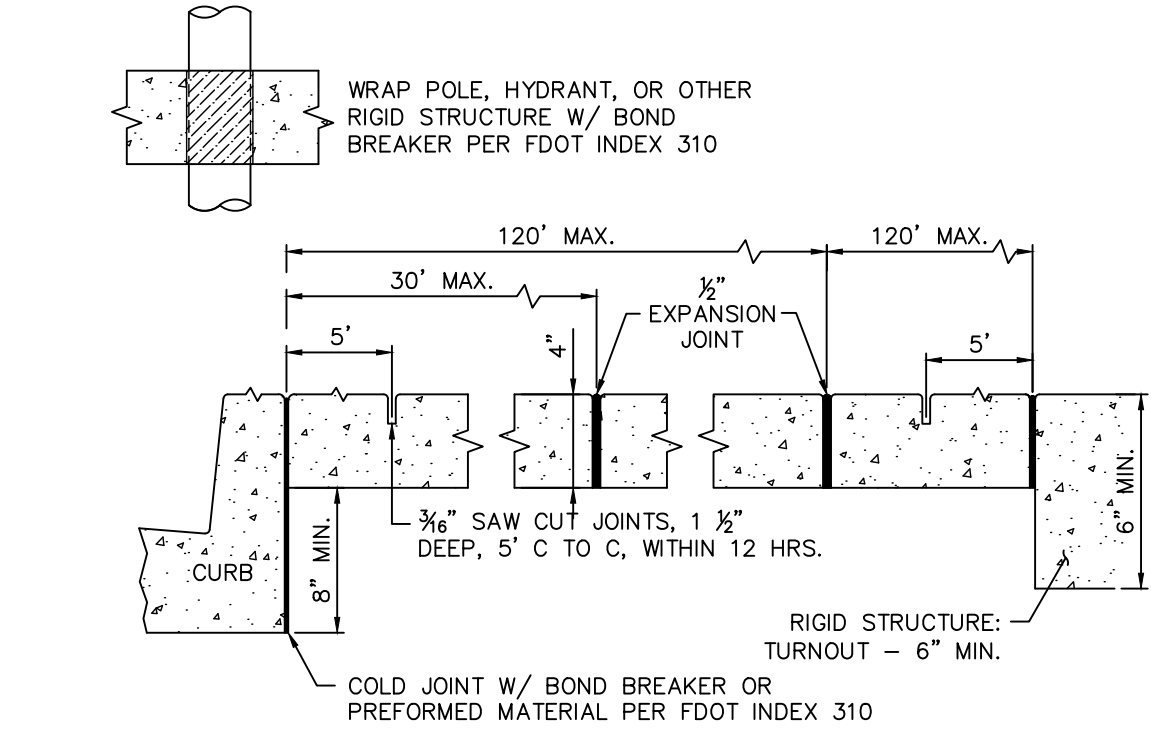
P4 FORCE MAIN TYPICAL SECTION
N.T.S.



P3 CONCRETE DRIVEWAY APRON
N.T.S.



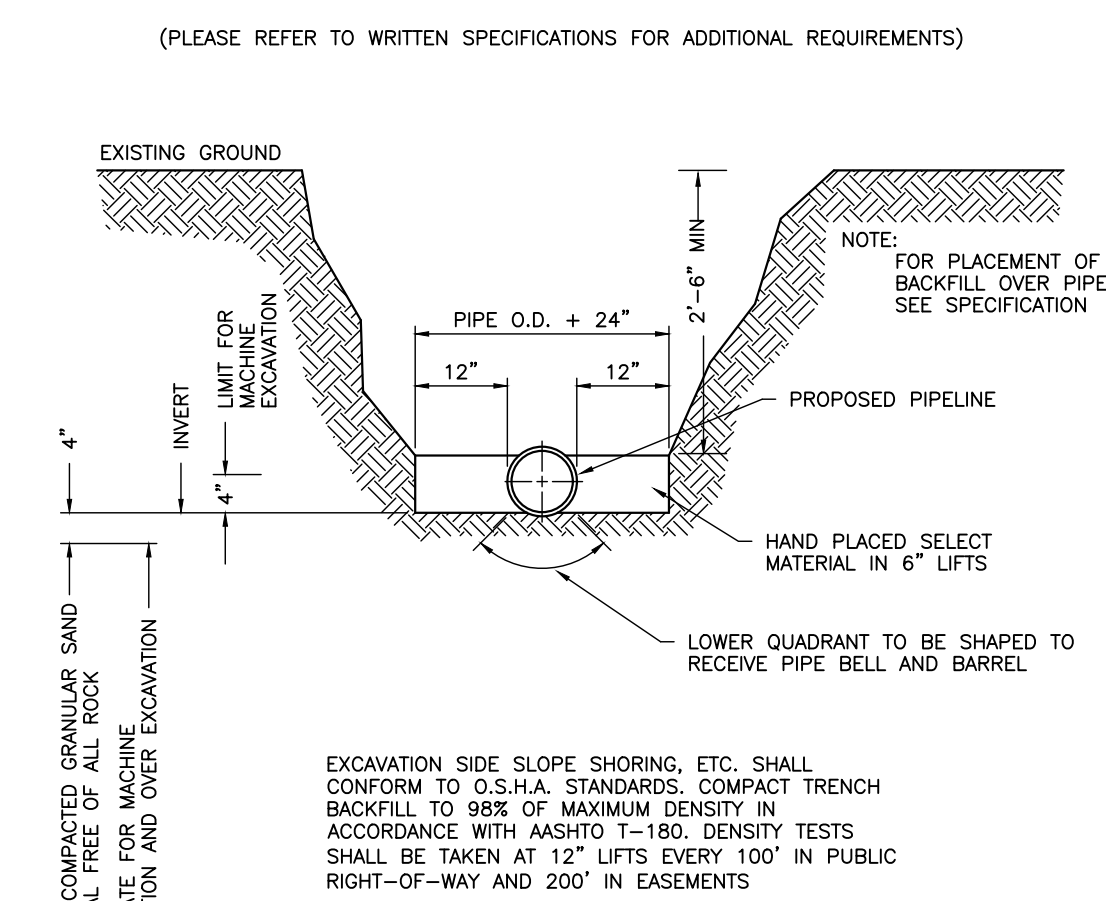
P2 ASPHALT PATHWAY
N.T.S.



P1 CONCRETE SIDEWALK
N.T.S.

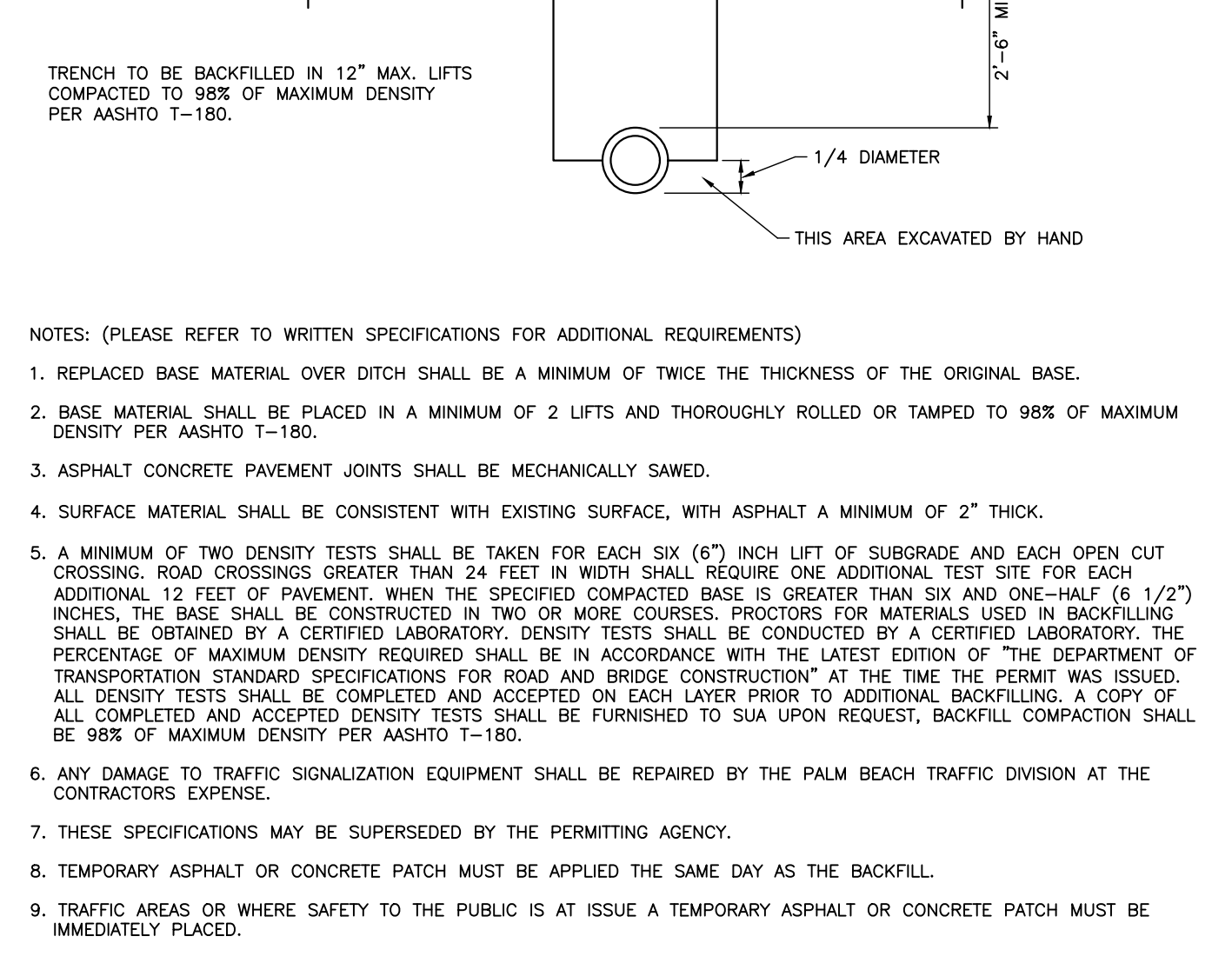
- NOTES:
- PROVIDE COLD JOINTS BETWEEN SIDEWALK AND CURB OR AT ANY OTHER RIGID STRUCTURE.
 - EXPANSION JOINTS SHALL BE PROVIDED AT 30 FT. MAXIMUM SPACING.
 - ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE SHALL BE 3,000 P.S.I. @ 28 DAYS FOR SIDEWALKS.
 - MINIMUM THICKNESS OF SIDEWALK SHALL BE 4 INCHES. CONCRETE DRIVEWAYS SHALL BE 6 INCHES THICK MINIMUM AND SHALL BE REINFORCED WITH FIBER MESH.
 - FOR SIDEWALKS OR DRIVEWAYS WITHIN R.O.W., COMPACT SUBGRADE TO 98% OF MAXIMUM DENSITY AS DETERMINED BY ASTM 1557.
 - MUST PROVIDE APPROVED MAINTENANCE OF TRAFFIC (MOT) FOR SIDEWALK CLOSURE.
 - BROOM FINISH SURFACE. NO PAINT OR OTHER FINISHES ALLOWED.
 - NO PATCH REPAIRS ALLOWED. FULL FLAG OF SIDEWALK MUST BE REMOVED.
 - FOR ALL OTHER, USE FDOT INDEX #310 AND SECTION 522 STANDARD SPECIFICATIONS.
 - ALL CONCRETE IN RIGHT-OF-WAY TO BE PROVIDED FROM A CONCRETE MIX PLANT. NO BAG CONCRETE ALLOWED.
 - IF SIDEWALK SECTION EXCEEDS 6 FT. WIDE, JOINT SPACINGS TO BE DETERMINED BY ENGINEER OF RECORD OR HIS / HER DESIGNEE.
 - ALL BATCH TICKETS TO BE PROVIDED TO CITY INSPECTOR.
 - BOND BREAKER MATERIAL CAN BE ANY IMPERMEABLE COATED OR SHEET MEMBRANE OR PREFORMED MATERIAL HAVING A THICKNESS OF NOT LESS THAN 6 MILS NOR MORE THAN 1/2".

- STANDARD WATER, RECLAIMED WATER AND SEWER SEPARATION STATEMENT
- STORM SEWER, GRAVITY WASTEWATER, FORCE MAINS AND RECLAIMED WATER MAINS CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED BETWEEN GRAVITY SEWER OR STORM SEWER, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/GRAVITY SEWER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN SIX (6) FEET BETWEEN ANY TWO JOINTS, BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE SIX (6) INCHES. WHERE THERE IS NO ALTERNATIVE TO STORM/MASTEWATER/FORCE MAIN/RECLAIMED WATER MAINS CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM TWELVE (12) INCH VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION, IN ALL OF THE ABOVE CASES D.I.P. IS NOT REQUIRED FOR STORM SEWER PIPE.
 - FORCE MAINS CROSSING RECLAIMED WATER MAINS OR STORM SEWER SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND THE OUTSIDE OF THE RECLAIMED WATER MAIN OR STORM SEWER AND THE RECLAIMED WATER MAIN SHALL CROSS OVER THE FORCE MAIN.
 - AT THE UTILITY CROSSING DESCRIBED IN ITEMS 1 AND 2 ABOVE, ONE FULL LENGTH OF DUCTILE IRON WATER MAIN PIPE SHALL BE CENTERED SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE JOINTS. WHERE THIS IS NOT POSSIBLE, JOINTS SHALL BE AT LEAST THREE (3) FEET FROM STORM SEWERS AND SIX (6) FEET FROM GRAVITY SEWER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS.
 - SEWER SERVICE LATERALS SHALL CROSS UNDER WATER MAINS WITH A MINIMUM VERTICAL SEPARATION OF TWELVE (12) INCHES. IF (12") VERTICAL SEPARATION CANNOT BE MAINTAINED, THEN THE WATER MAIN SHALL BE D.I.P. AND THE SEWER SERVICE LATERAL SHALL BE C-900 SDR 18 OR BETTER AND THE MINIMUM SEPARATION SHALL BE SIX (6) INCHES. WHEN IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER THE SEWER SERVICE LATERAL A MINIMUM VERTICAL SEPARATION OF AT LEAST TWELVE (12) INCHES MUST BE MAINTAINED, THE WATER MAIN SHALL BE D.I.P. AND THE SEWER LATERAL SHALL BE C-900 SDR 18 OR BETTER.
 - MAINTAIN MINIMUM TEN (10) FEET HORIZONTAL DISTANCE BETWEEN POTABLE WATER MAIN OR FORCE MAIN, RECLAIMED WATER MAIN, STORM SEWER OR GRAVITY SEWER MAIN OR ON SITE SEWAGE DISPOSAL SYSTEMS. ADDITIONAL SEPARATION MAY BE REQUIRED AS OUTLINED IN SECTION II OF S.U.A. STANDARDS.



Standard Trenching Procedure

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 2
Revision B-18



Pavement Replacement

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 4
Revision C-20

PUSH ON JOINT PIPE RESTRAINT REQUIREMENTS AT FITTINGS, VALVES AND DEAD ENDS

PIPE SIZE	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND	REDUCER	VALVE	DEAD END	TEE
4"	54"	54"	36"	36"	54"	72"	72"	72"
6"	54"	54"	36"	36"	54"	72"	72"	72"
8"	54"	54"	36"	36"	54"	72"	72"	72"
10"	54"	54"	36"	36"	54"	108"	108"	108"
12"	72"	72"	54"	54"	72"	108"	108"	108"
14"	72"	72"	54"	54"	72"	108"	108"	108"
16"	72"	72"	54"	54"	72"	154"	154"	154"
18"	72"	72"	54"	54"	72"	154"	154"	154"
20"	90"	90"	54"	54"	90"	154"	154"	154"
24"	90"	90"	54"	54"	90"	172"	172"	172"
30"	90"	90"	54"	54"	90"	180"	180"	180"
36"	90"	90"	54"	54"	90"	270"	270"	270"
42"	108"	108"	54"	54"	108"	270"	270"	270"
48"	108"	108"	54"	54"	108"	270"	270"	270"
54"	108"	108"	54"	54"	108"	270"	270"	270"

MINIMUM LENGTH OF PUSH ON JOINT PIPE WITH SPECIAL RESTRAINING GASKETS

- NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
- ALL BURIED PRESSURE MAINS SHALL INCLUDE A RESTRAINED JOINT SYSTEM. THE CONTRACTOR SHALL USE A DUCTILE IRON OR PVC RESTRAINING SYSTEM AS MANUFACTURED BY EBAA IRON, INC. (MEGALUG) OR APPROVED EQUAL FOR ALL MECHANICAL JOINT FITTINGS AND LOCKING GASKETS FOR PUSH-ON JOINT PIPE.
 - RESTRAINING LENGTHS SHOWN ARE THE MINIMUM LENGTH REQUIRED BASED ON A TEST PRESSURE OF 150 P.S.I.G. WITH A MINIMUM COVER OF 30".
 - THRUST BLOCKS, IN ADDITION TO THE ABOVE OUTLINED RESTRAINTS, SHALL ALSO BE REQUIRED AT ALL TIE-INS TO EXISTING LINES, ALL TAPPING TEES ON EXISTING LINES, ALL NEW HYDRANTS, ALL ABOVE-GROUND ASSEMBLIES 3" AND LARGER AND MAINS GREATER THAN 12" IN DIAMETER.
 - IF LENGTH BETWEEN MECHANICAL JOINT FITTINGS AND/OR VALVES IS LESS THAN THE MINIMUM LENGTHS SHOWN IN THIS TABLE, THE CONTRACTOR SHALL RESTRAIN THE ENTIRE LENGTH.
 - FOR ALL C900 PVC PIPE, ADD A SAFETY FACTOR OF 1.1 TO THE ABOVE LENGTHS.

Pipe Restraint Table

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 5
Revision A-15

Plot Date: 4/6/2023 10:54:55 AM
User Name: nmsuick
Layout Name: D-1
Folder Path: V:\Projects\2020\20-291.030 - jasmine dr to southwind dr fm crss\Design\CAD\Sheets
Filename: 20-291.030 Details.dwg

BID SET

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

- CONCRETE COLLAR MAY NOT BE REQUIRED IN PAVED AREAS IF PAVEMENT SURFACE IS FINISHED PRIOR TO FINAL INSPECTION AND VALVE BOX LID IS AT FINISHED GRADE.
- WHEN VALVE IS DEEPER THAN 48" AN EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT TO 24" OF FINISHED GRADE.
- TWO OF THE FOLLOWING FORMS OF RESTRAINT SHALL BE USED WHEN PIPE IS GREATER THAN 12".
 - APPROVED MECHANICAL JOINT RESTRAINT (i.e. MEGALUG)
 - THE RODS AND NUTS EQUAL IN DIA. TO TEE BOLTS AND NUTS, COATED WITH KOP-COAT 300-M OR APPROVED EQUAL.

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision A-15
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 10

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

- FOR VERTICAL SEPARATION SEE "WATER, RECLAIMED WATER AND SEWER SEPARATION STATEMENT" DETAIL.
- ONE OF THE FOLLOWING FORMS OF RESTRAINT SHALL BE USED FROM FITTING TO FITTING FOR PIPE SIZES UP TO AND INCLUDING 12", FOR PIPE SIZES GREATER THAN 12" BOTH FORMS OF RESTRAINT SHALL BE USED.
 - APPROVED MECHANICAL JOINT RESTRAINT (i.e. MEGALUG)
 - THE RODS AND NUTS EQUAL IN DIA. TO TEE BOLTS AND NUTS, COATED WITH KOP-COAT 300-M OR APPROVED EQUAL.
- THE DEFLECTION TYPE CROSSING IS PREFERRED, BUT IN INSTANCES WHERE THE FITTING TYPE DEFLECTION IS USED, 22 1/2" BENDS ARE PREFERRED.
- NEVER EXCEED 75% OF MANUFACTURERS RECOMMENDED MAXIMUM JOINT DEFLECTION.
- PIPE SHALL BE RESTRAINED FOR A MINIMUM DISTANCE OF 60" FROM EACH TOP DEFLECTION. SEE "PIPE RESTRAINT LAYOUT" DETAIL FOR ADDITIONAL RESTRAINT DISTANCES FOR PIPE GREATER THAN 12".
- ALL JOINTS IN DEFLECTIONS SHALL BE AS-BUILT ON THE RECORD DRAWINGS.

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-20
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 14

INSTALLATION PROTOCOL

- ALL PIPE IS TO BE LAID IN A CLEAN DRY TRENCH.
- ALL MUCK AND UNSUITABLE MATERIALS ENCOUNTERED IN TRENCH BOTTOM SHALL BE REMOVED AND REPLACED WITH COMPACTED GRANULAR MATERIAL TO 98% OF MAXIMUM DENSITY PER AASHTO T-180. PROCTOR AND DENSITY TEST RESULTS SHALL BE SUBMITTED TO EOR WITH A COPY TO AUTHORITY.
- ALL BACKFILL SHALL BE PLACED IN 12 INCH LIFTS AND COMPACTED BY MECHANICAL MEANS TO 98% OF MAXIMUM DENSITY PER AASHTO T-180 OR AS OTHERWISE REQUIRED BY THE PERMITTING AGENCY.
- UTILITIES CROSSING ROAD RIGHT-OF-WAY SHALL BE INSTALLED PRIOR TO ROAD CONSTRUCTION AND BACKFILLED AND COMPACTED WITHIN RIGHT-OF-WAY LIMITS IN STRICT ACCORDANCE WITH THE DIRECTIONS OF THE EOR AND REQUIREMENTS OF ALL AGENCIES OF JURISDICTION.
- EMBEDMENT MATERIALS BELOW PIPE SHALL CONFORM TO UNIFIED SOIL CLASSIFICATION SYSTEM (U.S.C.S.) SOIL CLASSIFICATION CLASS 1 OR II AS NOTED IN ASTM D2321.
- ALL LINES UNDER CONSTRUCTION SHALL BE PLUGGED WITH A WING PLUG, AND ALL PRESSURE PIPES ARE TO BE PLUGGED WITH A MECHANICAL PLUG OR CAP AT THE END OF THE WORKING DAY TO PREVENT GROUND WATER AND POTENTIAL CONTAMINANTS FROM ENTERING COMPLETED LINES AND LINES UNDER CONSTRUCTION.
- ABOVE GROUND PIPING, INCLUDING BUT NOT LIMITED TO, AERIAL CROSSINGS, LIFT STATION PIPING, FIRE LINES, METER/BACKFLOW PREVENTION DEVICE ASSEMBLIES, ETC. SHALL BE FLANGED AND BE COATED IN THE FOLLOWING MANNER:
 - PRIMER: TNEEC-MODIFIED POLYAMIDAMINE EPOXY #135 (3.0 TO 5.0 MILS DFT) ALUMINUM COLOR
 - INTERMEDIATE COAT: TNEEC-MODIFIED POLYAMIDAMINE EPOXY (3.0 TO 5.0 MILS DFT) OFF WHITE COLOR
 - FINISH COAT: SERIES 1074 ENDURA-SHIELD, DFT.
 THE FINISHED COAT OF PAINT SHALL BE GREEN IN COLOR FOR SANITARY SEWER, LAVENDER FOR RECLAIMED APPURTENANCES AND BLUE FOR POTABLE WATER APPURTENANCES.
- ALL FLANGED PIPE SHALL BE CALKED BETWEEN EACH FLANGE AND THREADS WITH SIKA 1 A URETHANE CALK AFTER BLASTING AND PRIOR TO PRIMING.
- ALL TIE RODS, BOLTS, NUTS, ETC. INSTALLED UNDERGROUND MUST BE COR TEN OR APPROVED EQUAL AND SHALL BE PAINTED WITH KOPPERS 300-M OR AN AUTHORITY APPROVED EQUAL. BRASS AND STAINLESS STEEL HARDWARE IS EXEMPT FROM THIS REQUIREMENT.
- COATINGS AND LININGS DAMAGED DUE TO MISHANDLING OR OTHERWISE, MUST BE REPLACED. COATING AND LININGS DAMAGED DUE TO FIELD CUTTING SHALL BE REPAIRED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, CEMENT MORTAR AND POLYETHYLENE PIPE LININGS, PROTECTO 401, GALVANIZED COATINGS, PVC FENCE COATINGS AND OTHER TYPE COATINGS. APPROVAL MUST BE OBTAINED FROM AUTHORITY PRIOR TO PERFORMING COATING AND LINING REPAIRS. INSPECTIONS OF ALL REPAIRS ARE REQUIRED.
- ALL STAINLESS STEEL NUTS, BOLTS AND HARDWARE REFERENCED IN THESE STANDARDS, SHALL BE SS 316 GRADE AND SHALL BE SO STAMPED BY THE MANUFACTURER TO VERIFY ALLOY. THE USE OF ANY OTHER STAINLESS STEEL ALLOY WILL REQUIRE SPECIFIC APPROVAL BY AUTHORITY. IN GENERAL, STAINLESS STEEL NUTS, BOLTS AND HARDWARE ARE REQUIRED IN AND AROUND LIFT STATIONS AND FOR FACILITIES INSTALLED OVER OR UNDER BRACKISH OR MARINE WATERS. THIS REQUIREMENT APPLIES TO FLANGE BOLTS AND NUTS ON FLANGED PIPING, MOUNTING BRACKETS, ALL THREAD ROD, ANCHOR BOLTS, WASHERS, CLAMPS AND OTHER MISCELLANEOUS HARDWARE. ANTI-GALLING COMPOUND ANTI-SEIZE LUBRICANT SHALL BE APPLIED TO THE THREADS OF ALL STAINLESS STEEL BOLTS PRIOR TO INSTALLATION. ANTI-SEIZE LUBRICANT SHALL BE GRAPHITE 50 ANTI-SEIZE BY LOCITTE CORPORATION, 1000 ANTI-SEIZE PASTE BY DOW CORNING OR 3M LUBE AND ANTI-SEIZE BY 3M.
- RUBBER AND SYNTHETIC ELASTOMERIC COMPONENTS OF PRODUCTS THAT COME IN CONTACT WITH POTABLE WATER SHALL BE MANUFACTURED WITH CHLORAMINE RESISTANT ELASTOMERS AND SHALL BEAR NSF APPROVAL.
- ALL MAN, INCLUDING FITTINGS, SHALL BE EASILY IDENTIFIABLE AS TO THEIR CONTENTS AND SHALL BE COLOR CODED OR MARKED USING THE UNIVERSAL COLOR CODE OF BLUE FOR WATER, GREEN FOR SEWER AND LAVENDER FOR RECLAIMED. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPES WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-20
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 15

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-20
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 15

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

- REQUIRED FOR HDD AND PVC MAINS AND AS DIRECTED BY SUA.
- 800" MAXIMUM SPACING BETWEEN TURNER WIRE ACCESS BOXES.
- 1/2" X 8" COPPER CLAD GROUND RODS SHALL BE UTILIZED AT BOTH TERMINAL ENDS OF THE TRACER WIRE AND BE ACCESSIBLE.
- 1/2" X 20" COPPER CLAD GROUND ROD SHALL BE UTILIZED WHERE PIPE IS BELOW WATER TABLE.

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-19
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 44

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

- IN GREEN AREAS OR ANY AREA DEEMED TO HAVE QUESTIONABLE DRAINAGE, A WATER TIGHT MANHOLE INSERT SUCH AS "SEWER GUARD" OR APPROVED EQUAL WILL BE REQUIRED.
- APPROVED MANHOLES (DOUBLE COVER TYPE):
 - U.S. FOUNDRY MODEL No. 235-AB-M
 - VULCAN FOUNDRY MODEL No. VM-101
- CONCRETE COLLAR IS REQUIRED ONLY WHEN MANHOLE IS OUT OF PAVEMENT.

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision A-15
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 50

PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision D-20
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 55

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision D-20
DATE APPROVED: AUGUST 26, 2020
DRAWING No. 55

CLIENT

SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL, 33410
TEL: (561) 627-2900

PROJECT INFORMATION
JASMINE DR. TO
SOUTHWIND DR.
FORCE MAIN & WATER
MAIN CROSSING OF
NORTHLAKE BLVD.
AND C-17 CANAL

NORTH PALM BEACH,
FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1" = 10'

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

DRAWING TITLE

DETAILS

DRAWING NUMBER
D-2

13 OF 15

Plot Date: 4/6/2023 10:55:00 AM Username: nmusicck Layout Name: D-2
Folder Path: V:\Projects\2020\20-291.030 - Jasmine Dr to Southwind Dr fm crss\Design\CAD\Sheets
Filename: 20-291.030 Details.dwg

BID SET

CLIENT



SEACOAST UTILITY AUTHORITY
4200 HOOD RD.
PALM BEACH GARDENS, FL 33410
TEL: (561) 627-2900

PROJECT INFORMATION
**JASMINE DR. TO
SOUTHWIND DR.
MAIN CROSSING OF
NORTHLAKE BLVD.
AND C-17 CANAL**

NORTH PALM BEACH,
FLORIDA

PROJECT NUMBER
20-291.030

CLIENT PROJECT NUMBER
N2020

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
04/06/2023

DESIGNED BY
SD

DRAWN BY
NM

CHECKED BY
SB

DRAWING TITLE

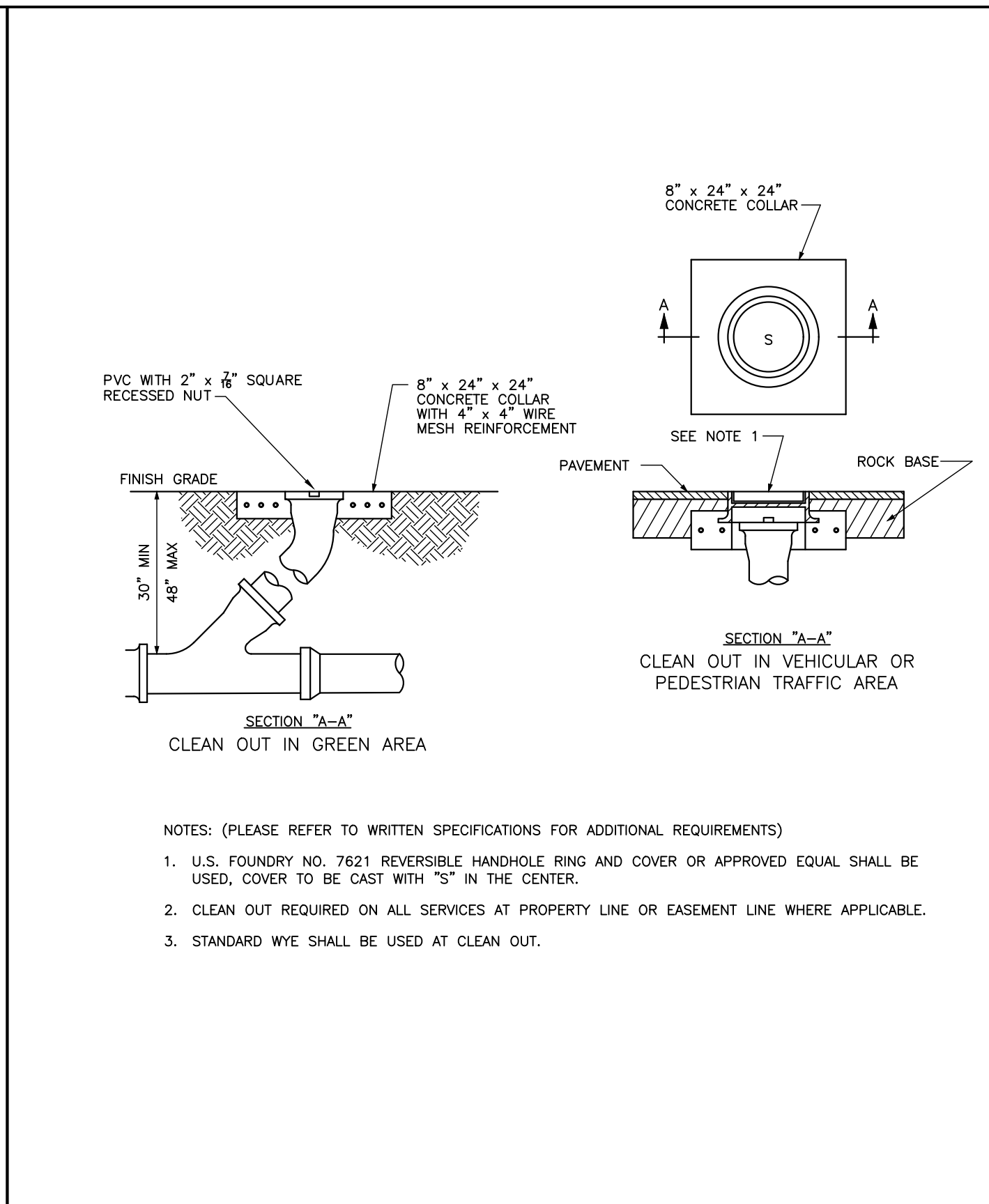
DETAILS

DRAWING NUMBER

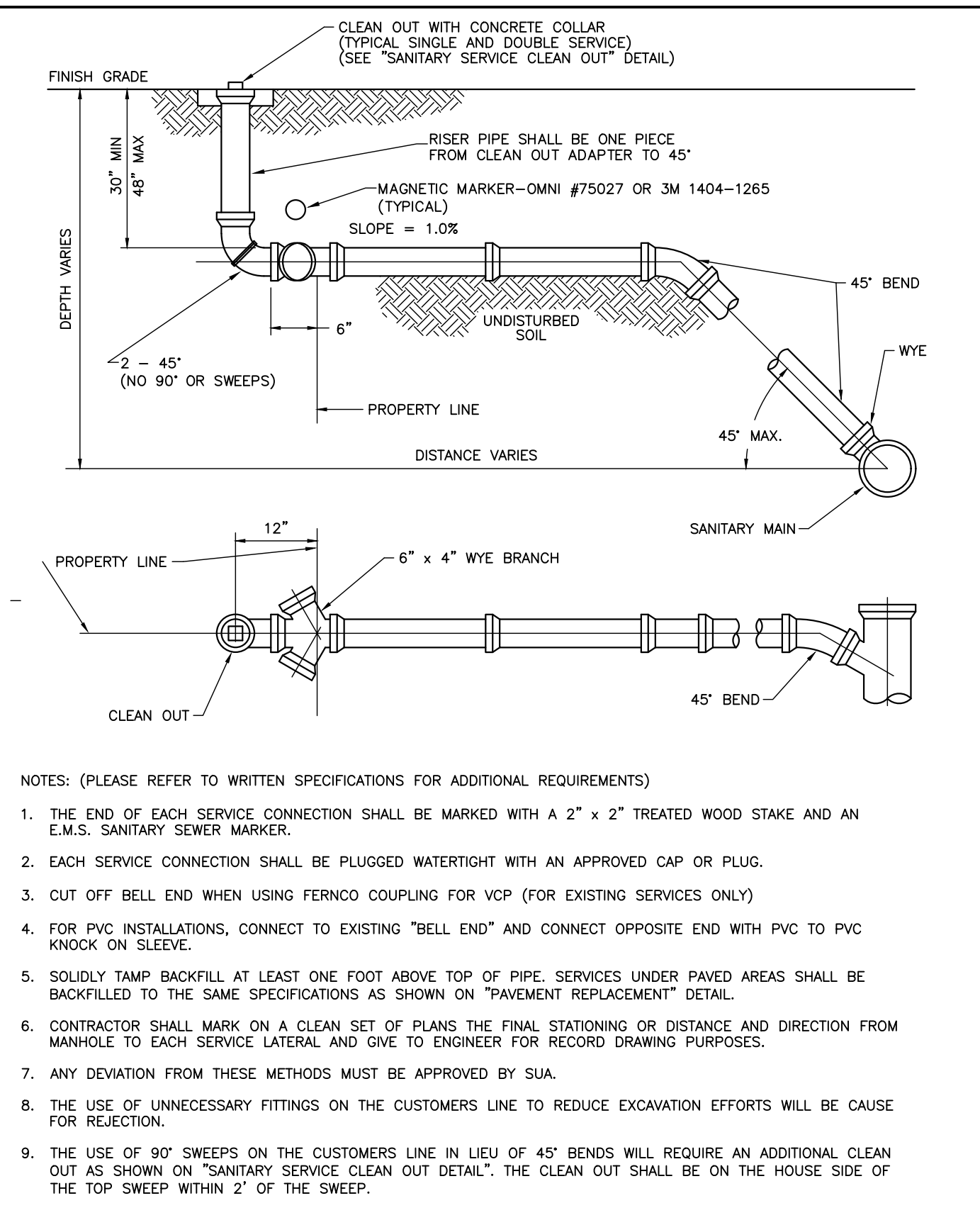
D-3

14 OF 15

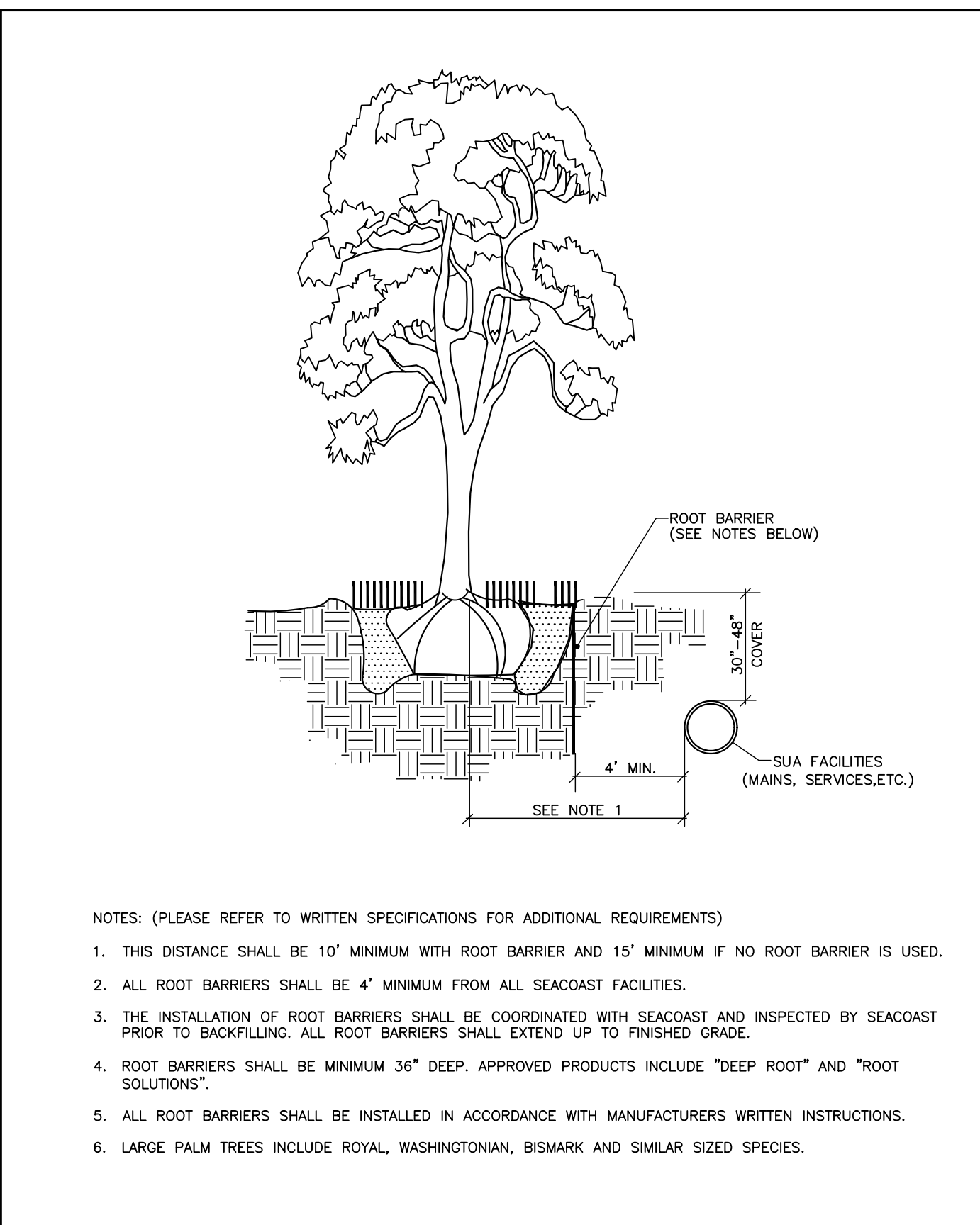
BID SET



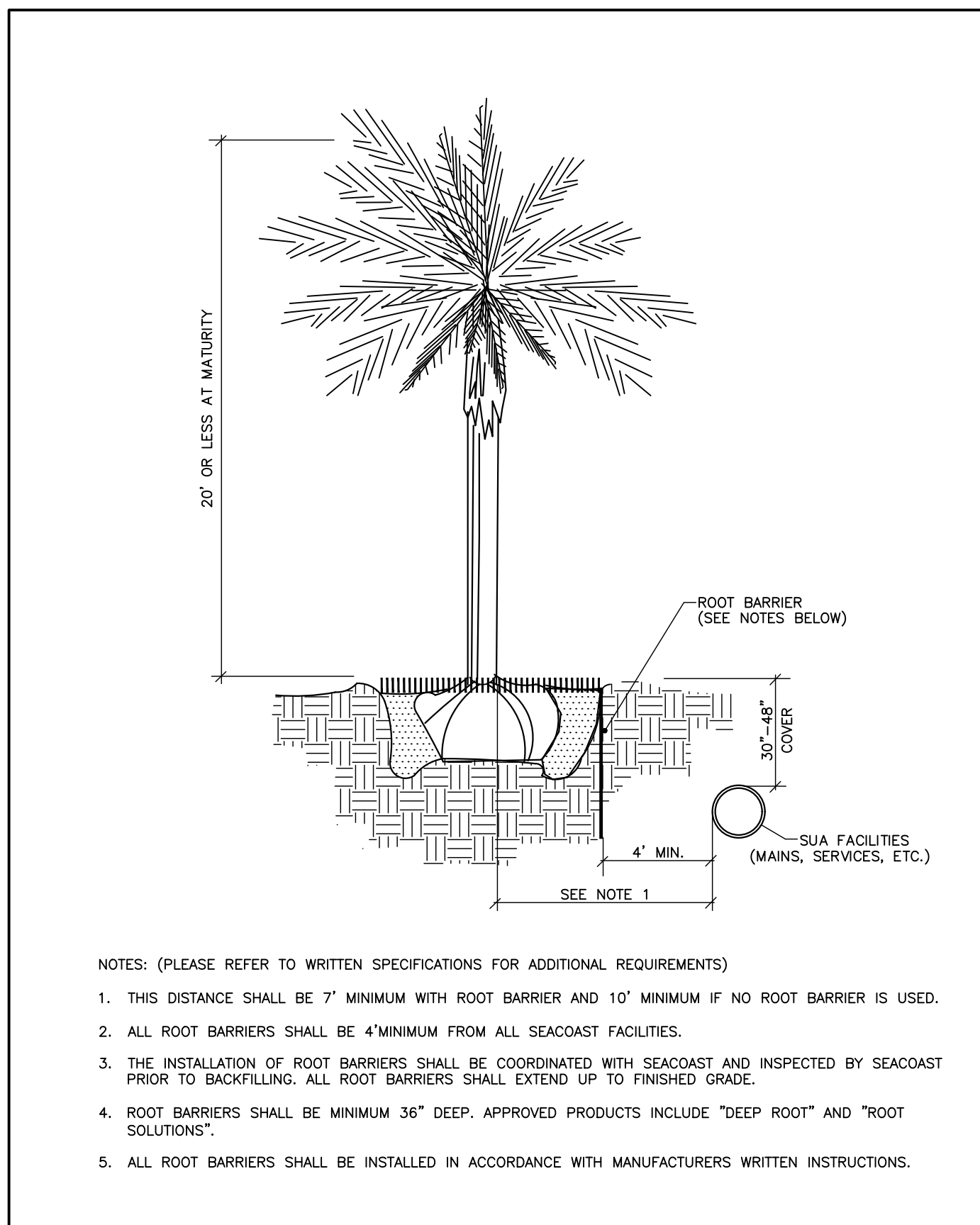
SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-20
DRAWING No. 59
DATE APPROVED: AUGUST 26, 2020



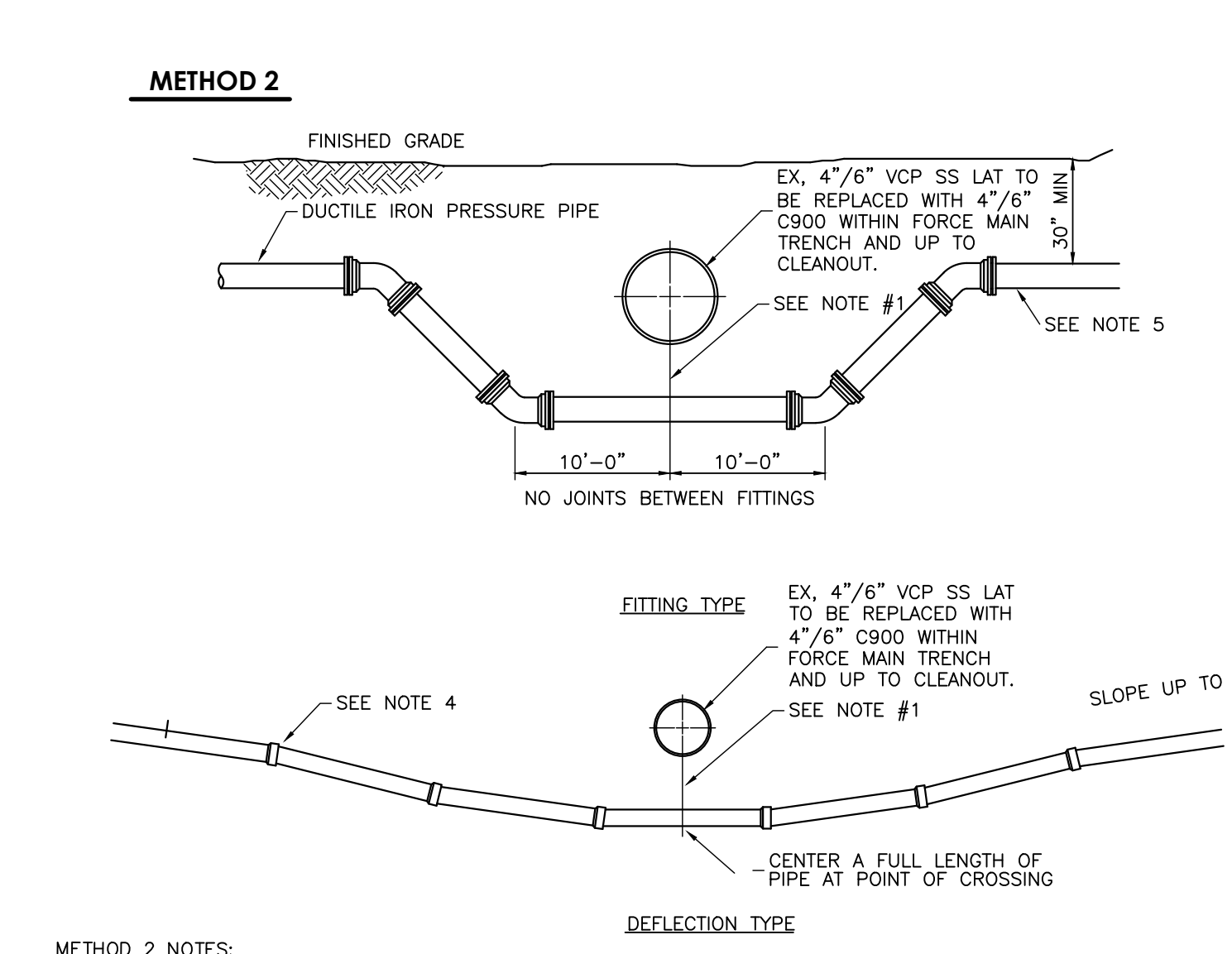
SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision B-20
DRAWING No. 57
DATE APPROVED: AUGUST 26, 2020



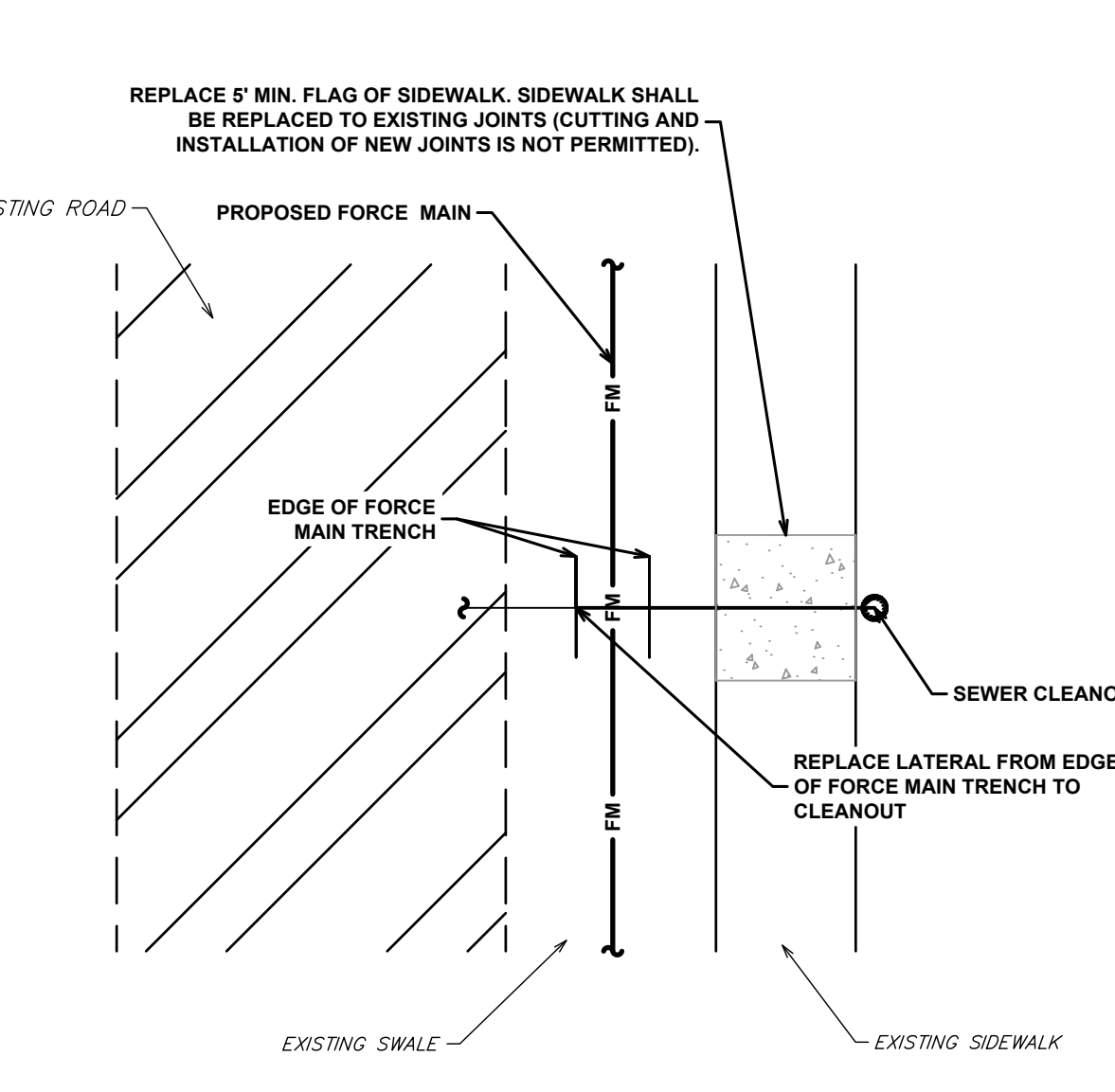
SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-16
DRAWING No. 91
DATE APPROVED: AUGUST 26, 2020



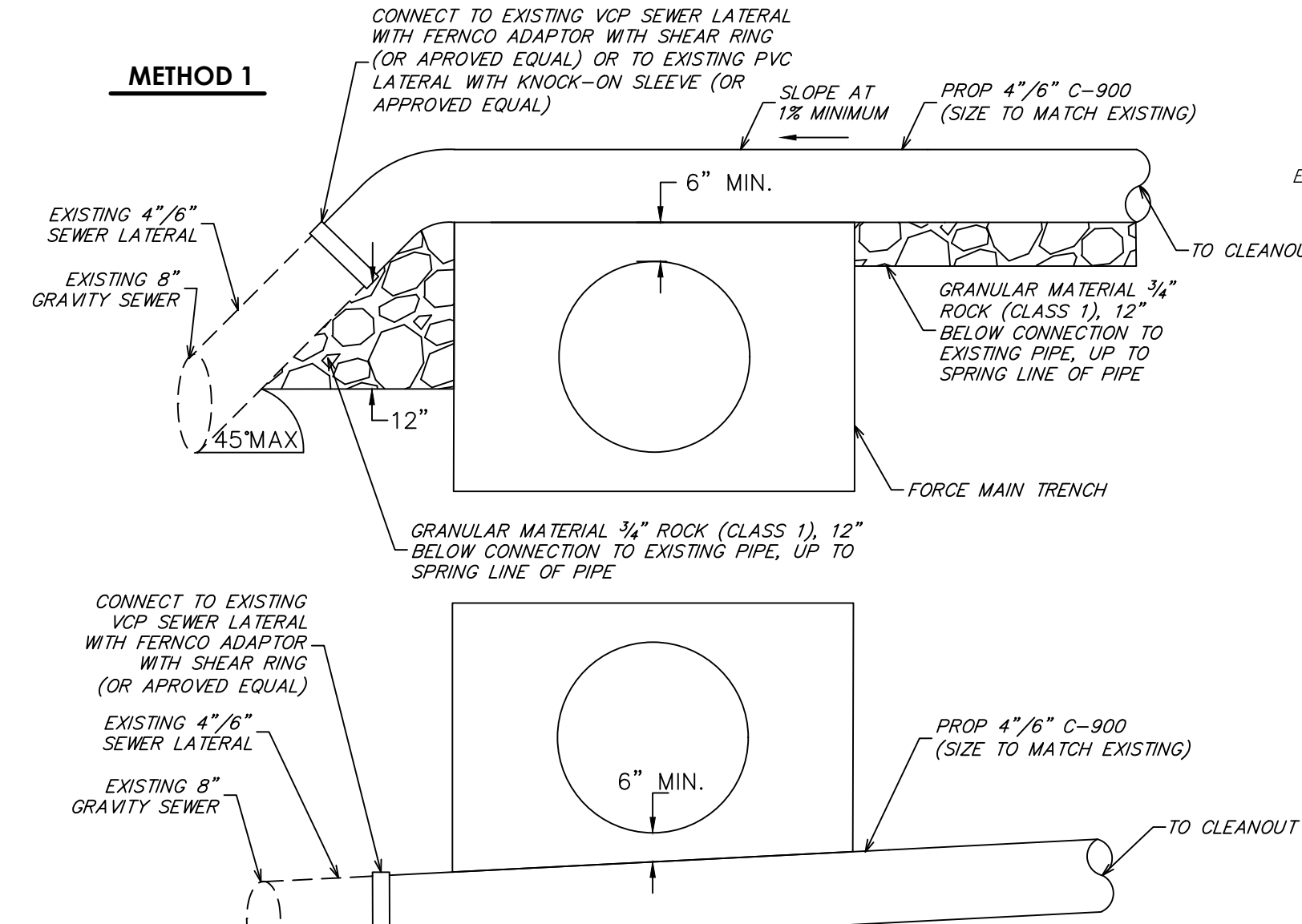
SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS
Revision C-16
DRAWING No. 90
DATE APPROVED: AUGUST 26, 2020



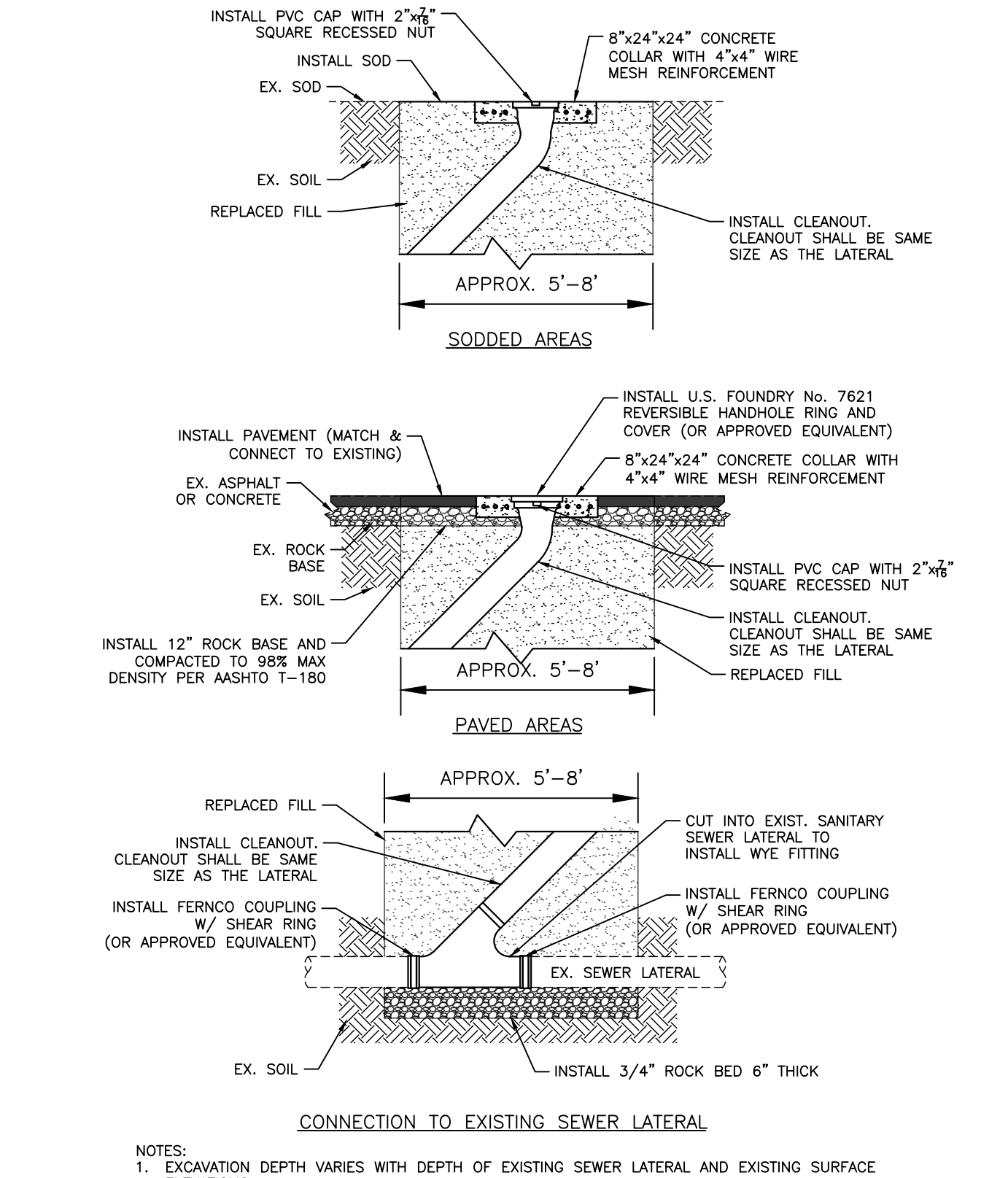
METHOD 2 NOTES:
1. FOR VERTICAL SEPARATION SEE "WATER, RECLAIMED WATER AND SEWER SEPARATION STATEMENT" DETAIL.
2. ONE OF THE FOLLOWING FORMS OF RESTRAINT SHALL BE USED FROM FITTING TO FITTING FOR PIPE SIZES UP TO AND INCLUDING 12". FOR PIPE SIZES GREATER THAN 12" BOTH FORMS OF RESTRAINT SHALL BE USED.
A) APPROVED MECHANICAL JOINT RESTRAINT. (I.E. MEGALUG)
B) THE RODS AND NUTS EQUAL IN DIA. TO TEE BOLTS AND NUTS, COATED WITH KOP-COAT 300-M OR APPROVED EQUAL.
3. THE DEFLECTION TYPE CROSSING IS PREFERRED, BUT IN INSTANCES WHERE THE FITTING TYPE DEFLECTION IS USED, 22 1/2" BENDS ARE PREFERRED.
4. DO NOT EXCEED 75% OF MANUFACTURERS RECOMMENDED MAXIMUM JOINT DEFLECTION.
5. PIPE SHALL BE RESTRAINED FOR A MINIMUM DISTANCE OF 60" FROM EACH TOP DEFLECTION. SEE "PIPE RESTRAINT TABLE" DETAIL FOR ADDITIONAL RESTRAINT DISTANCES FOR PIPE GREATER THAN 12".



GENERAL NOTES:
1. CONTRACTOR TO INVESTIGATE SANITARY LATERALS PRIOR TO CONSTRUCTION AND PROVIDE PLAN TO OWNER AND ENGINEER FOR METHOD OF CONFLICT RESOLUTION PER THIS DETAIL ONE (1) WEEK PRIOR TO FORCE MAIN INSTALLATION IN THAT AREA.
2. SANITARY SEWER ADJUSTMENTS SHALL ONLY BE PERFORMED IF SANITARY SEWER LATERAL IS IN DIRECT CONFLICT WITH PROPOSED FORCE MAIN.
3. OWNER AND ENGINEER MUST APPROVE OF CONFLICT RESOLUTION METHOD PRIOR TO CONSTRUCTION.
4. OPEN CUT OF PAVEMENT FOR LATERAL ADJUSTMENTS WILL NOT BE PERMITTED UNLESS APPROVED BY OWNER AND ENGINEER.
5. FORCE MAIN SHALL CROSS OVER SANITARY SEWER LATERALS WITH 30" GROUND COVER WHERE POSSIBLE. IF THIS IS NOT POSSIBLE, METHOD 1 SHALL BE USED IF SANITARY SEWER LATERAL SLOPES CAN BE MAINTAINED. METHOD 2 SHALL BE USED IF THE ABOVE TWO ITEMS ARE NOT POSSIBLE.



METHOD 1 NOTES:
1. EXTENT OF LATERAL ADJUSTMENT SHALL AT A MINIMUM BE THE WIDTH OF THE FORCE MAIN TRENCH. THE ADJUSTED LATERAL SHALL EXTEND PAST THE FORCE MAIN TRENCH AS NEEDED TO MAINTAIN A MINIMUM 1% SLOPE OR MAXIMUM 45" ANGLE TO PROPERTY LINE.

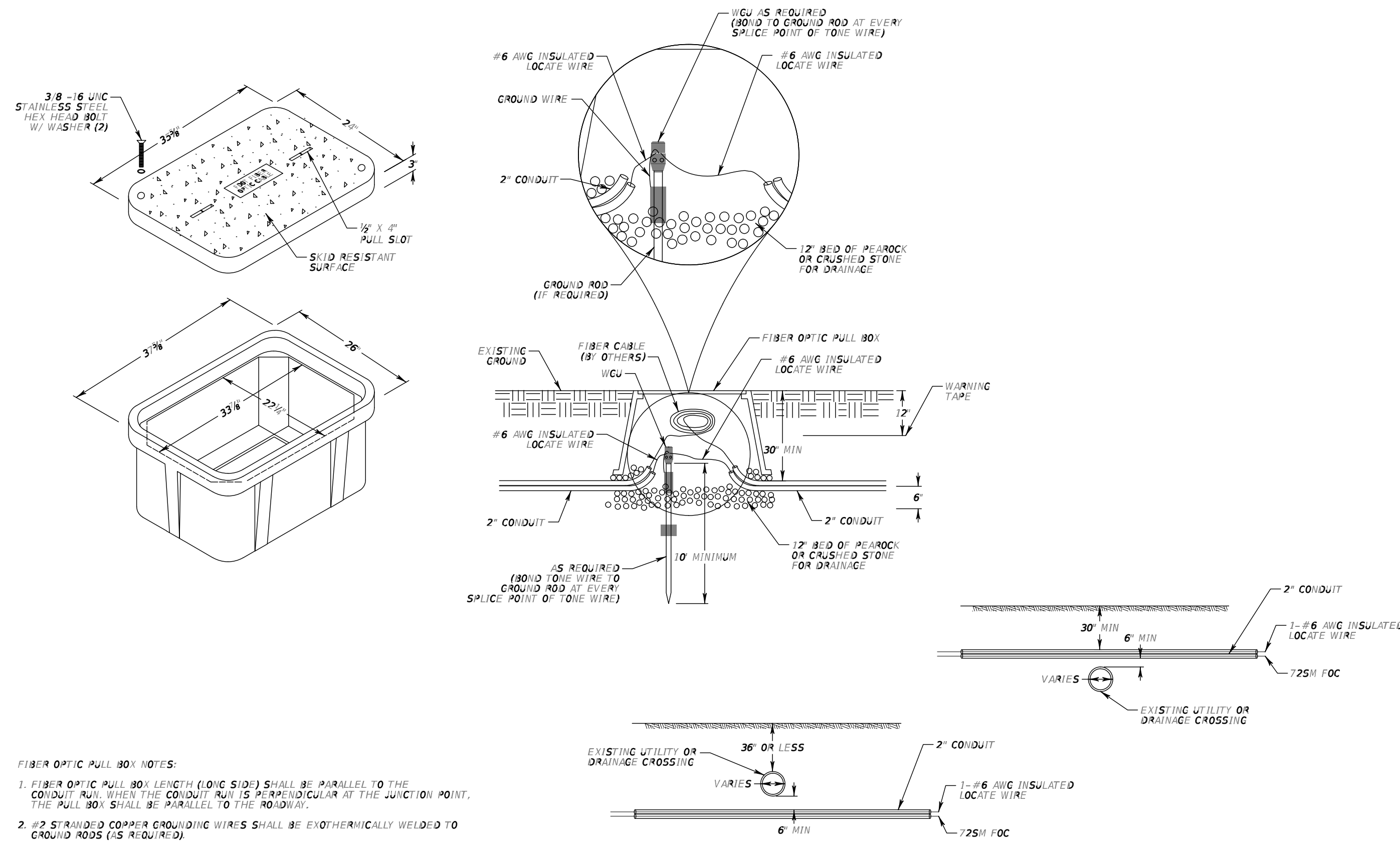


CONNECTION TO EXISTING SEWER LATERAL
NOTES:
1. EXCAVATION DEPTH VARIES WITH DEPTH OF EXISTING SEWER LATERAL AND EXISTING SURFACE ELEVATIONS.
2. CONCRETE COLLARS SHALL BE MATCHED TO EXISTING GRADES IN WORK AREA.

**SANITARY SEWER LATERAL ADJUSTMENTS
FOR PROPOSED FORCE MAIN**

P6
N.T.S.

Plot Date: 4/6/2023 10:55:05 AM Username: nmsuick Layout Name: D-3
Folder Path: V:\Projects\2020\20-291.030 - Jasmine Dr to southwind dr fm crss\Design\CAD\Sheets
Filename: 20-291.030 Details.dwg



FIBER OPTIC PULL BOX NOTES:

1. FIBER OPTIC PULL BOX LENGTH (O.V.C. SIZE) SHALL BE PARALLEL TO THE CONDUIT RUN. WHEN THE CONDUIT RUN IS PERPENDICULAR AT THE JUNCTION POINT, THE PULL BOX SHALL BE PARALLEL TO THE ROADWAY.
2. #2 STRANDED COPPER GROUNDING WIRES SHALL BE EXOTHERMICALLY WELDED TO GROUND RODS (AS REQUIRED).

P7 PULL BOX AND CONDUIT
N.T.S.

FDOT PULL BOX NOTES:

PULL BOXES:

1. INSTALL PULL BOXES IN ACCORDANCE WITH THE DESIGN STANDARDS, INDEX NO. 17700.
2. ENSURE PULL BOXES ARE SIZED FOR THE AMOUNT OF CABLE TO BE PLACED INSIDE.
3. ENSURE THAT THE PULL BOX COVER IS FLUSH WITH THE FINISHED GRADE OR SIDEWALK.
4. DO NOT INSTALL PULL BOXES IN ROADWAYS, DRIVEWAYS, PARKING AREAS, DITCHES OR PUBLIC SIDEWALK CURB RAMP.
5. AVOID PLACING PULL BOXES IN LOW-LYING LOCATIONS WITH POOR DRAINAGE.
6. ENSURE THAT PULL BOXES HOUSE FIBER OPTIC CABLE WITHOUT SUBJECTING THE CABLE TO A BEND RADIUS LESS THAN 14 TIMES THE DIAMETER OF THE CABLE.

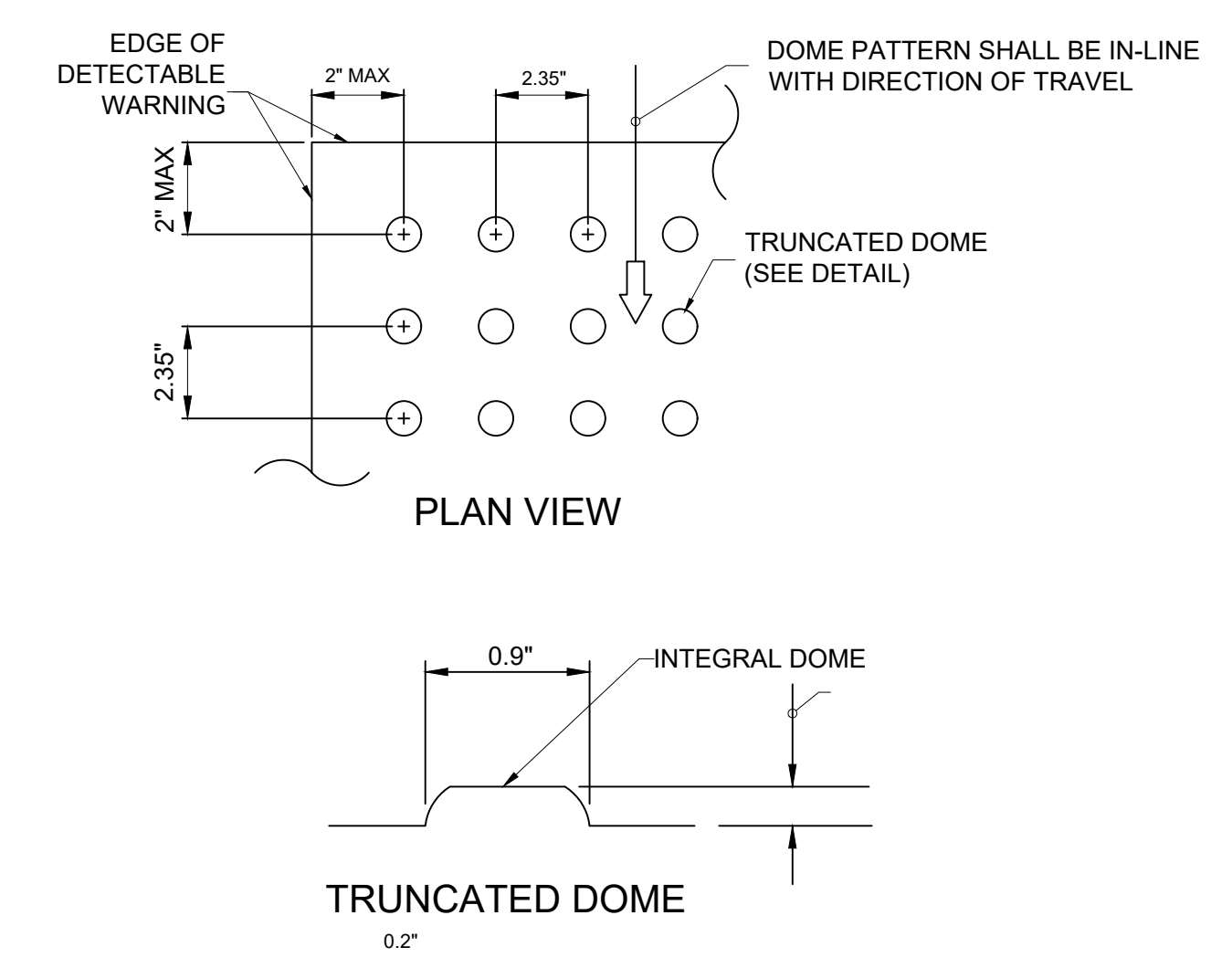
PLACEMENT AND SPACING:

1. PLACE PULL BOXES AS SHOWN IN THE PLANS AND AT THE FOLLOWING LOCATIONS, UNLESS DIRECTED OTHERWISE BY THE ENGINEER:
 - 1.1. AT ALL MAJOR FIBER OPTIC CABLE AND CONDUIT JUNCTIONS.
 - 1.2. APPROXIMATELY EVERY 2,500 FEET FOR FIBER OPTIC CABLE APPLICATIONS IN RURAL AREAS WITH ANY CONTINUOUS SECTION OF STRAIGHT CONDUIT IF NO FIBER OPTIC CABLE SPLICE IS REQUIRED.
 - 1.3. AT A MAXIMUM OF 1,760 FEET FOR FIBER OPTIC CABLE APPLICATIONS IN METROPOLITAN AREAS.
 - 1.4. AT EACH END OF A TUNNEL, AND ON EACH SIDE OF A RIVER OR LAKE CROSSING.
 - 1.5. ON EACH SIDE OF AN ABOVEGROUND CONDUIT INSTALLATION, SUCH AS AN ATTACHMENT TO A BRIDGE OR WALL.
 - 1.6. AT ALL TURNS IN THE CONDUIT SYSTEM.
 - 1.7. NEAR THE BASE OF A SERVICE POLE OR COMMUNICATION CABINET TO PROVIDE:
 - A. A TRANSITION POINT BETWEEN THE FIBER OPTIC CONDUITS EXTENDING FROM THE FIBER BACKBONE AND THE CONDUIT FEEDING THE COMMUNICATION CABINET.
 - B. AN ASSIST POINT FOR THE INSTALLATION OF FIBER OPTIC DROP CABLE.
 - C. STORAGE OF SLACK FIBER OPTIC DROP CABLE.

LOCATE WIRE GROUNDING UNIT:

1. ENSURE THAT LOCATE WIRES ARE ATTACHED TO A WIRE GROUNDING UNIT (WGU) DEDICATED TO SAFELY DISSIPATE HIGH TRANSIENT VOLTAGES OR OTHER FOREIGN ELECTRICAL SURGES INDUCED INTO THE DESIGNATED SYSTEM.
2. ENSURE THE WGU CONFORMS TO THE FOLLOWING:
 - 2.1. ALLOWS SIGNALS GENERATED BY LOCATE SYSTEM TRANSMITTERS TO PASS THROUGH THE PROTECTION SYSTEM WITHOUT GOING TO GROUND.
 - 2.2. THE PROTECTION SYSTEM AUTOMATICALLY RESETS AND PASSES LOCATE SYSTEM TRANSMITTER SIGNALS AFTER THE UNIT HAS BEEN GROUND TO DISSIPATE OVER-VOLTAGES.
 - 2.3. IS INTENDED FOR BELOW OR ABOVE GRADE APPLICATIONS. GROUND THE WGU TO A DRIVEN ROD WITHIN 10 FEET OF THE SYSTEM USING A NO. 6 AWG SINGLE CONDUCTOR WIRE WITH GREEN INSULATION. ENSURE THAT THE WGU IS ENCLOSED FOR PROTECTION FROM ENVIRONMENTAL HAZARDS AND IS ACCESSIBLE FOR THE CONNECTION OF PORTABLE LOCATE SYSTEM TRANSMITTERS.
 - 2.4. THE WGU SYSTEM MEETS THE MINIMUM STANDARDS LISTED IN TABLE 1 FOR SURGE PROTECTION:
 - A. SURGE ELEMENT: 3-ELEMENT MAXIMUM DUTY FAIL-SAFE GAS TUBE.
 - B. RATING: 40,000 A SURGE CAPACITY (SINGLE-CYCLE, 8 BY 20 MICROSECOND WAVEFORM).
 - C. LIFE: MINIMUM 1,000 SURGES (1000 A TO GROUND).
 - D. FAIL-SAFE: INTEGRAL FAIL-SHORTED DEVICE.

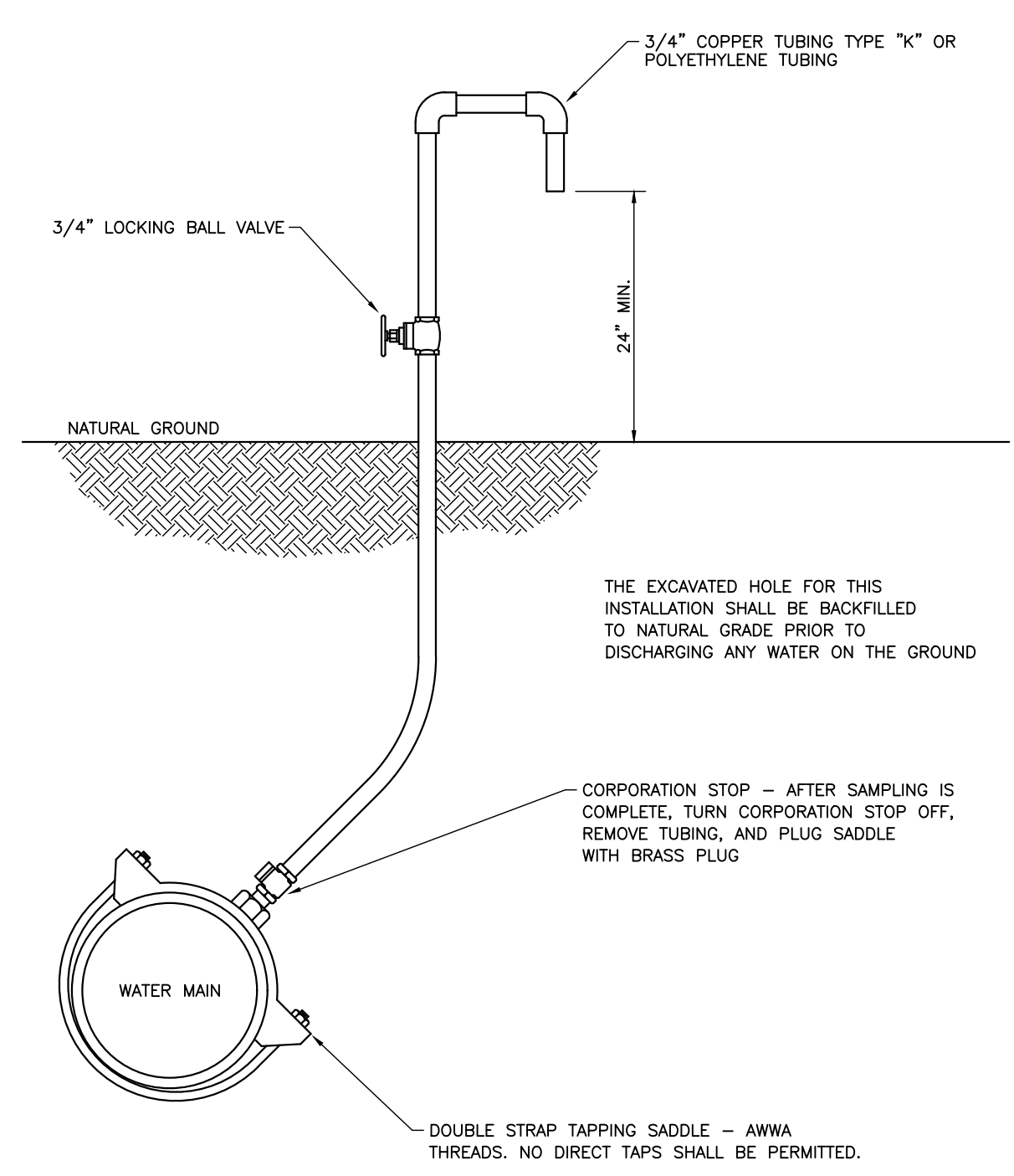
F1. IMPULSE AT 100 VOLTS PER MICROSECOND: TYPICALLY 500 VOLTS.
F2. DIRECT CURRENT: 300 TO 500 VOLTS.



NOTES

1. DETECTABLE WARNING SURFACE AS REQUIRED PER AMERICAN WITH DISABILITIES ACT DESIGN STANDARDS REQUIRED AT ALL CONCRETE SIDEWALK LANDINGS WITHIN PROJECT LIMITS.
2. STAMPED CONCRETE IS NOT PERMITTED FOR DETECTABLE WARNING SURFACES. ARMOR TILE OR AN APPROVED EQUAL SHALL BE USED.
3. WHEN NOT PLACED ON CURB RAMP, DETECTABLE WARNINGS SHALL BE PLACED ON THE WALKING SURFACES ADJOINING A VEHICULAR WAY. THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE.
4. UNLESS NOT PLACED DIRECTLY ON A RAMP, DETECTABLE WARNING SURFACE MUST NOT EXCEED 2% SLOPE IN ANY DIRECTION.
5. WHEN PLACED ON CURB RAMP, DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL LENGTH AND WIDTH OF THE RAMP. FOR RAMP WITHIN FDOT RIGHT-OF-WAY, REFER TO THE LATEST VERSION OF THE FDOT DESIGN STANDARDS INDEX #504.
6. CONSTRUCTION OF DETECTABLE WARNING SURFACE IS NOT LIMITED TO CONCRETE MATERIAL, HOWEVER, PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST INFORM TO THE ENGINEER OF RECORD THE PROPOSED MATERIAL FOR THE DETECTABLE WARNING SURFACE. CONTRACTOR MUST ENSURE THAT THE FOLLOWING TRUNCATED DOME CRITERIA IS MET:
 - A. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES. THE MATERIAL USED TO PROVIDE CONTRAST SHOULD CONTRAST BY AT LEAST 70%.
 - B. 90% OF THE INDIVIDUAL TRUNCATED DOMES MUST COMPLY WITH THE SPECIFIED DIMENSIONS AND DESIGN CRITERIA.
 - C. NO TWO ADJACENT DOMES MAY BE NON-COMPLIANT.
 - D. SURFACE MAY NOT DEVIATE MORE THAN 0.1" FROM A TRUE PLAN.

P8 ADA DETECTABLE WARNING PAD
N.T.S.



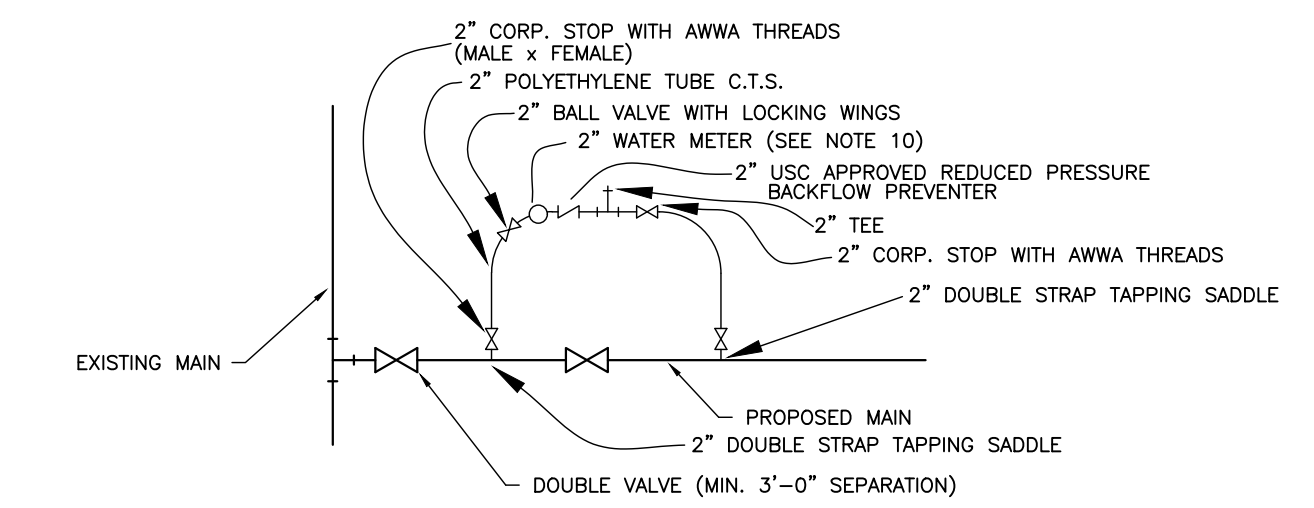
NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. WHERE POSSIBLE, SERVICE TAPS OR FIRE HYDRANTS (SEE "SAMPLE POINT - FIRE HYDRANT" DETAIL) SHALL BE USED AS SAMPLING POINTS.

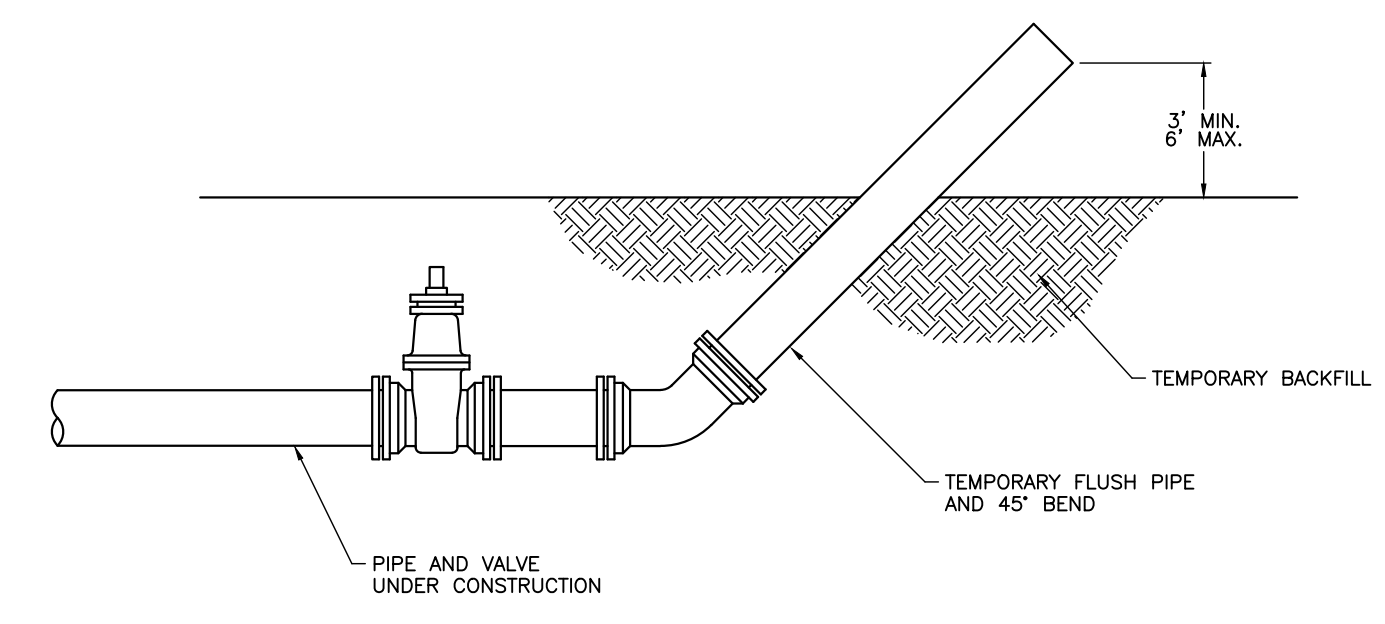
P9 SAMPLE POINT - IN LINE
N.T.S. SEACOAST UTILITY AUTHORITY, DETAIL 20 (AUGUST 26, 2020 (REV A-15))

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. THIS METHOD SHALL BE COMPLIED WITH WHEN CONNECTING TO AN EXISTING WATER MAIN, (ONE THAT HAS ALREADY BEEN BACTERIOLOGICALLY CLEARED OR IS IN USE) WHETHER BY TEE AND VALVE OR BY CONTINUATION OF A PLUGGED STUB OUT WITH AN EXISTING GATE VALVE.
2. THESE REQUIREMENTS ARE BASED ON PALM BEACH COUNTY HEALTH DEPARTMENT REQUIREMENTS.
3. WHEN A TAPPING TEE AND VALVE IS INSTALLED, A PRESSURE/LEAKAGE TEST SHALL BE PERFORMED ON THE ASSEMBLY IN THE PRESENCE OF AN AUTHORIZED SUA REPRESENTATIVE PRIOR TO PERFORMING THE ACTUAL TAP.
4. DOUBLE VALVING PERMITS PHYSICAL CONNECTION TO AN EXISTING WATER MAIN WHEN USED IN CONJUNCTION WITH A BYPASS LINE.
5. A 2" BYPASS LINE (MAXIMUM) SHALL BE INSTALLED AS SHOWN BELOW PRIOR TO CANNON FLUSHING.
6. THE 2" TEE SHALL BE USED FOR FEEDING CHLORINE SOLUTION AND FOR ATMOSPHERIC VENT DURING PRESSURE/LEAKAGE TESTS.
7. UNDER NO CIRCUMSTANCES SHALL VALVES BE OPERATED WITHOUT AN AUTHORIZED SUA REPRESENTATIVE PRESENT.
8. ALL WATER MAINS SHALL BE FILLED WITH WATER UTILIZING JUMPER METER AND THEN BE THOROUGHLY CANNON FLUSHED IN ACCORDANCE WITH SEACOAST SPECIFICATIONS PRIOR TO PRESSURE/LEAKAGE TESTING. THE PROCEDURE SHALL BE DONE ONLY IN THE PRESENCE OF AN AUTHORIZED SUA REPRESENTATIVE.
9. FOLLOWING INITIAL CANNON FLUSHING, ALL WATER FOR PRESSURE/LEAKAGE TESTING AND BACTERIOLOGICAL CLEARANCES MUST BE DRAWN FROM THE BYPASS LINE WITH METER AND REDUCED PRESSURE BACKFLOW PREVENTER IN PLACE. THE 2" INCH WATER METER SHALL BE PROVIDED BY SUA UPON APPLICATION BY EITHER THE CONTRACTOR OR DEVELOPER. ALL WATER USED FOR THE CONSTRUCTION OF THE WATER AND SEWER MAINS SHALL BE PAID FOR BY THE ABOVE PARTIES PRIOR TO ANY SERVICE BEING PROVIDED. METER, BALL VALVE, REDUCED PRESSURE BACKFLOW PREVENTER AND TEE SHALL BE INSTALLED AT LEAST 18" ABOVE EXISTING GRADE, SUPPORTED, AND PROTECTED FROM DAMAGE. ANY DAMAGE SHALL BE APPLICANT'S RESPONSIBILITY AND SHALL BE CHARGED ACCORDINGLY.
10. EXCEPT DURING CANNON FLUSHING VALVES SHALL NOT BE OPENED UNTIL AFTER AN APPROVED PRESSURE/LEAKAGE TEST, BACTERIOLOGICAL CLEARANCE, CERTIFICATION BY THE ENGINEER OF RECORD, RELEASE FROM THE PALM BEACH COUNTY HEALTH DEPARTMENT AND APPROVAL BY SUA.
11. DISINFECTION AND BACTERIOLOGICAL CLEARANCES SHALL COMPLY WITH CURRENT AWWA PROCEDURES, PALM BEACH COUNTY HEALTH DEPARTMENT, AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.



P10 TAPPING AND MAIN CLEARING PROCEDURE
N.T.S. SEACOAST UTILITY AUTHORITY, DETAIL 03 (AUGUST 26, 2020 (REV B-18))



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. UPON COMPLETION OF THE PIPE INSTALLATION FOR ANY SECTION, THE MAINS SHALL BE CANNON FLUSHED TO REMOVE DIRT AND ANY OTHER FOREIGN MATTER BY ACHIEVING A MINIMUM VELOCITY OF 2.5 FEET PER SECOND IN THE PIPE. TEMPORARY FITTINGS, PIPE, ETC. MAY BE NEEDED TO FACILITATE CANNON FLUSHING.
2. INSTALL A 45° BEND AND ASSOCIATED PIPING AS SHOWN TO DIRECT THE FLUSHING WATER AWAY FROM THE IMMEDIATE WORK AREA. EXERCISE DUE CARE TO ENSURE THAT THE WATER USED IN FLUSHING DOES NOT CAUSE A NUISANCE OR CAUSE PROPERTY DAMAGE.
3. BENDS AND PIPING SHALL BE THE SAME SIZE AS THE LINE TO BE FLUSHED.
4. PRIOR TO THE ACTUAL LINE FLUSHING OPERATION, THE CONTRACTOR SHALL PROPERLY NOTIFY SUA OF SUCH INTENDED WATER USE.
5. NO EXISTING VALVES SHALL BE TURNED ON OR OFF, EXCEPT BY AUTHORIZED SUA PERSONNEL.
6. FLUSHING SHALL NOT BE ACCOMPLISHED WITHOUT THE ACTUAL PRESENCE OF AN SUA REPRESENTATIVE.
7. AFTER THE LINE UNDER CONSTRUCTION HAS BEEN SUCCESSFULLY FLUSHED THE CONTRACTOR SHALL REMOVE THE TEMPORARY PIPING ARRANGEMENT AND PROCEED WITH THE REMAINING CONSTRUCTION AS SPECIFIED.
8. SPECIAL PROCEDURES ARE REQUIRED FOR CLEANING AND FLUSHING PIPE LARGER THAN 12".

P11 CANNON FLUSHING PROCEDURE
N.T.S.

Plot Date: 4/6/2023 10:55:11 AM Username: nmsuick Layout Name: D-4
Folder Path: V:\Projects\2020\20-291.030 - Jasmine Dr to Southwind Dr fm crss\Design\CAD\Sheets
Filename: 20-291.030 Details.dwg

**VILLAGE OF NORTH PALM BEACH
PARKS AND RECREATION**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: May 17, 2023

SUBJECT: **RESOLUTION** – Amending Resolution No. 2023-32 to approve a proposal from Advanced Recreational Concepts, LLC to provide a playground border for the merry-go-round at the Anchorage Park playground and to authorize execution of a Contract.

Background:

Through the adoption of Resolution No. 2023-32 on April 13, 2023, the Village Council approved a Contract with Play Space Services, Inc. to purchase and install additional artificial turf at the Anchorage Park playground. Staff placed the order with Play Space Services, Inc. the following day. Recently, however, Staff realized that one item was missing from the original proposal—a playground border for the merry-go-round. The border is needed to anchor the new turf.

Advanced Recreational Concepts, LLC provided a proposal to order and deliver a 12” APS Playground Border with Surfacing Guide and 1 Spike for Merry-Go-Round at the Anchorage Park Playground. This proposal should have been included in Resolution No. 2023-32 because it is part of the same scope of work. The total cost of the proposal is \$1,167.50.

Pricing:

The proposal from Advanced Recreational Concepts, LLC. is based on pricing established in an existing contract with Clay County (Bid No. 18/19-2), expiring May 24, 2023, subject to second renewal. The Village’s purchasing policies and procedures authorize concurrent competitive purchasing on other existing state and local government contracts.

Funding:

A total of \$560,000 was set aside in the Village’s Capital Improvement Plan (CIP) Fund for various parks and recreation projects. Funds held in the Village’s CIP Fund are transferred to the project account when the item is ready to be purchased. The following budget amendment is required to provide the necessary funding for this project:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K8028-66210	Construction & Major Renovation	\$1,168	
K5541-66000	Reserve Expenses - Capital		\$1,168
Total Capital Projects Fund		\$1,168	\$1,168

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution Amending Resolution 2023-32 to approve the purchase of a playground border for the artificial turf to be installed at the merry-go-round at the Anchorage Park playground from Advanced Recreational Concepts, LLC in an amount not to exceed \$1,167.50, with funds expended from Account Number K8028-66210 (Recreation – Construction & Major Renovation); authorizing the Mayor and Village Clerk to execute the Contract; and approving the required budget amendment in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING RESOLUTION NO. 2023-32 TO APPROVE A PROPOSAL FROM ADVANCED RECREATIONAL CONCEPTS, LLC FOR THE PURCHASE OF A PLAYGROUND BORDER FOR THE ARTIFICIAL TURF AT THE ANCHORAGE PARK PLAYGROUND MERRY-GO-ROUND PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CLAY COUNTY CONTRACT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH MATERIALS; APPROVING A BUDGET AMENDMENT TO TRANSFER FUNDS FROM THE CAPITAL RESERVE ACCOUNT TO THE RECREATION CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT TO FUND THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2023-32 on April 13, 2023, the Village Council approved a Contract with Play Space Services, Inc. to purchase and install artificial turf at the Anchorage Park playground; and

WHEREAS, Village Staff subsequently discovered that a playground border for the merry-go-round necessary to anchor the new turf was missing from the proposal; and

WHEREAS, Village Staff recommends accepting a proposal from Play Space's related entity, Advanced Recreational Concepts, LLC, for the purchase and delivery of the playground border utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds); and

WHEREAS, in order to fund the purchase, the Village Council wishes to amend the Capital Projects Fund Budget to transfer \$1,168.00 from the Capital Reserve Account to the Recreation Construction and Major Renovation Capital Account; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby amends Resolution No. 2023-32 to include a proposal from Advanced Recreational Concepts, LLC for the purchase and delivery of a playground border for the merry-go-round at the Anchorage Park playground to anchor the artificial turf utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds) at a total cost of \$1,167.50, with funds expended from Account No. K8028-66210 (Recreation – Construction & Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such materials and services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In order to fund this purchase, the Village Council hereby approves the following budget amendment:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K8028-66210	Construction & Major Renovation	\$1,168	
K5541-66000	Reserve Expenses - Capital		\$1,168
Total Capital Projects Fund		\$1,168	\$1,168

Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 5. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and ADVANCED RECREATIONAL CONCEPTS, LLC, 3125 Skyway Circle, Melbourne, Florida 32934, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 20-0520823.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to supply a playground border for the artificial turf to be installed at the merry-go-round at the Anchorage Park playground; and

WHEREAS, Clay County, through its competitive selection process, awarded a Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) ("Clay County Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested materials based on the pricing established in the Clay County Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the Clay County Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CLAY COUNTY Contract. Clay County's Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) with CONTRACTOR, attached hereto as Exhibit "A," and incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
 - A. In accordance with the terms and conditions of the Clay County Contract, CONTRACTOR supply and deliver the playground border for the Anchorage Park playground merry-go-round in accordance with its Proposal dated April 27, 2023, attached hereto as Exhibit "B" and incorporated herein by reference.
 - B. The total cost of such materials shall not exceed **\$1,167.50**.
 - C. The materials provided by CONTRACTOR shall be delivered to the VILLAGE within ninety (90) days of the execution of this Contract.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:
 - A. This Contract

- B. Exhibit "A" (CLAY COUNTY Contract)
- C. Exhibit "B" (CONTRACTOR'S Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the Clay County Contract. Extensions or renewals to the Clay County Contract or any modification including new products, terms, or price changes to the Clay County Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Clay County Contract expires and no new contract is let by the Clay County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for all services satisfactorily performed through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Clay County Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive

completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the Clay County Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which

it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

ADVANCED RECREATIONAL CONCEPTS, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DAVID NORRIS
MAYOR

ATTEST:

BY: _____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY



Advanced Recreational Concepts, LLC

3125 Skyway Circle
Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

Organization Village of North Palm Beach
603 Anchorage Dr.
North Palm Beach, FL 33408

Prepared For Stephen Poh
Ship To Anchorage Park
603 Anchorage Park Dr
North Palm Beach, FL 33408

Date 4/27/2023
Quotation # 25019
Prepared By Madelyn Harshaw
Payment Terms Net 30
Prices Valid Until 5/27/2023

Project Name Turf and Signage

Customer Phone

County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 23448				0.00
APS-Border12"	12" APS Playground Border with Surfacing Guide (US pat D716,113) and 1 spike Price based on Clay County School District #18/19-2; \$45.00 per Border	20		45.00	900.00T
Discount	Border Manufacturer Discounts	20		-1.00	-20.00T
Shipping	Freight - Borders	1		485.00	485.00
	Discount for Sign Installation (1 hour)			-197.50	-197.50
				0.00	0.00

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$1,167.50
Sales Tax (0.0%) \$0.00
Total \$1,167.50

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.

RESOLUTION 2023-32

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM PLAY SPACE SERVICES, INC. FOR THE INSTALLATION OF ARTIFICIAL TURF AT THE ANCHORAGE PARK PLAYGROUND PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CLAY COUNTY CONTRACT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; APPROVING A BUDGET AMENDMENT TO TRANSFER FUNDS FROM THE CAPITAL RESERVE ACCOUNT TO THE RECREATION CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT TO FUND THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommends accepting the proposal from Play Space Services, Inc., for the installation of additional artificial turf at the Anchorage Park playground utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds); and

WHEREAS, in order to fund the purchase, the Village Council wishes to amend the Capital Projects Fund Budget to transfer \$66,019 from the Capital Reserve Account to the Recreation Construction and Major Renovation Capital Account; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal from Play Space Services, Inc., for the installation of additional artificial turf at the Anchorage Park playground utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds) at a total cost of \$66,019, with funds expended from Account No. K8028-66210 (Recreation – Construction & Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such materials and services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In order to fund this purchase, the Village Council hereby approves the following budget amendment:

Budget Amendment:

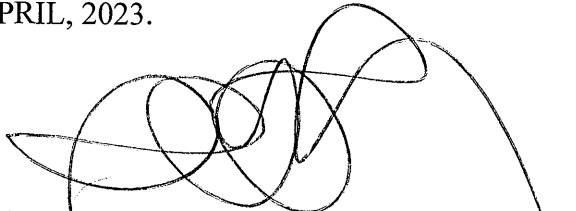
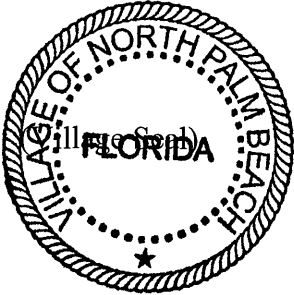
Account	Description	Use	Source
Capital Projects Fund:			
K8028-66210	Construction & Major Renovation	\$66,019	
K5541-66000	Reserve Expenses - Capital		\$66,019
Total Capital Projects Fund		\$66,019	\$66,019

Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 5. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 13TH DAY OF APRIL, 2023.



MAYOR

ATTEST:



VILLAGE CLERK



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 17, 2022

Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

Chairman James Renninger called the meeting to order at 1:02 pm.

Chairman James Renninger opened the floor for the public comment at 1:03 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 1:03 pm.

BUSINESS

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

After discussion, Chairman James Renninger recommended the Board

place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

6. Budget Resolutions for Grant Awards (M. Mosley)

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

1. Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

After discussion, Chairman James Renninger recommended the Board place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

7. TDC Event Grant Requests (K. Morgan)

Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of \$3,500 reimbursable marketing grant.

4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The

CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

COUNTY MANAGER

Howard Wanamaker, County Manager, said he had no discussion items pending questions from the Committee.

Hearing no other business, Chairman James Renninger adjourned the meeting at 1:22 pm.

Attest:

Committee Chairman

Recording Deputy Clerk



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

May 24, 2022

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

INVOCATION

Commissioner Betsy Condon, District 4, gave the Invocation.

PLEDGE

Retired US Navy Lieutenant Commander Edward E Tucker III, Supply Corps, led the Pledge of Allegiance.

Chairman Wayne Bolla said that Lieutenant Commander Tucker retired after 26 years of service in the United States Navy. He served as a Supply Corps Officer and completed three tours on ballistic-missile submarines Nebraska and Louisiana and served on guided-missile destroyer Gravely and submarine tender Emory S. Land. LCDR Tucker received various awards and medals during his career including a Joint Service Commendation Medal and Meritorious Service Medal, among others. He currently volunteers as the Committee Chairman for Scouts, BSA, Troop 309. Chairman Bolla thanked LCDR Tucker for his service.

LCDR Tucker noted that as Vice-Chairman Condon said this weekend is not easy for military families and asked that everyone pray for those who have lost loved ones that have worn the cloth for this nation.

CALL TO ORDER

Chairman Wayne Bolla called the meeting to order at 4:02 pm.

ROLL CALL

Present: Commissioner District 2 Wayne Bolla - Chairman
Commissioner District 4 Betsy Condon - Vice-Chairman
Commissioner District 1 Mike Cella
Commissioner District 3 James Renninger
Commissioner District 5 Dr. Kristen T. Burke

Absent: None

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

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Chicklet (dog) - Peep (dog) - Tiger Lily (cat) - Mimi (cat). See Attachment A. If you are interested in adopting a pet, contact - clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated Clay County Animal Services also offers a community rabies and microchip clinic on the first Thursday of every month from 3:00 pm to 5:00 pm. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com.

PROCLAMATIONS/RESOLUTIONS

1. National Safe Boating Week

Chairman Wayne Bolla said that May 21-27, 2022, is Safe Boating Week in Clay County. As the weather warms, this is the perfect time to remind everyone to boat responsibly. Accidents happen too fast to reach for and put on a stowed life jacket. Boaters should wear a life jacket when on the water that is in good condition and properly fitted.

Present to accept the Proclamation are members of the U.S. Coast Guard Auxiliary Flotilla 14-8:

- Chuck Whipple
- Dan Hess

Chairman Wayne Bolla read the Proclamation for the National Safe Boating Week.

Commissioner Mike Cella made a motion for approval of the Proclamation, seconded by Commissioner James Renninger, which carried 5-0.

Mr. Whipple said he and Mr. Hess volunteer with the Coast Guard as part of the auxiliary branch. They focus on recreational boating safety and teach classes in Green Cove Springs once a month with a marine deputy. Mr. Whipple thanked the Board for the Proclamation.

Mr. Hess noted that they are the civil branch of the Coast Guard and have roughly 30,000 members nationwide. The Auxiliary members wear silver, and the regular Coast Guardsman wear the gold. The Coast Guard is the only armed force with an auxiliary established by Congress. The time put in by the auxiliary is used by the Coast Guard along with their hours to go to Congress for funds. Mr. Hess said they are here in force to protect the coast, the waters, and you. So be safe when you are out on your boats, no

drinking if you are driving, and keep your passengers in line.

2. Memorial Day/Military Service Day

Chairman Wayne Bolla noted that May 30, 2022, is Memorial Day and Military Service Day in Clay County. Memorial Day is a federal holiday set aside on the last Monday in May to pay our respects to the military personnel who died while serving in the United States Armed Forces. In the words of Harry S. Truman, "Our debt to the heroic men and valiant women in the service of our country can never be repaid. They have earned our undying gratitude. America will never forget their sacrifices."

Present to help us honor our fallen soldiers and accept the Proclamation:

- Green Cove Springs Mayor Ed Gaw
- Green Cove Springs City Council Members
- NAS Jacksonville Base Commander Captain Jeff Hill - Captain Hill was designated an unrestricted naval aviator in March 1999 and has flown MH-60R and SH-60B Seahawk helicopters throughout his extensive military career. On April 9, 2021, he became the 50th commanding officer of NAS JAX.

Commissioner James Renninger read the Proclamation for the Memorial Day/Military Service Day.

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

Captain Hill thanked the Board for recognizing those that continue to serve and those that have served and gave the ultimate sacrifice. Often he talks about the relationship between NAS Jax and Clay County even though they are North of the border. So many of their individuals live and shop in Clay County. Their success, from a defense of our nation's perspective, could not be done without the support of Clay County. The success is inextricably linked to the men and women of Clay County. Captain Hill thanked the Commission for the Proclamation.

Mayor Gaw noted that Clay County is a military county and Green Cove, likewise a military city. If you have never been to RiverFest or the Memorial Day celebration in Spring Park, the park is one of the best-kept secrets of Northeast Florida. The event is the most sincere celebration, and every Veteran gets to speak and some of their stories you will take home with you. Mayor Gaw invited everyone to come celebrate; it is a day you will never forget. Mayor Gaw thanked the Commission and noted that it is always a pleasure working with them in every dimension.

Commissioner Renninger presented a PowerPoint to commemorate Memorial Day on Monday, May 30, 2022. See Attachment B. Commissioner Renninger said although some commemorate Memorial Day as the first day of Summer, the last day of the traditional school year, a day of good deal sales in the open market, or just another national holiday, this date is saved with much greater meaning. Although many have been

lost over the last 246 years of this republic, and he wanted to speak to a subgroup of about thirteen that exist within about seventy-five who have lost their lives in the last year. Thirteen brave men and women gave their lives during the extraction of forces from the Kabul Airport in Afghanistan on August 26th. Commissioner Renninger asked everyone to concentrate on the youth, the service, the diversity, and the families of the thirteen souls as we honor their service:

- **Marine Corps - Lance Corporal David L. Espinoza** - Rio Bravo, Texas - Laredo, Texas native, that embodied the values of America - grit, dedication, service, and valor. Lance Corporal Espinoza joined the Marine Corps to protect our nation. Lance Corporal Espinoza was 20 years old.
- **Marine Corps - Sergeant Nicole L. Gee** - Sacramento, California - 2016 Graduate of Oakmont High School. Days before her death, she posted a picture holding an Afghan child with a caption that said, "I love my job" - the day of her death she posted at the back of a C-17 with the caption "escorting evacuees onto this bird." Sergeant Gee was 23 years old.
- **Marine Corps - Staff Sergeant Darin T. Hoover** - Salt Lake City, Utah - Served valiantly as a marine and died serving his fellow countrymen as well as America's allies in Afghanistan. Sergeant Hoover was 31 years old.
- **Army - Staff Sergeant Ryan C. Knauss** - Corryton, Tennessee - His wife Alena Knauss was quoted as saying, "It is the ultimate honor he could give back to his country." He knew in high school that he wanted to serve in the US Army. Staff Sergeant Knauss was 23 years old.
- **Marine Corps - Corporal Hunter Lopez** - Indio, California - The son of two Riverside County Sheriff's officers-Captain Herman Lopez and Deputy Alicia Lopez, he planned on following in his parent's footsteps and joining the department as a deputy after his return from this deployment. Corporal Lopez was 22 years old.
- **Marine Corps - Lance Corporal Rylee J. McCollum** - Jackson, Wyoming - His father, Jim, told the NY Times that his son was helping with evacuations and guarding a checkpoint when the attack happened, and this was his first deployment. He had gotten married recently, and his wife is expecting their first child. Lance Corporal McCollum was 20 years old.
- **Marine Corps - Lance Corporal Dylan R. Merola** - Rancho Cucamonga, California - Graduated from Los Osos High School in Los Angeles - A lot of our students commit to the military when they get out of school, and we are so proud of them, said by a joint union high school district employee. He was also quoted as saying our hearts and prayers go out to his family and friends, and unfortunately, we have another Gold Star family in our district. Lance Corporal Merola was 20 years old.
- **Marine Corps - Lance Corporal Kareem M. Nikoui** - Norco, California - Died helping to save families of Afghans who had aided the US Government. The understanding is that he rescued three families and in the process of saving children, translators that had worked with US Government. He passed off a child and went back into the crowd and that is when the bomb went off. Lance Corporal Nikoui graduated from Norco High School in 2019 where he was a member of JROTC. His father said he loved what he was doing and he always wanted to be a marine. Lance Corporal Nikoui was 20 years old.
- **Marine Corps - Sergeant Johanny Rosario Pichardo** - Lawrence, Massachusetts - Assigned to the 5th Marine Expeditionary Brigade Naval Sport

Activity Bahrain. The Embassy of the Dominican Republic in Washington, DC offers its condolences to this young woman of Dominican origin. She is one of the victims of the recent terrorist attacks at the airport and was well known throughout the Marine Corps. Sergeant Pichardo was 25 years old.

- **Navy Hospital - Corpsman Maxton W. Soviak** - Berlin Heights, Ohio - His family says that he was proud of being a Navy Corpsman and "Devil Doc" for the Marines (if you do not know what that means, the Marine Corps has no medics, the Navy provides them all). Max leaves behind a big family of twelve brothers and sisters. Corpsman Soviak was 22 years old.
- **Marine Corps - Corporal Daegan W. Page** - Omaha, Nebraska - Joined the Marines after graduating from Millard South High School and grew up in Nebraska and Iowa. He had a tough outer shell but a giant heart and had these words tattooed on his chest "Death before Dishonor." Corporal Page was 23 years old.

Commissioner James Renninger said as you can see, these servicemen and women come from the Mid-West, the West Coast, and the East Coast; they came from every ethnicity and had family ties throughout the world. Each one left a mother, father, sister, brother, wife, child, friend, or a cherished shipmate behind. Our national anthem calls into question the durability of our nation with the final lyrics asking a question - "Oh, say does that star-spangled banner yet wave-O'er the land of the free and the home of the Brave." Let there be no mistake about it; as long as we have patriots such as these, our democracy will be enduring.

Commissioner Renninger invited everyone to the Memorial Day celebrations throughout the county on Monday, May 30, 2022:

- **City of Green Cove Springs** - Memorial Day RiverFest at Spring Park - 10:00 am to 9:00 pm
- **Town of Orange Park** - Memorial Day Service at Magnolia Cemetery - 9:00 to 10:00 am
- **City of Keystone Heights** - Memorial Day Service at KH Memorial Cemetery - 11:00 am
- **Penney Farms Retirement Community** - Memorial Day Celebration - 9:00 am

PRESENTATIONS

John Ward, Director of Emergency Management, addressed the Board regarding hurricane season. June 1, 2022, is the beginning of hurricane season. Mr. Ward gave a handout of a 2022 All-Hazards Preparedness Guide to the Commission. Anyone that has an association or group that is interested in having their team come and discuss preparedness, we would love to do so. They get a lot of questions asking if it will be an active season. There is a prediction of an above-average season; however, in 2020, there were 31 storms that had one of the record storms. 1992 was a slow season, but tell the people in South Florida that experienced Hurricane Andrew that was a slow season. Mr. Ward said it only takes one storm to impact our community. There were also significant impacts in Hurricane Matthew and Irma in 2016 and 2017. There was no landfall hurricane in our area; it was a sub-tropical system; by the time it got to us, it was still named a hurricane. There was not even sustained tropical storm forced winds; there was tropical storm-force gust, with trees down, power outages, and flooding from the

small isolated systems. Mr. Ward reiterated that it only takes one storm to affect our community. Mr. Ward noted that they had a great hurricane workshop yesterday. It was the first time they could bring the full EOC group together with all the partners in 2 years

APPROVAL OF MINUTES

3. Board of County Commissioner Meeting Minutes, May 10, 2022.
4. Finance and Audit Meeting Minutes, May 17, 2022.

Commissioner James Renninger made a motion for approval of the May 10, 2022, BCC meeting minutes and May 17, 2022, Finance and Audit meeting minutes, seconded by Commissioner Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for public comment at 4:30 pm.

Richard Klinzman, 1985 Timucua Trail, addressed the Board regarding his concern with the serious problem and what will continue to be a problem is the overgrowth in Clay County and the population increase that we are not ready for. Mr. Klinzman explained that his trip to the Olive Garden took over 90-minutes and should have been a 20-minute drive. On his usual drive today to the county, there are huge swathes of vacant land of what used to be a very nice forest. Three separate developments are going in the area, which looked to be tremendously huge, which would all empty into a two-lane road; we are not ready. Mr. Klinzman said, after listening to Mr. Ward's discussion about hurricane season, what happens if we have to evacuate. There are no plans to start dumping thousands and thousands of more cars onto an evacuation route to leave the county. Mr. Klinzman said if we had three people put a one-year moratorium in place on growth, and as long as those three were still here, he would beg you to extend it another ten years.

Hearing no other comments, Chairman Wayne Bolla closed public comment at 4:33 pm.

CONSENT AGENDA

5. Acceptance for Final Plat for Recording Rolling Hills Unit 2A (District 5, Commissioner Burke)

6. 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.

7. Consent Agenda Items from the May 17th, 2022 Finance & Audit Committee Meeting

Commissioner James Renninger requested to pull item six under the Consent Agenda for Finance Business.

Commissioner Mike Cella made a motion for approval of the Consent Agenda except item 6, seconded by Vice-Chairman Betsy Condon, which carried 5-0.

Commissioner James Renninger stated that he pulled item six because he noticed 20-25 computers were being sent to recycling. They are all newer than the ones he has in his home. Commissioner Renninger questioned the issue with those and whether there is a secondary use for those computers. If it gets approved tonight, the secondary option would be gone, and they would all go to recycling. They all are missing the hard drive as well, is that standard policy.

Troy Nagle, Assistant County Manager, explained those are surplus from the Tax Collector's office that slipped through the cracks of the normal process. They have spoken with the Tax Collector to make sure that those go through the county review in the future. Mr. Nagle said that the three-year life-cycle is what they normally rotate computers out at most county agencies. However, there is a use for those in our senior centers, libraries, or other entities that may not have access to newer technology. Mr. Nagle said the hard drive being removed is standard IT practice. Instead of trying to wipe the hard drive or potentially letting someone access proprietary data, they are destroyed. They will work with the Tax Collector, get possession of those computers, and put them into service somewhere.

Commissioner James Renninger made a motion for approval of the finance business except for the computers to research if they could provide use to another operation within the county, seconded by Commissioner Mike Cella, which carried 5-0.

DISCUSSION/UPDATES

There were no discussion/updates.

ITEMS FOR RATIFICATION

There were no Items for Ratification.

OLD BUSINESS

8. Approval of Opioid Litigation Participation Form for participation in the state-wide settlement agreement with Walgreens

Courtney Grimm, County Attorney, addressed the Board regarding the approval of the opioid litigation participation state-wide settlement agreement with Walgreens. The settlement would provide direct to the county over an eighteen-year period a little over \$1.1M and then to the regional fund that the county is a part of, approximately \$2.6M over eighteen years. This is the identical settlement participation form that has been presented to the Board previously.

Commissioner James Renninger said it is over an eighteen-year period, but when does it start. County attorney Grimm said there are a lot of different settlements; the Indio settlement is a lump sum that will be coming in pretty shortly during the summer. Walgreens is on track for the first payment to be made this summer. Commissioner Renninger asked if we had a plan. County Attorney Grimm said there is a team working on that plan. Commissioner Renninger suggested having a plan before the money starts flowing. Commissioner Kristen Burke agreed and asked who the committee was working on the plan. County Manager Wanamaker said there had been meetings with Lutheran Services down in Tampa. They receive roughly 50% of the monies in addition to the money that will come straight to the county. They have been very amenable to helping us build the plan. They were also working with Clay Behavioral and others in the county.

Chairman Wayne Bolla noted that before any monies are spent, the Board would like to review the plan and have a consensus before monies start going out. County Manager Wanamaker said no money would go out without Board approval.

Vice-Chairman Betsy Condon said in talking to Irene Toto at the meet your neighbor day in Keystone Heights; she had mentioned that through the grant with Lutheran Services, separate from this, Clay Behavioral had secured a location at the Winn Dixie Shopping Center in Middleburg to have the paramedicine individuals administer the medicine to start getting off drugs as well as see a counselor right then at that location. For those who may not know, 40% of our overdoses occur within a two-mile radius of that shopping center. Vice-Chairman Condon said she appreciated TJ Ward and his group with Project Opioid working with Ms. Toto and our paramedicine team to get that going. That grant has to go to a provider who is already providing services, and Clay Behavioral is doing that, so they could not give that grant directly to the county, but it would very much benefit the citizens of Clay County.

Troy Nagle, Assistant County Manager, reassured the Board that because this is not budgeted funds before even a dollar could be spent, the Board would have to see the budget resolutions to amend the budget. None of the money can be spent without it coming to the Board for approval.

Commissioner Mike Cella suggested nailing down a specific date to have a first draft come before the Board and plug in any of their thoughts. Maybe the first meeting in July. Commissioner Burke said she believes we should be proactive in having a plan. Commissioner James Renninger wanted to bring it to everyone's attention; we have been talking about two organizations that are targets for service in this regard, but there are others.

Following the continued discussion regarding organizations and bringing a draft of the plan to the Board at the second BCC meeting in July, Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

9. Solid Waste Management Brief

Milton Towns, Interim Director for Environmental Services, said as we begin our solid waste brief, Waste Management is present to give the Board a Clay County update.

Marcel Dalby, Area General Manager at Waste Management, presented a PowerPoint presentation to the Board with an overview and update regarding the solid waste brief. See Attachment C. Mr. Dalby said that just as a matter of information for the citizens, Advanced Disposal was acquired by Waste Management in November of 2020, and as a part of that, WM assumed the contract here in Clay County at that time. Mr. Dalby went through a quick summary of events for the residents.

- WM along with many other businesses struggled with labor shortages in the Spring of 2021 following the COVID pandemic and the related stimulus offerings that caused many employers to be under staffed.
- WM increased wages over 21% in a 6 month period in early 2021 in an efforts to combat this and began to offer at \$10K new hire bonus to all new drivers, spending \$54K/month.
- WM struggled to maintain service levels for Clay County throughout the summer.
- WM mobilized outside help and employed 3rd party companies to collect yard waste, spending over \$1.1M attempting to catch up.
- WM presented options to Clay County in July and the county voted to suspend curbside recycling and move to a citizens drop off model effective 8/16/21 at which time we were 10 drivers short.
 - This allowed WM to catch up on yard waste collections within two weeks and we have kept on scheduled with all garbage and yard waste services since.
 - WM and Clay County agreed to reduce the monthly bill by \$128K/month reduction - This is now \$133K/month reduction due to CPI increase effective January 2022.
 - WM also agreed to perform all roll-off hauls for the citizen drop-off center for no charge - We are averaging 154 hauls/month at a cost of \$32K/month.
- WM has increased wages another 15.5% effective February 2022 in an effort to combat the rising inflation, costing \$45K/month.
- WM Increased wages another 20% effective April 2022 to further the efforts to recruit and offset the continued rising inflation.
 - Current starting pay is \$24/hour. At 65 hours/week that is \$97K/year
 - 1 year ago, starting pay was \$16/hour. At 65 hours/week that was \$64K/year
- WM remains on schedule with all garbage and yard waste collections weekly as well as all citizen drop-off sites

Mr. Dalby gave information on the staffing data for when recycling was suspended and current data:

- Needed 40 Residential Drivers in August 2021
- When we suspended Recycling we had 30
- In January 2022 we added 2 garbage routes (to accommodate growth) taking our

need to 42

- Currently we have 27 Residential Drivers that are fully trained
- Currently we have 8 drivers in training
 - Last week we offered 5 drivers, 1 withdrew, 1 no showed on first day
 - Last week we terminated 1 driver for safety and 1 new hire quit after 3 days of training
 - Since August WM has hired 21 and lost 17
 - Even at \$24/hour we continue to see low applicant flow of CDL drivers applying in Clay County, due to physical nature of the work and low population of CDL holders in and around Clay County

Mr. Dalby said, as the Commission had asked, they have prepared options for moving forward. The contract is through November of 2024. As part of the round-table they had two weeks ago, they have boiled it down to three options.

1. **Maintain the course of citizens drop-off centers while we continue to hire - Requires 42 Drivers and 42 Helpers:**
 - WM is currently not charging the county \$133K/month, nor charging for the hauls from the citizen drop-off centers.
2. **Move to a citizens drop-off model for the remainder of the contract - WM has the drivers currently.**
 - WM would add 2 more citizens drop-off centers for additional convenience (1 has already been added and the other would be WE Varnes Park)
 - WM is willing to offer an additional \$35K/month to the current \$133K credit.
3. **Move to Every Other Week Recycle - Requires 39 Drivers & 39 Helpers.**
 - Full re-route would be required to rebalance garbage, set new zones/days for recycle and yard waste.
 - Annual calendar would be needed for EOW schedule communication.
 - This would be confusing for the residents: one day for garbage, another for yard waste and a different day every other week for recycling.
 - This would require significant new service limits of 2 bins only.
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
 - Drop-off Centers would be removed
 - WM would still need to hire and retain 4 more drivers and 8 more helpers to implement.
 - WM would reinstitute the full rate (+\$133K/month) and offer a - \$17,500/month rate reduction given the lesser recycling curbside service.

Commissioner Kristen Burke noted that it was said that you need 42 drivers for regular pick-up, and if it is only every other week, how can you only need three less drivers for recycling. Mr. Dalby said only recycling would be every other week, and they would maintain the same services that they do today of weekly garbage and yard waste. So, it is only the recycle routes which at full service is nine routes, and we think if we move them into an every other week schedule, it will drop from nine routes to six to accommodate the entire county.

Commissioner James Renninger read 29 drivers - 29 helpers. Mr. Dalby said we have 27 drivers that are released to drive and eight additional that are in training so call it 35, but the other eight have to make it out of training. Commissioner Renninger said, and

nobody has to leave. Mr. Dalby answered that is right, yes, sir. Commissioner Renninger asked what the estimate was to get 39 drivers and 39 helpers. Mr. Dalby said that is a tough question; we struggle with turnover in this industry. WM is the lowest of all the big haulers with turnover, but it is a challenge. It is very difficult on the trucks, and as we head into the Summer season, the struggle is heat exhaustion is a number one reason people leave. It is very tough and physical work they do every day. Mr. Dalby said to answer your question, it is very hard to predict, but I would say with eight drivers in some stage of training, if five make it to being fully released ninety days from now, that would be good.

Chairman Wayne Bolla said he likes option one the best. He is not prepared to tell his constituents we are never going back to recycling pick-up. Another issue is, looking at his 401K, there may be a change in the economy pretty quick, and as that happens, a \$100K/year for a job to pick up garbage may not look so bad to people. Chairman Bolla said he would like to hold off before making that critical decision. Commissioner Renninger asked what critical decision. Chairman Bolla said his understanding is that if they go with option two, they will get rid of the extra trucks and never go back to pick up. Commissioner Renninger said his question is how long can they wait until option two goes away. Mr. Dalby said the idea with option two, if the county commits to that option, they will make changes not only in their permanent staffing but also in their trucking count to accommodate for that, not to pressure the county; it is not like that option is off the table today. As we get closer and closer to the end of the contract in November of 2024, that benefit begins to erode at some point. Commissioner Renninger said that is to his point; it will go away at some time. Chairman Bolla said in 2024; we renegotiate the entire contract anyway.

Commissioner Mike Cella said ultimately; we stay with option one, which is to continue going as we are moving along, hoping they are going to get to the magic number in terms of drivers and helpers to continue full service or possibly look at an alternate which would be every other week with the 39/39 instead of 42/42. Commissioner Cella said we have to continue the way we are going, which he recommended at the workshop meeting. At least that would give us an opportunity, if they get to 39/39, we could have the option to do recycling every other week, and if they get to 42/42, we can go back to regular service. However, we started this in August of last year, and now we are in June of this year, and we have seen that they are almost at a net-zero in terms of how many people they are bringing on and how many they are losing. Commissioner Cella said it behooves us to stay the course for our constituents, and hopefully, WM will be able to find the people to put us back on the kind of service that everyone expected we would be on. He does not see how going another direction would help us at all. Chairman Wayne Bolla believes going with option three would be a total disaster.

Following the discussion regarding the economy and options, the Board gave consensus to continue with option one.

Milton Towns, Interim Director for Environmental Services, presented a PowerPoint presentation regarding the solid waste brief to the Board. See Attachment D. Mr. Towns said at the May 10, 2022, workshop, the Board asked the staff to bring back several items for discussion or information. Those that will be discussed are:

- Disposal Allowance and Tipping Fees
- In-House Collection Cost

- Staff Recommendations
- Future Financial Discussions

Mr. Towns started the discussions for residential disposal and tipping fees. There was discussion to have a plan to amend the policy of allowing 500 lbs. of free disposal a week per residential address to a less generous, which would allow up to 13 tons per year, and that would be 500 lbs. per month, which is a 3 ton per year total. That would require staff to work with the attorney's office to amend the ordinance because that stipulation is in our solid waste ordinance. The residential disposal assessment covers the disposal cost for the availability of the collections centers, etc. There was a discussion about adjusting the rate. After further research, staff has recommended leaving that rate at \$72.00 per year per residential unit. Mr. Towns said that there was talk about adjusting the tipping fees at Rosemary Hill back to the 2015 rates. Tipping fees held steady from 1998 to 2015, and they were lowered in 2016. Mr. Towns referenced the graph in the presentation and said they put the calculated disposal rate effective October 1, 2022. That can be done because they have a cap on the CPI in this contract; this is a 4% CPI increase. The CPI for this year was just paid, and they anticipate it to double. Today, we are collecting less than it costs us to dispose of C and D for franchise haulers. So, this situation will grow worse next year without an adjustment. The rates per ton are a pass-through fee; if we collect \$40.00, that \$38.71 referenced is passed through directly to our contractor to dispose of the waste and does not include our overhead, salaries, or maintenance cost of all of our facilities. The difference in that is where we manage our operations, and that is why we are returning those tipping fees. The only one that would not be a 2015 rate would be the passenger tire rate. Our cost to process and properly dispose of tires continues to increase. Each time a bid goes out, that rate goes up, and we are close to being net-zero on that rate and possibly need to expand some to cover those costs.

Chairman Wayne Bolla said these fees are not going to show up on anyone's tax bill. Mr. Towns answered no, sir, these fees primarily affect commercial customers. The residents would still have the 500 lbs. a month free, covering most residents who come into our facility.

Mr. Towns moved to the discussion of the In-House collection service. The cost of providing the collection with county equipment and county staff was broken down by services. Mr. Towns referenced the graph that shows the garbage, recycling, and yard waste with the estimated number of trucks for automated side-load service, so carted collection for garbage and recycling and yard waste would still be rear-end loaders. With the garbage and recycling, drivers are needed, and with the yard waste, it is a driver and a helper on those trucks. These are the first-year personnel costs and the cost of buying the containers. That large amount on the containers would be a one-time cost. After that, you would have container purchases for replacement and new residents each year.

- Grand Total (Year One) : **\$41.55M**
- Does not include disposal (currently \$9.24M/yr), truck general operating expenses (fuel, oil, repairs), supervisory, mechanics, or a new building for the truck shop. Also, 2021 legislation requires municipalities to provide 3 years notice AND 18 months receipts for any hauler displaced by municipalities starting their garbage service.

Chairman Wayne Bolla asked if we would incur the cost of the containers if we had to move to a different option. Mr. Towns said right, and our options would be: do we internalize that ourselves, or do we have a hauler do that with the RFP, and therefore it is collected over the period of the contract. Chairman Bolla said the cost of the truck if we leased them from someone, could we possibly set up a turn-key deal where we could get maintenance as well. Mr. Towns said they possibly have warranty work on the leases, but the leasee usually does the normal day-to-day maintenance.

Following the discussion of maintenance and the cost of hiring drivers in-house, Mr. Towns gave the staff recommendations for FY 2023:

- No change to the current Disposal Assessment Rate
 - Re-evaluate after Transfer & Disposal Services bid award
- Change Free Disposal Allowance for Residents at Rosemary Hill
 - 500 lbs./month (3 tons/year) from 500 lbs./week (13 tons/year)
- Adjust Tipping Fees at Rosemary Hill Solid Waste Facility to rates as in 2015
- Solicit Request for Proposal for Collection Service Contractor

Chairman Wayne Bolla said they need to make three decisions and said let's discuss disposal for the residents. Chairman Bolla noted that he has an issue with this: you may have to take a tree down and use up all your allowance in one shot, and the way this is worded, we can only 500 lbs. a month. Is there any way to reprogram the system once you get to 3000 lbs. you would have to pay and take as much as they bring in for the first few months. Mr. Towns said they had come back with that recommendation because it is consistent with what they do now, it is 500 a week, and we changed it to 500 a month. To do it all at once probably would require reprogramming from our service provider of the scale system. We know it is a simple change to reset the count from every Monday to the first of each month. To track it annually and by address would take more, and the cost is unknown. Commissioner Kristen Burke noted that her husband went to the dump today, and it could be a couple of months before they go again, but they do not get to keep that 500 lbs. from the first month to the next month. Mr. Towns answered no, we do not do that now, and as it is now with the 500 lbs. weekly, it is a maximum of 500 per week. Commissioner Burke said we would not have to worry about it now, but as it was said, if I had a tree, I would like to be able to have the 500 lbs. from the previous month to go to this month if it is not used. Chairman Bolla said we are taking something away from everyone, but he is trying to make it equal. If you have an emergency, you could get rid of the stuff. Vice-Chairman Betsy Condon asked how many people this would apply to. Mr. Towns said relatively about 17% of our total households use the service at all in a given year. Vice-Chairman Condon asked if there was an idea of how many go over the 500 a month. Howard Wanamaker, County Manager, said very few. Vice-Chairman Betsy Condon said she would hate to see us take it on the chin from the small business owners that take advantage of the situation so that we can have a few residents take yard waste.

Commissioner Kristen Burke said what if there is a hurricane and we have a ton of trees come down in our neighborhood. Commissioner Mike Cella said in the past; the fees were waived; that is what we did with Hurricane Irma. Vice-Chairman Condon noted we have the commercial hand service that small businesses can call to enroll in that program, and they would be billed quarterly at the same \$226.00 a year. Mr. Towns said it is for those that generate residential volumes, small businesses, and churches. If they are in residential areas, the trucks are already in those areas. So they are eligible to have

their service combined with the residents on a quarterly invoicing from our offices. Commissioner Cella said the other aspect is that this is for Rosemary Hill; we still have the collection centers that people can bring things into and are not charged at all. Mr. Towns said that is right; there is no weighing there; it is by volume. Commissioner Cella asked if you could still bring trees into those centers. Mr. Towns answered yes, we have two centers that you can bring that into. Commissioner Cella said so it is not taking everything away; there are the collections centers as well as Rosemary Hill. Certain things can not be brought to the other centers but certainly gives people an option. Commissioner Burke said the people trying to buck the system can still go to those centers. Commissioner Cella said they can, but we still keep a short leash on how much they can offload. Commissioner James Renninger asked if that is because there is no scale. Mr. Towns answered no sir; it is so we can try to make sure we have the capacity to serve the residents that come. If someone brings a truck and trailer and fills up a container, we can not get them empty quick enough. Also, an important part of that is they try to mirror the curbside, so our volume limit is established to what folks put out curbside, so 1.5 cubic yards of material.

Vice-Chairman Betsy Condon made a motion for approval of bullet points 1, 3, and 4 of staff recommendations.

Commissioner Mike Cella asked if number 2 would be handled separately. Vice-Chairman Betsy Condon noted that requires an ordinance change.

Commissioner Mike Cella seconded the motion made by Vice-Chairman Betsy Condon, which carried 5-0.

Chairman Wayne Bolla said as long as we are prepared to waive fees, if there is an emergency, he will support number 3. He still thinks having 3000 lbs. a year is a better deal. But understands where staff is coming from trying to limit the theft of disposal service.

Following a brief discussion regarding the option of moving to 500 lbs. a month or 3 tons a year, Commissioner Mike Cella made a motion for approval to move to 500 lbs or 3 tons a year, seconded by Commissioner James Renninger, which carried 5-0.

PLANNING AND ZONING

There was no discussion for Planning/Zoning.

NEW BUSINESS

10. First Coast Connector from US 17 to County Road 218 (T. Nagle)
 1. Approval of naming of First Coast Connector - Cathedral Oak Parkway
 2. Approval of Plat of Cathedral Oak Parkway (Reinhold Corporation)
 3. Approval of Plat of Cathedral Oak Parkway (Peters Creek Investment LLP)

4. Approval of Willow Springs Phase 2 Tract A Replat (Peters Creek Investment LLP)

Courtney Grimm, County Attorney, stated under item ten, there are 1 through 4, and items 2, 3, and 4 would normally be on placed Consent, but because they are contingent on the Board's decision, they are placed in this order.

Troy Nagle, Assistant County Manager, addressed the Board regarding the First Coast Connector from US 17 to County Road 218. Mr. Nagle said this is the naming of the FCC to be Cathedral Oak Parkway. In the agreement made with Reinhold, the Board gave them the ability to name the piece between CR 218 and SR 23. Staying within compliance with our addressing ordinance, the desire is to have one name from one end to the other.

1. Approval of naming the FCC - Cathedral Oak Parkway
2. Approval of the plat for Cathedral Oak Parkway (Reinhold Corporation)
3. Approval of the plat for Cathedral Parkway (Peters Creek Investment LLP)
4. Approval of Willow Springs Phase Two - Tract A - Replat (Peters Creek Investment LLP)

George Egan, Reinhold Corporation, stated that they had been researching this for over a year. They reviewed over a hundred names. Trying to create a name that was historical to that area of Clay County. With many trips down to Clay County Archives looking through old plats and not finding a plat name they liked, they looked at surveyors' names and did not find anything they liked. Cathedral Oak was on the list of possibilities. Paul Reinhold was a very spiritual man. In his business affairs, his company newsletter was called the Cathedral Builder; that was kind of his ethos that he presented to his employees and the broader public. In the mid-80s, they started their nursery and created the Cathedral Oak, a beautiful tree that grows very straight with a nice round canopy. Mr. Egan said they thought about what this idea conveys to the community and people coming through. It is an oak tree; it has a nice ring and a nice historical relationship to the land and the Reinhold family. It could be a signature tree for the count. Their broader and longer-term aspiration is that the Cathedral Oak be associated with Clay County.

Commissioner Kristen Burke asked if there would be cathedral oak trees on Cathedral Parkway. Mr. Egan answered yes.

Commissioner James Renninger made a motion for approval of items 1 through 4, seconded by Commissioner Mike Cella, which carried 5-0.

11. Partial Easement Release Lot 37 Spring Creek at Eagle Harbor, 2509 Sunny Creek Drive, for Pool Construction (District 1, Comm. Cella)

Courtney Grimm, County Attorney, addressed the Board regarding the partial easement release of Lot 37, Spring Creek at Eagle Harbor 2509 Sunny Creek Drive for pool construction. Ms. Grimm said engineering and the CDD had approved the request.

Vice-Chairman Betsy Condon asked if this gives them more land to build the pool.

Courtney Grimm, County Attorney, said that is correct because we have determined that we do not need that easement. The easement was for access to the pond, but the CDD maintains that pond.

Commissioner Mike Cella noted that one house away, there is an easement that would allow us to get to the pond if need be.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

12. Award of RFP No. 21/22-33, CDBG - Junk/Debris Removal and Approval of Agreement (V.Hapner/K.Thomas)

1) Approval to accept staff's evaluation and award RFP No. 21/22-33, CDBG - Junk/Debris Removal to 904 Junk Removal company at the unit prices submitted in the proposal. Approval will be effective after 72 hour period for protest has expired.

2) Additional approval of the accompanying Agreement with 904 Junk Removal at the specified rates listed in Attachment B. Services under this Agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

1. 904 Junk Removal = 88.66
2. Conner Construction and Demolition = 84

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding the award of the RFP 21/22-23, CDBG for junk/debris removal, and the accompanying agreement with 904 Junk Removal. Ms. Smith reiterated that this would cover the bid award and the agreement if approved. It was issued as an RFP to look at their qualifications, availability, and equipment to remove the junk and debris. Ms. Smith said this is related to the CDBG entitlement community grant. 904 Junk Removal was low in all categories and is the recommendation to the Board.

Chairman Wayne Bolla said he was surprised only to have two companies respond to the RFP; how many were sent out. Ms. Smith said it was sent out to nineteen companies.

Vice-Chairman Betsy Condon made a motion for approval, seconded by Commissioner Burke, which carried 5-0.

13. Award of Bid No. 21/22-34, CDBG - Demolition & Removal Services and Accompanying Agreement (K.Smith/V.Hapner)

1) Approval to post notice of intent and award Bid No. 21/22-34, CDBG - Demolition & Removal Services to Conner Construction and Demolition at the individual rates provided in the proposal. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Conner Construction and Demolition at the specified rates listed in Attachment B. Services under this agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding the award of Bid 21/22-34, CDBG for demolition and removal services and the accompanying agreement with Conner Construction and Demolition. Ms. Smith said this item is very similar to item 12; it is the demolition and removal of mobile homes. This is for the applicants that qualify for the program. All removals and demos will be disposed of at the county landfill. There was only one bid on this item, Conner Construction, and Demolition.

Chairman Wayne Bolla asked how many of these were sent out. Ms. Smith said it was sent to eighteen companies, and this is something we do not normally put out to bid; it is only through the CDBG program. Chairman Bolla asked if we could change something on the bidding to get more interest. Ms. Smith said no, sir, we still vet the applications through the community service department.

Commissioner James Renninger said we just awarded to 904, and the losing contractor was Conner, and now we are awarding them. Ms. Smith said they bid on both bids. However, the demolition of mobile homes is a much bigger task.

Commissioner James Renninger made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0.

CONSTITUTIONAL OFFICERS

No comments by Constitutional Officers.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, had no comment.

COUNTY ATTORNEY

Courtney Grimm, County Attorney, said that next Tuesday, May 31, 2022, would be the final hearing for the Charter Review Commission; at that time, they also plan to submit their final report. They will bring forward that report to the June 14, 2022, BCC meeting, and if they determine to move anything forward, they would ask you by resolution to forward those to the Supervisor of Elections. County Attorney Grimm said at the last meeting the Board had asked about the time frame for any board amendments; she spoke with the Supervisor of Elections, and mid-August would be the deadline.

Chairman Wayne Bolla noted that they are allowed to add something to the ballot as a referendum as a board. Commissioner James Renninger asked if they could modify the CRC's recommendations. County Attorney Grimm answered no, and if the Board has any interest, it does have to be advertised and has to be by ordinance, so incorporate that into your timeframe.

COUNTY MANAGER

Howard Wanamaker, County Manager, said to follow up regarding the all-hazard preparedness guide. It is a brand new document with a checklist to prepare yourself and your family should a mishap or an emergency arise in Clay County. Most importantly, the graphics for the evacuation zones have been updated. See attachment G. That information is also available via pdf on our website.

County Manager Wanamaker said to add to the events for Memorial Day the College Drive Initiative has a Memorial Day food truck event on Friday, May 27, 2022, at the St. Johns River State College from 6:00 pm to 8:00 pm with a moment of silence at 7:00 pm. County Manager Wanamaker noted that the next Green Cove springs Food Truck event would be on Friday, June 10, 2022, from 5:00 pm to 9:30 pm.

County Manager Wanamaker said they just received notice from the Florida Department of Health that the community needs to be concerned about; it will go out on social media very soon if it has not been already. It is an issue of a health alert for the presence of harmful blue-green algae toxins alert for Doctors Lake, specifically in the Mill Cove area. This is in response to a water sample taken on May 17, 2022. The public should exercise caution in and around Doctors Lake, Mill Cove area. Do not drink, swim, wade, or use personal watercraft, water-ski, or boat in waters with visible bloom. You should wash your clothing and skin with clean water, and any fish caught should be washed off. The FDEP analysis algae bloom, and you can report this online to the FDEP. They also have a toll-free number - 1-855-305-3903. You can also report fish kills to the Florida Fish and Wildlife Research Institute - at 1-800-636-0511. County Wanamaker said if you should have symptoms from exposure to this algae bloom or any aquatic toxin, call - 1-800-222-1222 to speak to a poison specialist immediately.

Commissioner Kristen Burke asked if they test regularly. County Manager Wanamaker answered yes, they do test regularly. Commissioner Burke asked if it could spread. County Wanamaker said it could spread normally in the Doctors Lake area because the St. Johns is constantly moving and has a wider body of water. Therefore, it is more

susceptible in the Doctors Lake area.

Commission Mike Cella said with the hurricane season starting June 1, 2022, many new people in our area may not be aware of the evacuation zones. Maybe at the announcement of hurricane season, we could do a push to get that information out to people. County Manager Wanamaker noted that Annaleasa Winter, PIO, has been working on that information and would get that out to the community. Chairman Bolla said one of the takeaways he received from those preparedness sessions is that when the evacuation order goes out, the roads get packed up pretty quickly. When you get the evacuation order and look up and see the sun shining, understand these hurricanes come in pretty quick, and once it is here, it is too late to move. We will put the order out when we think it is imperative to get people moving. It may be that you go somewhere else, and the hurricane does not come in, and everything is okay, and that is great; just remember you did the right thing.

Commissioner James Renninger recognized Mr. Eric Anderson from the Regional Council, and he may want to add information for preparation.

Eric Anderson, Emergency Preparedness Manager for the Northeast Florida Regional Council, said the data provided to your county was provided last year. The county has looked at that data and amended the evacuation zones based on the new science that has come in. So they have worked hand and hand with the county over the last year and feel assured they have taken a good look at where those inundation areas could be.

TIME CERTAINS

14. Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B - Fiscal Years 2022-2024

David Motes, Assistant County Manager/Public Safety, addressed the Board regarding the collective bargaining agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B," International Association of Firefighters Local 3362 for Fiscal years 2022-2024. Mr. Motes stated this is the second piece of the bargaining agreement brought to the Board at the previous meeting. He also thanked President Soles and his team for successful negotiations and the County Manager and his team for the group effort.

Lieutenant Soles reiterated the thanks from the union side and the guys on the street and to the citizens if they did not hear it last time and the County Manager and Ms. Grimm; she has worked very hard.

Vice-Chairman Betsy Condon made a motion for approval, seconded by Commissioner Mike Cella, which carried 5-0.

15. 5:00 p.m. or as soon thereafter as can be heard - Adoption of Resolution approving the execution of an Interlocal Agreement with the City of

Jacksonville, Florida (the Issuer), approving the issuance by the Issuer of its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022

Courtney Grimm, County Attorney, addressed the Board regarding the adoption of the Resolution approving the execution of an Interlocal Agreement with the City of Jacksonville, Florida, approving the issuance of its health care facilities revenue bonds (Baptist Health).

Jeff Stephenson, Vice President, Operational Finance for Baptist Health, addressed the Board regarding this item. Mr. Stephenson said Baptist Health wants to do up to a \$200M tax-exempt bond issue for a multi-campus expansion plan. Baptist Health is specifically seeking the Board's approval to use up to \$100M of that money to expand the Clay Campus. The Clay Campus is building a 102-bed hospital. The hospital will bring additional health care services and approximately 400 additional jobs to Clay County.

Vice-Chairman Betsy Condon asked if this is in addition to the already being built hospital. Mr. Stephenson said this is for the hospital currently being built. Chairman Bolla asked if this would affect the County's credit rating. Mr. Stephenson said it will not. Chairman Bolla asked for clarity regarding the County underwriting a loan. Mr. Stephens said the County is not. Chairman Bolla stated that the Board has to approve it for clarity, and Baptist Health is letting the Board know what it is doing. Mr. Stephenson said it has to be approved by the Board to receive a tax-exempt bond issue. Mr. Stephenson noted Baptist Health is a solid and stable organization with a stable AA bond credit rating.

Courtney Grimm, County Attorney, noted the City of Jacksonville, Florida, is hearing the same item tonight.

Chairman Wayne Bolla opened the floor for the public hearing at 5:36 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:36 pm.

Commissioner Kristen Burke made a motion for approval of the Resolution and the Interlocal Agreement, seconded by Commissioner Mike Cella, which carried 5-0.

16. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-04. (District 5, Comm. Burke) Planning Commission voted 6-0 to recommend approval. (M. Brown)

This application is to rezone a 2.07 acre parcel on Henley Road from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner.

Mike Brown, Zoning Chief, presented a PowerPoint presentation to the Board regarding the final hearing for REZ-2022-04, an application to rezone a single parcel of 2.07 acres from PS-1 to LA RF. See Attachment E. The applicants are Barry Beasley and Hae Chauncey, and the property is a vacant lot off Henley Road. Mr. Brown noted that the

purpose of the rezoning is to allow for the owner's development of a single-family residence. In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32). The parcel has frontages on both Henley Road and Simmons Trail. Section 3-23 33B.A.1. of the LDC requires the county to rezone undeveloped properties to the base zoning district for each land use. The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF. The PS-1 zoning district allows for Churches, Synagogues, and Temples; together with educational and recreational facilities owned, maintained, and operated by any such Church, Synagogue, or Temple and accessory to it; together with rectories, convents and parsonage. A rectory or parsonage is a residence for a member of the clergy. Mr. Brown noted that in the presentation, there is a map that shows the surrounding zoning and an aerial view of the property. The staff has reviewed the application and determined that the request is compatible with the surrounding area and recommends approval of application Z-22-04 along with the execution of an agreement that limits the development of the subject parcel to one single-family dwelling unit. The CAC recommended approval of the change.

Commissioner Mike Cella asked for clarification on the agreement and if that is with the county and the owner. Mr. Brown said that it is and would carry forward if the property was sold. Chairman Wayne Bolla asked what would happen once the moratorium lifts in a year. Mr. Brown said the agreement would stay in place, and it would take an act of the Board to change it.

Chairman Wayne Bolla opened the floor for the public hearing at 5:42 pm.

Jim Ryan, Chairman of the Lake Asbury-Penny Farms CAC, stated that the applicant was at their meeting and assured the committee that there would only be one residence built on the property. The committee voted unanimously to approve REZ-2022-04 with that assurance.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:43 pm.

Commissioner Kristen Burke made a motion for approval to include the agreement, seconded by Commissioner Mike Cella, which carried 5-0.

17. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider adoption of LDC 2022-02. (District 5 Comm. Burke) Planning Commission voted 3-3 on a motion to approve. (M. Brown)

Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Mike Brown, Zoning Chief, presented a PowerPoint to the Board regarding the final hearing for LDC-2022-02, a proposed text amendment to Article III, Section 3-33 B.B.6.a.i, of the LDC. See Attachment F. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district. Mr. Brown said the intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walkable form accessible by a sidewalk." Select drive-thru uses are only allowed in the Lake

Asbury Activity Center zoning district within the LAMPA. The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow specific drive-thru uses in this district. The specific uses that would be allowed with a drive-thru include delicatessens & sit-down fast food, pharmacies, laundry, dry cleaning, and banks.

Permitted Uses:

- Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive-through thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

Mr. Brown said that staff has reviewed the changes and recommends approval of the proposed changes as set forth above. The proposed change was presented to Lake Asbury CAC as an informational item. There was general support for the proposed change. Planning Commissioner voted 3-3 on a motion to recommend the proposed LDC change approval.

Mr. Brown noted the applicant could not be present because he has tested positive for COVID. Courtney Grimm, County Attorney, said the applicant has been watching and is available to answer questions via phone should the Board have any questions.

Chairman Wayne Bolla opened the floor for the public hearing at 5:47 pm.

Jim Ryan, Chairman of the Lake Asbury/Penny Farms CAC, said that the applicant was present at the meeting on May 27, 2022. The Committee discussed the proposal for an extended time. The Committee was not asked for a recommendation and did not have a recommendation.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:48 pm.

Commissioner Kristen Burke said she spoke to four people on the Committee. The committee members said only one person was against it. The concern is the number of drive-thrus in the Village Center. Commissioner Burke told them 65% of the Village Centers could be residential, which leaves 35% business. The Committee was very excited about Dunkin Donuts, specifically in Lake Asbury. Commissioner Burke said the Committee was more comfortable once they spoke. The Committee said the majority of feedback from people has been for it. Vice-Chairman Betsy Condon said she favors this because it allows people to have less contact when ill. Commissioner James Renninger said he has an issue with this because the master plan was supposed to be a walk-up type Village Center. His other concern is the Board had expressed their desire for more sit-down, higher-end restaurants. Dunkin Donuts, McDonalds, and Burger King do not fit that category. There are plenty of places to stop, and there are other opportunities for those businesses to go elsewhere. Commissioner Burke noted it would be nice to have the convenience of having a Dunkin Donuts or dry cleaners in Lake Asbury instead of driving to Fleming Island for those services. Vice-Chairman Condon noted the Board did not pass anything saying we do not want fast food in Clay County. The Board eliminated the mobility fee credits for fast food restaurant incentives. Commissioner Renninger said that effort incentivized high-end restaurants and disincentived fast-food restaurants. Commissioner Mike Cella said he would defer to the people who live there and support what they want. Chairman Bolla said he agrees with Commissioner Renninger about incentivizing as many sit-down restaurants as possible, but he is also not going to stand in the way of Lake Asbury getting a Dunkin Donuts. Vice-Chairman Condon noted the ordinance says a business can only have a drive-thru if it also has sit-down seating. Commissioner Cella said that upscale restaurants added a drive-thru component during the pandemic, and it is still successful.

Commissioner Kristen Burke made a motion for approval, seconded by Vice-Chairman Betsy Condon, which carried 4-1 with Commissioner James Renninger in opposition.

18. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-03. (District 1, Comm. Cella) (M. Brown)

This item is being Continued to June 28th. The Fleming Island Citizen Advisory Committee continued this item from April to May, therefore the Planning Commission won't hear this item until its June meeting. This application is to rezone a single parcel (114 Canova Street) totaling 1.61 acres from AR (Agricultural Residential) to PS-1 (Private Services).

Mike Brown, Zoning Chief noted that application REZ-2022-03 has been requested for a continuance until the June 28, 2022, BCC meeting. Due to advertising the item there would need to be a public hearing.

Chairman Wayne Bolla opened the floor for the public hearing at 5:33 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:33 pm.

Commissioner Mike Cella made a motion for approval of the continuance, seconded by Commissioner James Renninger, which carried 5-0.

19. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2021-14. Planning Commission voted 6-0 to recommend denial of the Code changes.(M. Brown)

This application has been Withdrawn by the Applicant. The application was a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

LDC-2021-14 has been withdrawn by the applicant. No hearing required.

20. 5:00 p.m. or as soon thereafter as can be heard - Workshop Topic - Public Hearing to consider Transmittal of CPA-2022-04. (E. Lehman)

This item has been Withdrawn by Staff. It will be amended and readvertised at a later date. The item was a proposed change to LA TRA Policy 1.1.3 which includes reference to the Lake Asbury Adequate Public Facilities (APF) fee. The BCC adopted the mobility fee that addressed the financial system referenced in the policy, including financing many, but not all, of the APF roadways. This change to the policy addresses the construction costs of the entire APF system.

Staff has withdrawn CPA-2022-04. No hearing required.

LETTERS FOR ACTION

21. Discussion of Appointments to the Clay County Housing Finance Authority

Applications were received from Roger Higginbotham and James Ryan for the re-appointment of their seats on the Clay County Housing Finance Authority.

Chairman Wayne Bolla opened the floor for the discussion of appointments to the Clay County Housing Finance Authority. Applications were received from Roger Higginbotham and James Ryan for re-appointment to their seats.

Commissioner James Renninger made a motion for approval to receive both Mr. Roger Higginbotham and Mr. James Ryan for re-appointment to their seats, seconded by Vice-Chairman Betsy Condon. Which carried 5-0.

22. Acceptance of Resignation From Susan Hill - Tourist Development Council

Susan Hill submitted her resignation from the Tourist Development Council effective June 1, 2022.

Chairman Wayne Bolla opened the floor for the discussion to accept Susan Hill's

resignation from the Tourist Development Council. Ms. Hill submitted her resignation to be affected on June 1, 2022. Commissioner Mike Cella noted that Ms. Hill had been an excellent active member of the TDC for many years. She is retiring. Commissioner Cella said the TDC is losing someone really good, and it will be hard to find someone to fill the seat.

Commissioner Mike Cella made a motion for approval to accept Ms. Susan Hill's resignation from the Tourist Development Council, seconded by Vice-Chairman Betsy Condon, which carried 5-0.

Commissioner James Renninger said to let the record reflect the Board reluctantly accepts Ms. Hill's resignation.

LETTERS OF DOCUMENTATION

23. Bid Opening Tabulations

Bid Opening Tabulation for May 10, 2022:

A. RFQ No. 21/22-41, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program

24. Charter Review Commission Minutes March 29, 2022

Chairman Wayne Bolla acknowledged the Letters of Documentation.

COMMISSIONERS' COMMENTS

Chairman Wayne Bolla opened the floor for the public comment at 6:17 pm.

Hearing no comments, Chairman Wayne Bolla closed the public comment at 6:18 pm.

Commissioner Mike Cella noted it is Memorial Day weekend and encouraged everyone to be careful driving. There is an expected 8% increase in driving nationwide this year compared to last year, with approximately 39M drivers. The Florida Department of Highway Safety and Motor Vehicles began a campaign in April to encourage drivers to stay focused on the road and not allow themselves to be distracted driving. According to their research, there were 233 distracted accidents in Clay County last year. Commissioner Cella wished everyone a good and happy Memorial Day weekend. He encouraged everyone to remember why we have Memorial Day and honor our US military personnel.

Commissioner James Renninger noted the Military Appreciation Luncheon is this Thursday, May 26, 2022, from 11:30 am to 1:00 pm. Commissioner Renninger said he is not sure if there are any seats available. Commissioner Renninger expressed his concern with the timing of receiving the financial information before the Finance and Audit meeting. He said he needed enough time to look at it. He reiterated there were thousands of dollars worth of computers that could be used within the County. Not using

good policy and procedure will waste constituents' money. Commissioner Renninger requested to receive the information sooner. Howard Wanamaker, County Manager, noted that Lisa Streeper, Clay County Comptroller, is out on leave, and therefore, the financial information did not go out. The staff noticed mid-day. County Manager Wanamaker apologized for the oversight.

Vice-Chairman Betsy Condon noted it had been a busy couple of weeks since the last BCC meeting. Several events have taken place. One of those events was the Topping Out Ceremony for the free-standing HCA Emergency Room in Middleburg. It has great accessibility to top-notch healthcare, adding to our St. Vincent Hospitals. The second event was The Blue Star Memorial at Middleburg-Clay Hill Library. It was a beautiful ceremony in which the First Coast Highlanders played. She encouraged everyone to stop by and see the newest Blue Star Memorial from the Middleburg Garden Club. Finally, vice-Chairman Condon noted she shared speeding concerns on social media and had citizens report excessive speeds on one particular road in Keystone Heights. Richard Smith, Engineering Director for Clay County, shared the speed data with the Sheriff's Office. The Sheriff's Office was able to set up some speeding traps. One resident got creative and created a sign that said "speed trap ahead," complete with pinwheels. Vice-Chairman Condon said Michelle Cook, Clay County Sheriff, said it is Sheriff approved to report speeding traps using signs as long as there are little pinwheels. It did get people to slow down, which is the intent. The Sheriff's Office is stepping up speed patrols throughout the summer in undisclosed locations. People are driving excessively all over the County. Crime is down. However, vehicle accidents are up. Vice-Chairman Condon proposed an accessibility council to allow for groups with accessibility challenges to make recommendations to the Board on ways to make Clay County more accessible. Commissioner James Renninger said there are other shortfalls in the County, including a Cultural Council. Sixty-four other counties in Florida have one, but Clay County does not. Commissioner Renninger recommended looking into all the areas of a shortfall, recommending which to pursue, and the timeline for pursuit. Commissioner Renninger said disabilities are tough to navigate. He shared a story about a phone call he received from a citizen. A woman shared that her adult daughter barely survived COVID and is now disabled with a small child. This woman says she does not have the resources to care for her daughter and granddaughter.

Commissioner James Renninger said maybe social services could look at that, but accessibility is a real problem. Vice-Chairman Condon said we modified Moody Park. They thought they had upgraded the swings but instead removed the one swing that those with different abilities could use. An Accessibility Council could help with those types of situations. Commissioner Renninger said Orange Park is installing a wheelchair-accessible walkway around Clarke House Park. Vice-Chairman Condon said they were able to place two bingo machines in two senior centers, and the others are still missing parts. However, they are coming soon. The two centers that do not have their bingo machines yet do not play bingo as often as Orange Park and Middleburg. The machines are movable, which means they are being moved around the room, into different areas, and allows for more accessibility for seniors. Howard Wanamaker, County Manager, gave a brief update on the senior centers, which were being updated and received minor repairs. The kitchen project at the Green Cove Springs Senior Center is moving along nicely. Commissioner Kristen Burke said she had been asked about the Keystone Heights Senior Center. County Manager Wanamaker said they would be coming soon. Vice-Chairman Condon said the Keystone Heights Senior Center's big attraction is

cards.

Commissioner Kristen Burke expressed her concern over the proposed Clay County Business Tax. Commissioner Burke said she has been doing quite a bit of research since the last meeting. She is noted as a business owner. She is accustomed to business requirements to start and maintain a business. She believed the original proposal to be a business registry. However, it has become a business tax. She did not see it as a business tax, but the County had no choice and must call it a business tax. She has received many phone calls from concerned business owners. Commissioner Burke noted she truly wants to have a Clay County business registry, but if there is no enforcement, what good will this business tax do. She has spoken to numerous organizations that deal with businesses. Every single organization said this is a waste of County money and time. The County will have to hire more employees. According to other counties with the business tax, it is not worth it. Commissioner Burke asked why we need to depend on a business tax to know businesses are safe. She asked for staff to explore other options to ensure business safety. Commissioner Burke noted she believes the Board was trying to do something good by exploring a business registry but does not believe the business tax is the way forward. Commissioner Burke shared that her oldest and only son is getting married next Friday. She requested prayers.

Howard Wanamaker, County Manager, asked the Board to direct staff regarding the business tax issue. Chairman Wayne Bolla called for a motion regarding the business tax.

Commissioner Kristen Burke made a motion not to move forward with a business tax, seconded by Vice-Chairman Betsy Condon, which carried 3-2 with Chairman Wayne Bolla and Commissioner James Renninger opposing.

Chairman Wayne Bolla read a note from the Chairman of the School Board. The note said

- "Clay County Schools rank number 4 by niche after careful analysis of multiple data points from the US Department of Education including state test scores, college readiness, graduation rates, SAT and ACT scores, teacher quality, and public district ratings."

Chairman Bolla noted that Clay County was 18th in the state not too long ago, and now Clay County is in the top five. A good school district attracts good businesses with good employees. It is a big deal for the economic development team. Congratulations to the school district.

Hearing no other business, Chairman Wayne Bolla adjourned the meeting at 6:37 pm.

Attest:

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

Chairman or Vice-Chairman

Acronym Definitions

- ACT – American College Testing
- AR-1 – Agricultural/Residential
- BCC – Board of County Commissioners
- CAC – Citizens Advisory Committee
- CDBG – Community Development Block Grant
- CDD – Community Development District
- CR – County Road
- CRC- Charter Review Commission
- EOC – Emergency Operations Center
- FCC – First Coast Connector
- FDEP – Florida Department of Protection
- FY – Fiscal Year
- JAX – Jacksonville
- JROTC – Junior Reserve Officers’ Training Corps
- LA RF – Lake Asbury Rural Fringe
- LAMPA – Lake Asbury Master Plan Area
- LCDR – Lieutenant Commander
- LDC – Land Development Code
- MH-60R – Multi-Mission Helicopter
- NAS – Naval Air Station
- PIO – Public Information Officer
- PS-1 – Private Services
- REZ – Rezone
- RFP – Request for Proposal
- RFQ – Request for Qualifications
- SAT – Scholastic Assessment Test
- SH-60B – Anti-Submarine Helicopter
- SR – State Road
- TDC – Tourist Development Council
- WM – Waste Management

Attachment
“A”
Pet Adoptions

Clay County Animal Services

Pet Adoptions



Chicklet CLAY-A-1697

SEX: Spayed Female

BREED: Mix Breed, 8 Weeks Old, 5.9 lbs.

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Chicklet came in with her 7 siblings and her mom. Chicklet is very playful and will need her normal puppy manners training. We believe she is a cattle dog mix so her weight range should be around 50lbs. She is looking for an active family with plenty of room to play.

Chicklet is up to date on her age appropriate vaccines and is microchipped.





Peep CLAY-A-1701

SEX: Neutered Male

BREED: Mix Breed 8 Weeks Old, 8.15lbs

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Peep came in with his 7 siblings and his mom. Peep is very playful and will need his normal puppy manners training. We believe he is a cattle dog mix so his weight range should be around 50lbs. He is looking for an active family with plenty of room to play.

Peep is up to date on his age appropriate vaccines and is microchipped.



Tiger Lily CLAY-A-2136

SEX: Spayed Female

BREED: Domestic Short Hair, 1 Year Old

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Tiger Lily came in with her sister Water Lily and a litter of kittens that they were co-parenting. Now that the kittens are ready for their new homes, so is Tiger Lily. She is very sweet and loves attention, she would make a great addition to any family.

Tiger Lily has had her age appropriate vaccines and she is microchipped.



Mimi CLAY-A-2164

SEX: Spayed Female

BREED: Domestic Short Hair, 2 years Old

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: They don't come much sweeter than Mimi, just look at her face. Mimi came to us as a stray and quickly stole our hearts. She is very sweet and she loves to lounge around on her soft blanket.

Mimi is up to date on all of her age appropriate vaccines and microchipped.

If you are interested in adopting please
email us at
clayadoptions@claycountygov.com or
call at 904-269-6342



CLAY COUNTY ANIMAL SERVICES
**COMMUNITY RABIES
& MICROCHIP CLINIC**

FIRST THURSDAY OF EVERY MONTH, 3-5 P.M.

TO MAKE AN APPOINTMENT, EMAIL
JOSLYN.BEBOUT@CLAYCOUNTYGOV.COM



Join our “Kitten Crew”
We need fosters, if interested please contact
clayfosters@claycountygov.com



www.facebook.com/ClayCtyAnimals
www.claycountygov.com

Attachment

“B”

Memorial Day Presentation

Memorial Day

May 30, 2022



Commissioner James Renninger



Four things support the world: the learning of the wise, the justice of the great, the prayers of the good, and the valor of the brave.

Marine Corps

**Lance Cpl.
David L. Espinoza**

Rio Bravo, Texas



Marine Corps

Sgt. Nicole L. Gee

**Sacramento,
California**



Marine Corps

Staff Sgt. Darin T. Hoover

Salt Lake City, Utah



Army

Staff Sgt. Ryan C. Knauss

Corryton, Tennessee



Marine Corps

Cpl. Hunter Lopez

Indio, California



Marine Corps

**Lance Cpl. Rylee J.
McCollum**

Jackson, Wyoming



Marine Corps

**Lance Cpl.
Dylan R. Merola**

**Rancho Cucamonga,
California**



Marine Corps

**Lance Cpl.
Kareem M. Nikoui**

Norco, California



Marine Corps

**Sgt. Johanny Rosario
Pichardo**

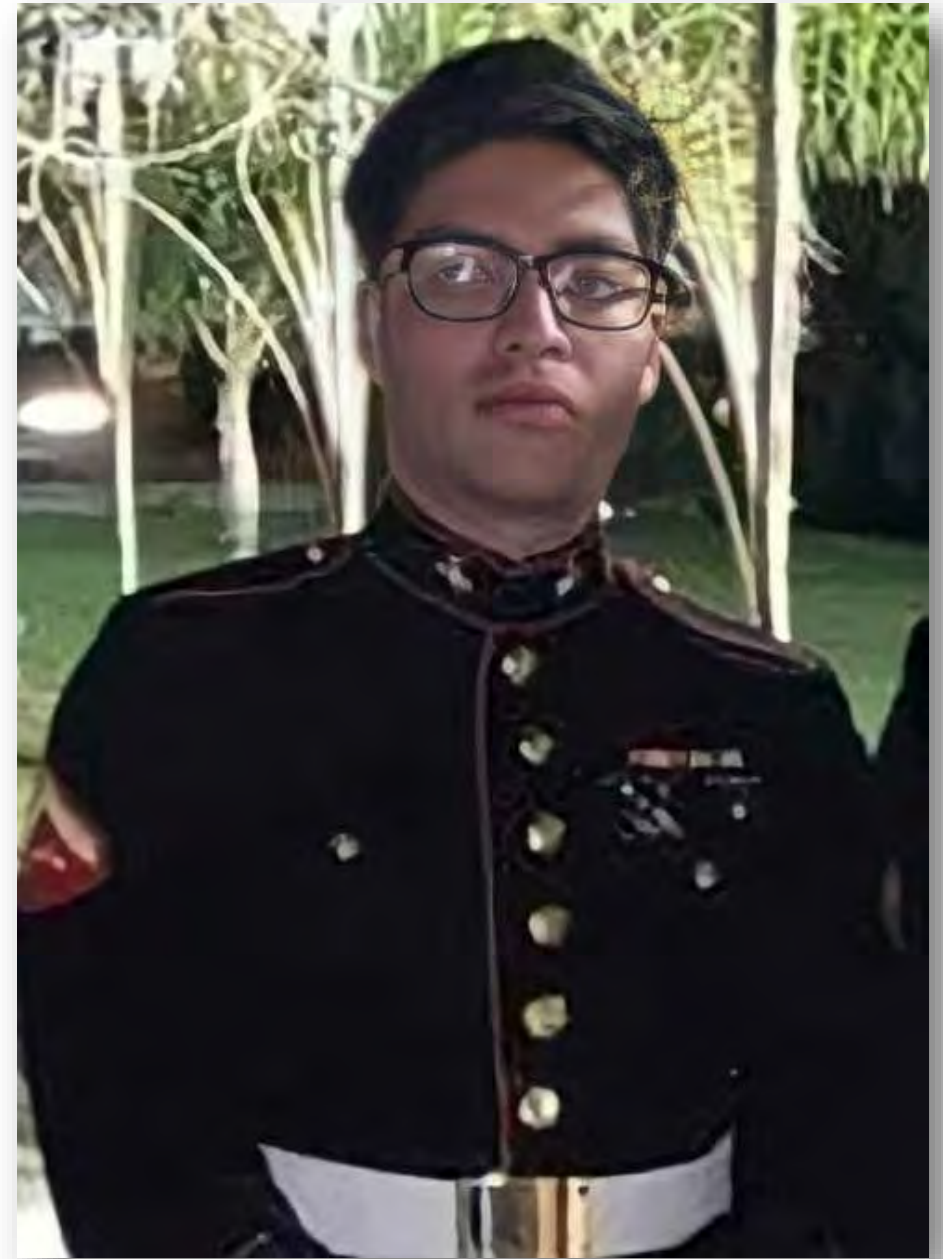
**Lawrence,
Massachusetts**



Marine Corps

Cpl. Humberto A. Sanchez

Logansport, Indiana



Marine Corps

**Lance Cpl.
Jared M. Schmitz**

St. Charles, Missouri



Navy Hospital

**Corpsman
Maxton W. Soviak**

Berlin Heights, Ohio



Marine Corps

Cpl. Daegan W. Page

Omaha, Nebraska



Attachment

“C”

Waste Management Presentation



Clay County Update

May 24, 2022



Summary of Events

- Labor shortage became prevalent in spring of 2021 following state and federal government's enhanced unemployment and COVID related stimulus offerings
- WM increased wages over 21% in a 6 month period in early 2021 in an efforts to combat this and began to offer at \$10K new hire bonus to all new drivers, spending \$54K/month
- WM struggled to maintain services levels for Clay County throughout the summer
- WM mobilized outside help and employed 3rd party companies to collect yard waste, spending over \$1.1M attempting to catch up
- WM presented options to Clay County in July and the county voted to suspend curbside recycling and move to a citizens drop off model effective 8/16/21 at which time we were 10 drivers short.
 - This allowed WM to catch up on yardwaste collections withing two week and we have kept on scheduled with all garbage and yardwaste services since
 - WM and Clay county agreed to reduce the monthly bill by \$128K/month reduction
 - This is now \$133K/month reduction due to CPI increase effective January 2022
 - WM also agreed to perform all rolloff hauls for the citizen drop-off center for no charge
 - We are averaging 154 hauls/month at a cost of \$32K/month
- WM has increased wages another 15.5% effective Feb 2022 in an effort to combat the rising inflation, costing \$45K/month
- WM Increased wages another 20% effective April 2022 to further the efforts to recruit and offset the continued rising inflation.
 - Current starting Pay is \$24/hour. At 65 hours/week that is \$97K/year
 - 1 year ago, starting pay was \$16/hour. At 65 hours/week that was \$64K/year
- WM remains on scheduled with all garbage and yardwaste collections weekly as well as all citizen dropoff sites

Staffing Data

- Needed 40 Residential Drivers in August 2021
- When we suspended Recycling we had 30
- In January 2022 we added 2 garbage routes (to accommodate growth) taking our need to 42
- Currently we have 29 Residential Drivers that are fully trained
- Currently we have 6 drivers in training
 - Last week we offered 5 drivers, 1 withdrew, 1 no showed on first day
 - Last week we terminated 1 driver for safety and 1 new hire quit after 3 days of training
 - Since August WM has hired 21 and lost 17
 - Even at \$24/hour we continue to see low applicant flow of CDL drivers applying in Clay County, due to physical nature of the work and low population of CDL holders in and around Clay county

Options Moving Forward

1. Maintain the course of citizens drop-off centers while we continue to hire Requires 42 Drivers and 42 Helpers

- WM is currently not charging the county \$133K/month, nor charging for the hauls from the citizen drop-off centers

2. Move to a citizens drop-off model for the remainder of the contract WM has the drivers Currently

- WM would add 2 more citizens drop-off centers for additional convenience (1 has already been added and the other would be WE Varnes Park)
- WM is willing to offer an additional \$35K/month to the current \$133K credit

3A. Move to Every Other Week Recycle

Requires 39 Drivers & 39 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle and yardwaste.
- Annual calendar would be needed for EOW schedule communication
- This would be confusing for the residents: one day for garbage, another for yardwaste and a different day Every Other Week for Recycling
- This would require significant new service limits of 2 bins only
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
 - Dropoff Centers would be removed
- WM would still need to hire and retain 4 more drivers and 8 more helpers to implement
- WM would reinstitute the full rate (+\$133K/month) and offer a -\$17,500/month rate reduction given the lesser recycling curbside service

Service Options Chart

		OPTION 1	OPTION 2	OPTION 3A
SERVICE LEVELS				
	Garbage	Weekly All Rear Load	Weekly All Rear Load	Weekly All Rear Load
	Yard Waste	Weekly All Rear Load	Weekly All Rear Load	Weekly All Rear Load
	Recycle	Drop Off Untill Staffed	Drop Off Untill End of Contract	EOW All Rear Load (Bins)
	Citizen Drop Off	6 Sites	7 Sites	None
SERVICE LIMITS				
	Garbage	Current Contract Limitations	Current Contract Limitations	Current Contract Limitations
	Yard Waste	Current Contract Limitations	Current Contract Limitations	Current Contract Limitations
	Recycle	None	None	2 Bin Limit
	Citizen Drop Off	Recycle	Recycle	None
			*WE Varnes Park	
PERSONNEL NEEDS (TOTAL)				
	DRIVERS	42	31	39
	HELPERS	42	31	39
RATES				
	Monthly Total	\$ 721,700	\$ 686,700	\$ 837,900
	Full Service Total	\$ 855,400		



Questions & Discussion

Attachment
“D”
Solid Waste Brief

Solid Waste Brief

May 24, 2022



AGENDA

1. Disposal Allowance & Tipping Fees
2. In-House Collection Cost
3. Staff Recommendations
4. Future Financial Discussions

1. Residential Disposal & Tipping Fees

- Free Disposal for Residents at Rosemary Hill
 - Amend Ordinance to 500 lbs./month (from 500 lbs./week)
- Disposal Assessment
 - Current Rate \$72.00/year
- Adjust Tipping Fees at Rosemary Hill (to 2015 Rates)

Landfill Tipping Fees	Current Tipping Fee	Disposal Rate As of Oct. 1, 2022	New Tipping Fee
Class I - Franchise	\$ 40.00	\$ 38.71	\$ 47.00
Class I - Non-Franchise*	\$ 50.00		\$ 57.00
C&D - Franchise	\$ 30.00	\$ 31.54	\$ 37.00
C&D - Non Franchise*	\$ 40.00		\$ 47.00
Yard Waste - Franchise	\$ 30.00	\$ 23.83	\$ 37.00
Yard Waste - Non-Franchise*	\$ 40.00		\$ 47.00
Tires, Passenger	\$ 210.00	\$ 190.00	\$ 240.00
<i>*rate paid by residents after the 500 pounds free</i>			

2. In-House Curbside Collection Services

- Cost to provide collection with County equipment and County staff

	<u>Garbage</u>	<u>Recycling</u>	<u>Yard Waste</u>
Type	ASL	ASL	Rel
# Trucks	24	13	10
Cost Trucks	\$12M	\$6.5M	\$5M
# Drivers / Helpers	22	11	18
Cost Drivers year 1	\$2.3M	\$1.05M	\$1.7M
Containers	\$6.5M	\$6.5M	\$0
Annual Subtotal by Line of Business	\$20.8M	\$14.05M	\$6.7M
Grand total (year 1)			\$41.55M
<p>Does not include Disposal (currently \$9.24M/yr), Truck general operating expenses (fuel, oil, repairs), supervisory, mechanics or new building for truck shop. Also, 2021 Legislation requires municipalities to provide 3 years notice AND 18 months receipts for any hauler displaced by municipalities starting their own garbage service.</p>			

3. Staff Recommendations

- No change to current Disposal Assessment Rate
 - Re-evaluate after Transfer & Disposal Services bid award
- Change Free Disposal Allowance for Residents at Rosemary Hill
 - 500 lbs./month (3 tons/year) from 500 lbs./week (13 tons/year)
- Adjust Tipping Fees at Rosemary Hill Solid Waste Facility
- Solicit Request for Proposal for Collection Service Contractor

4. Future Financial Discussions

- Solid Waste Collection Fund
 - Recycling Options
 - Collection Assessment Rate Step Increase

- Solid Waste Disposal Fund
 - Solid Waste Facilities Capital Improvement Plan

Attachment
“E”
REZ-2022-04



BOARD OF COUNTY COMMISSIONERS

Z 22-04

Public Hearing

May 24, 2022

APPLICATION INFORMATION

Applicant: Barry Beasley & Hae Chauncey
Request: Zoning change of 2.07 acres from PS-1 to LA RF
Location: Henley Rd. and Simmons Tr. (LAMPA)
Planning Dist. Penney Farms/Asbury
Comm. Dist. 5 - Commissioner Burke

Planning Comm. Hearing: May 3, 2022 voted 6-0 to recommend approval.

BACKGROUND

Vacant parcel in the LAMPA.

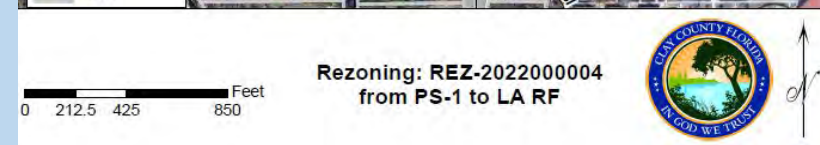
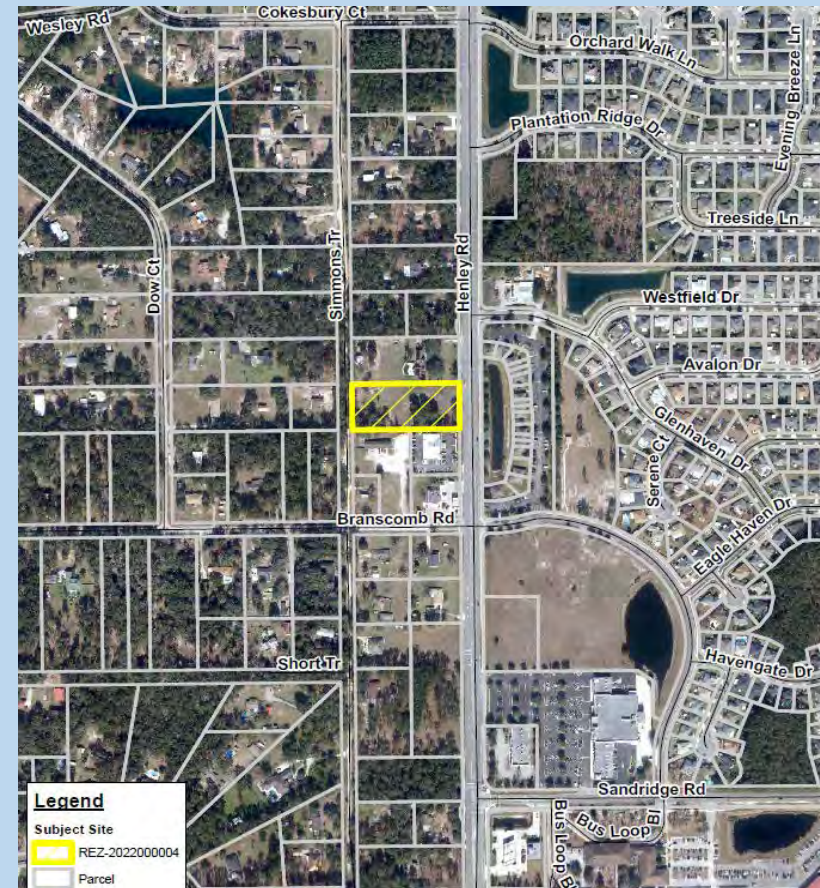
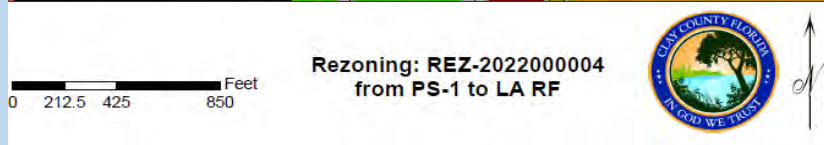
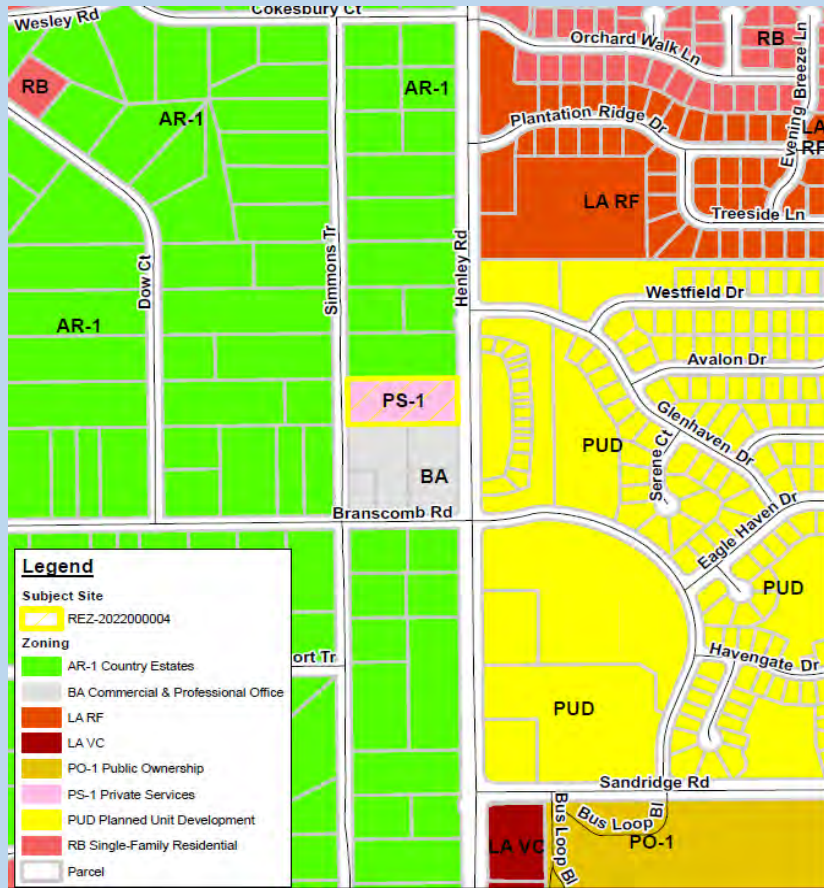
In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32).

Sec. 3-33B.A.1. of the LDC requires the County to rezone undeveloped properties in the LAMPA to the base zoning district for each land use.

The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF.

The County adopted Ordinance 2021-48 in Nov. 2021 that placed a temporary moratorium on any proposed land use or zoning change which would increase the allowable residential density of any parcel within the LAMPA.

ZONING & AERIAL



FINDINGS and RECOMMENDATION

Under the existing PS-1 zoning, a residential unit would be allowed to house a member of the clergy on the subject parcel.

The requested change in zoning to LA RF would allow the parcel to be developed with single family residence, however, at a density of 1 to 3 units per acre.

The purpose of the rezoning is to allow for the development of a single family residence by the owner.

Staff has reviewed the application and determined that the request is compatible with the surrounding area and consistent with the future land use designation.

Planning Commission voted 6-0 to recommend approval of the proposed rezoning; provided an Agreement is executed which limits the development of the parcel to 1 single-family residential unit.

The CAC voted to recommend approval of this change at their May 12th meeting.

Staff recommends approval of application Z-22-04; provided that there is an executed Agreement which limits the development of the subject parcel to 1 (one) single family dwelling unit.

QUESTIONS

Attachment
“F”
LDC-2022-02



BOARD OF COUNTY COMMISSIONERS

Code Change LDC-22-02

2nd Public Hearing

May 24, 2022

APPLICATION INFORMATION

Applicant: Frank Miller, Gunster Law Firm

Request: Amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code to allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Planning Commission on May 3, 2022 voted 3-3 on a motion to recommend approval.

OVERVIEW

The Lake Asbury Village Center zoning district does not allow drive-thru uses.

The intent of the Lake Asbury Village Center zoning district was for commercial uses to be “in a compact, walkable form accessible by sidewalk”.

The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow drive-thru for delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

PROPOSED TEXT CHANGES

Permitted uses:

- i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or carwash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive-~~through~~ thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

RECOMMENDATION

The application is a request to amend the Land Development Code to allow specific drive-thru uses in the Lake Asbury Village Center zoning district.

Proposed change was presented to Lake Asbury CAC as informational item. There was general support for the proposed change.

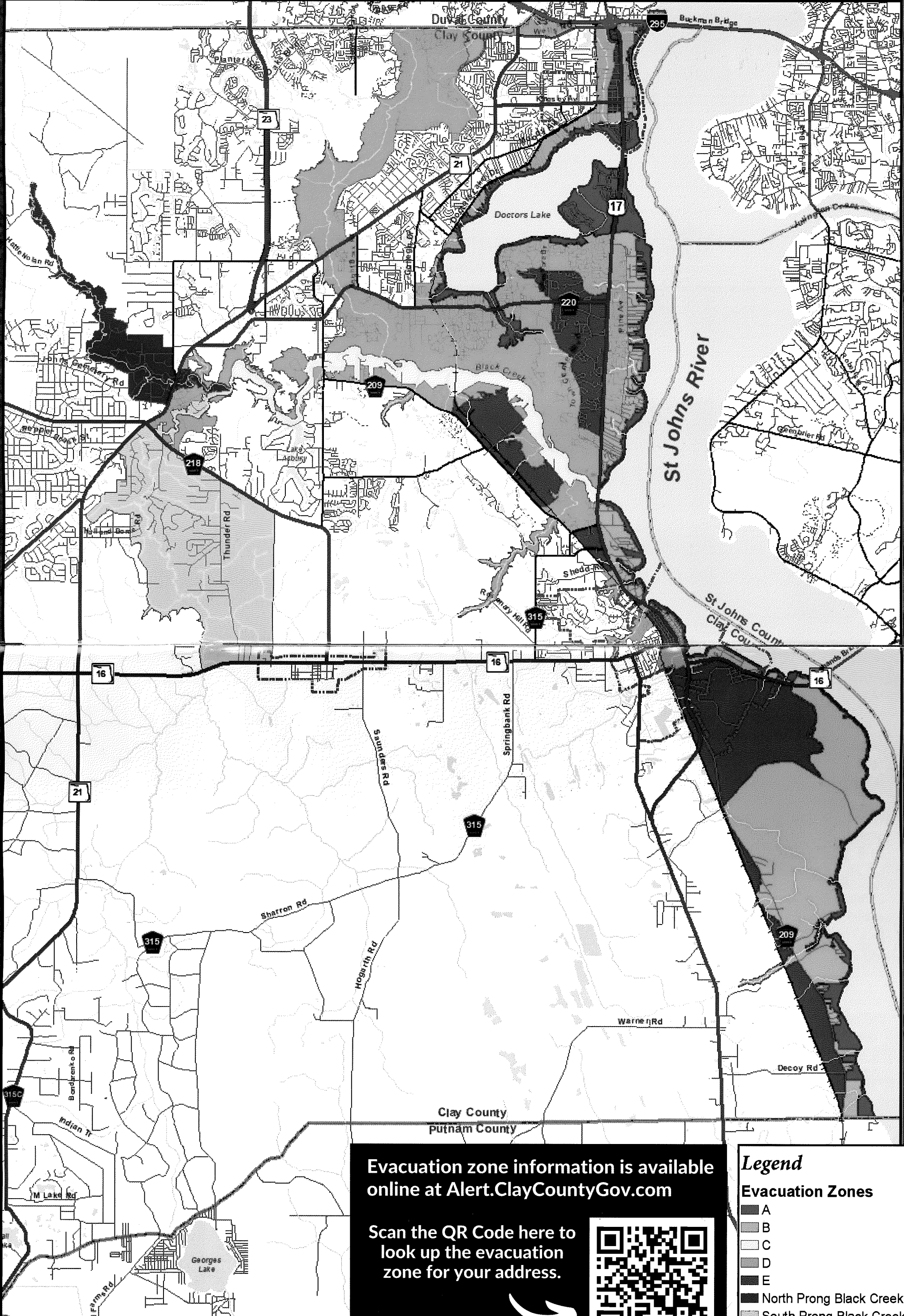
Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above.

Planning Commission voted 3-3 on a motion to recommend approval of the proposed LDC change.

QUESTIONS

Attachment
“G”
Evacuation Zones

CLAY COUNTY EVACUATION ZONES



Evacuation zone information is available online at Alert.ClayCountyGov.com

Scan the QR Code here to look up the evacuation zone for your address.



Legend

Evacuation Zones

- A
- B
- C
- D
- E
- North Prong Black Creek
- South Prong Black Creek
- Evacuation Route
- ▭ Municipal Boundary



**Administrative &
Contractual Services**

PO Box 1366
Green Cove Springs, FL
32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



May 9, 2022

MEMORANDUM

TO: Howard Wannamaker,
County Manager

FROM: Karen Smith,
Purchasing Director

SUBJECT: Finance and Audit Committee agenda item for May 17, 2022.

First Renewal for RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

1. The following companies did not choose to renew: Custom Canopies, Playworx Playsets, Wausau Tile, and Robertson Industries.
2. Bliss Products and Services, Inc. added the following manufacturers: Cedar Forest Products, East Coast Mulch, and Madrax.
3. Greenfields Outdoor Fitness, Inc. added manufacturer Shade Systems, Inc.
4. Top Line Recreation, Inc. added the following manufacturers: Yalp Playgrounds, Percussion Play, and Dog On It Parks.
5. Rep Services, Inc. added manufacturer Hanover Specialties Poured in Place Surfacing – EPDM, Bondflex & Granuflex.
6. Swartz Associates, Inc. added the following manufacturers: Sports Play Equipment, Inc. and Ultra Site.

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structures, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	35%	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catalog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy

	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	Tier	Priced Per Job	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catalog

	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Green Fields Outdoor fitness, Inc (888) 315-9037 sam@greenfieldsfitness.com	Shade Systems, Inc	Outdoor Shades, Canopies	n/a	N/A	No	No	Yes

SITE AMENITIES & FURNISHINGS

Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	Priced Per Job	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	SRP Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes

	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Ultrasite	Benches, tables, trash cans	7%	35%	No	Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
Dominica Recreation Products (800) 432-0162 robd@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	Dog on it Parks	Dog Park equipment	5%	42%	No	In Catalog	In Catalog
	MyTCoat	Benches Tables, Trash cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty

Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES

Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	35%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	35%	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	Priced Per Job	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
		Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy
	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy

	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Sportsplay Equipment, Inc	Playground Equip	6%	40%	No	In catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes

Dominica Recreation Products (800) 432-0162 robd@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Kidstuff Playstystems	Playground Equipment	18%	20%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playworld	Playground Equipment	5%	32%	Yes	No	Yes
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No

Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Percussion Play	Playground Equip	5%	55%	No	In Catalog	In Catalog
	YALP Playgrounds	Playground Equipment,	5%	55%	No	In Catalog	In Catalog
	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION

Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Madrax	Bike racks	5%	35%	No	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SURFACING

Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog	
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website	
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website	
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website	
	Innovative Mulching	Mulch	10%	35%	www.innovativemulching.com	Request Quote	On Website	
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website	
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website	
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website	
	Rubber Recycling/Playsafer	Recycled Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website	
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website	
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website	
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts		Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website

	Cedar Forest Products	Mulch	5%	72%	No	Request Quote	On Website
	East Coast Mulch	Mulch	5%	50%	No	Request Quote	On Website
	Tennis Unlimited	Tennis Court Surfacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Synthetic Turf	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recycled Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault Sport Group	Loose Rubber Mulch	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreational Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	No Fault Safety Surfacing	EPDM Bonded Rubber Mulch, Synthetic Turf	2%	Included in SF Price			
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes

	Hanover Specialties	Surfacing	2%	Included in SF Price	no	no	yes
	Tot Turf Safety Surfacing	Surfacing	2%	Included in SF Price	no	no	yes
	Irvine Wood Recovery	Surfacing	2%	75%	no	no	yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Fibar	Wear Mats, Acces	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No
	Artifice Play Turf	Turf	5%	N/A	No	No	No
	Manufacturer	Product	Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc (386) 575-8359 info@toplinerec.com	Safety 1st	Rubber Surfacing	5%	N/A			
	Go Mulch	Playground Mulch	10%	N/A			
	Cowart Mulch	Playground Mulch	5%	N/A			
	Forever Lawn	Artificial Turf	5%	N/A			

SPORTS & FITNESS EQUIPMENT

Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	35%	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilities,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
M. Gay Constructors, Inc.	M. Gay Constructors, Inc.	Sports Lighting	Prices as listed	N/A	No	Yes	Yes

**Clay County
Sports Lighting Bid Sheet**

Manufacturer: Musco Sports Lighting, LLC
Address: 100 1st Ave West, PO Box 808
City, State, Zip Code: Oskaloosa, IA 52577
Contact: Amanda Hudnut
Phone: 800-825-6030
Fax: 641-672-1996
Email: musco.contracts@musco.com
Federal ID#: 42-1511754

--- Terms- 25% of contract price required with order. Balance due Net 30 days upon delivery. ---

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

- A. Light-Structure System™ with Total Light Control – TLC for LED[®] & SportsCluster® System with Total Light Control – TLC for LED[®]

Light-Structure System™ with Total Light Control – TLC for LED[®]

The Light-Structure System™ with TLC for LED[®] includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED[®] to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster® System with Total Light Control – TLC for LED[®]

SportsCluster® System with TLC for LED[®] includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED[®] to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 FC	\$153,700	\$106,100	50 FC	\$234,100	\$156,100
360' x 160'	70'	30 FC	\$187,300	\$118,400	50 FC	\$266,700	\$168,600
360' x 160'	100'	30 FC	\$219,100	\$118,700	50 FC	\$319,500	\$169,100
360' x 160'	120'	30 FC	\$237,800	\$130,700	50 FC	\$331,800	\$187,300



SOCCER							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	\$166,000	\$90,600	50 FC	\$211,800	\$131,700
330x200	50'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	30'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	50'	30 FC	\$177,700	\$106,100	50 FC	\$257,100	\$164,500
360x225	30'	30 FC	\$178,600	\$106,100	50 FC	\$237,000	\$155,800
360x225	50'	30 FC	\$179,500	\$106,100	50 FC	\$271,500	\$170,200

BASEBALL / SOFTBALL							
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
		(Inf/Out)			(Inf/Out)		
60' Base Path	200'	30/20	\$107,400	\$70,300	50/30	\$119,200	\$78,800
60' Base Path	225'	30/20	\$122,100	\$80,500	50/30	\$134,000	\$92,100
60' Base Path	250'	30/20	\$127,200	\$80,500	50/30	\$149,900	\$103,000
60' Base Path	300'	30/20	\$173,300	\$119,800	50/30	\$205,500	\$134,300
60' Base Path	320'	30/20	\$177,800	\$124,300	50/30	\$226,800	\$146,300
90' Base Path	300'	50/30	\$235,900	\$147,400	70/50	\$325,300	\$208,500
90' Base Path	325'	50/30	\$259,600	\$159,500	70/50	\$352,300	\$228,400
90' Base Path	350'	50/30	\$273,100	\$172,500	70/50	\$403,800	\$252,600
90' Base Path	320/360/320	50/30	\$261,200	\$160,800	70/50	\$413,600	\$255,300
90' Base Path	330/400/330	50/30	\$366,200	\$212,600	70/50	\$464,600	\$281,000

TENNIS			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$69,500	\$49,400
3	50 FC	\$81,500	\$52,600
4	50 FC	\$81,500	\$52,600
6	50 FC	\$162,400	\$102,300

BASKETBALL - OUTDOOR			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$61,100	\$44,300

BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Material
1 - 94 x 50	80 FC	\$25,500

PARKING LOT - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	\$28,600	\$0.45/sq ft

1. This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.
2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.
3. Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.
4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

- B. Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

$$\$153,700 \times 15\% = \$23,055$$

$$\$153,700 - \$23,055$$

Metal Halide Technology Pricing = \$130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	\$3,500	per fixture
Control-Link Retrofit Unit (material only)	\$8,500	per unit
Control-Link Unit - Multiple Services (material only)	\$6,700	per unit
Osprey Nest Platforms	\$3,000	each
TLC-RGBW Fixture	\$4,500	per fixture
LED Security Fixture (mount on Musco pole)	\$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	\$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	\$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	\$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	\$800	per pole



Section II: Adders

- A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.
- B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- D. Control-Link® Entertainment package will increase the equipment price by 5%.
- E. Control-Link® Entertainment+ package will increase the equipment price by 12%. Musco is not responsible for obtaining or any cost associated with music licenses.

Section III: Labor Costs

- A. Pole Installation (price per pole)

Pole Height	LS 2017 FBC 130 mph Price
40'	\$4,150
50'	\$4,300
60'	\$4,600
70'	\$5,300
80'	\$6,450
90'	\$9,500
100'	\$11,550
110'	\$17,550

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles \$4,600 per pole
- D. Removal of Existing Wooden Poles \$1,750 per pole
- E. Straighten Concrete Pole \$5,000 per pole
- F. Patching Concrete Poles \$4,000 per pole
- G. Installation of Fixtures on Existing Poles \$6,000 per pole
- H. Installation of Control Link Retrofit \$2,100 per unit
- I. Retrofit existing Gymnasium with LED \$750 per fixture
- J. Site Inspection – Evaluation of existing lighting system \$2,500 per project



Section IV: Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	\$12,650 each
Option B – 400 Amp Service (Section IV, A, 1)	\$21,300 each
Option C – 600 Amp Service (Section IV, A, 1)	\$25,900 each
Option D – 800 Amp Service (Section IV, A, 1)	\$28,750 each

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet	\$100 each
b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet	\$110 each

2. Wiring from Contactors to Poles

a. 2" PVC with (4) #1 THWN conductors	\$30 per foot
b. 2 ½" PVC with (4) 3/0	\$40 per foot
c. 4" PVC with (4) 500mcm	\$75 per foot
d. (2) 4" PVC with (4) 300mcm	\$98 per foot

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a	10	\$5,400	\$5.75 per foot
b	8	\$5,980	\$8.65 per foot
c	6	\$6,210	\$11.50 per foot

4. Pull Boxes

a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside	\$600 each
b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet	\$150 each

C. Installation of Contactor Cabinets

a. 48" Cabinet	\$5,750 each
b. 72" Cabinet	\$8,650 each

D. Lightning Protection

1. Surge Arrestor – protection at remote electrical enclosure	\$1,200 each
2. Surge Arrestor – protection on line side of panel	\$9,900 each

E. Pole Grounding

1. Provide and install ground rods for poles 70' and below	\$900 per pole
2. Provide and install ground rods for poles 80' and above	\$1,450 per pole

Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
1.	Adder for 200 amp service	\$6,600 each
2.	Adder for 400 amp service	\$9,950 each
3.	Adder for 600 amp service	\$15,900 each
4.	Adder for 800 amp service	\$26,450 each
B.	Structural Engineering Drawings, sealed by P.E.	
1.	Foundation and pole plans based on assumed soils	\$1,350 per project
2.	Foundation and pole plans based on geotech report	\$3,300 per project
C.	Geotech report	\$9,950 per project
D.	Bonding (over \$200,000)	\$2,000 per \$100,000
E.	Site survey	\$3,300 per project
F.	Project management	\$6,000 per project

Section VI: Yearly Adjustments

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the State of Florida Building Code and/or wind speeds change, Musco reserves the right to adjust pricing accordingly.

M. GAY CONSTRUCTORS, INC.
 BID FORM
 ATTACHMENT OF UNIT PRICEES
 CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS
 AND PLAYGROUND

November 11, 2020

Request to RFP NO. 18/19-2

M. Gay Constructors, Inc. is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

1. Install Owner Furnished Sports Lighting Poles and Fixtures

Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

Mount Heights	Metal	Concrete
40' (10' Maximum inbed)	\$3,500.00	\$5,600.00
50' (10' Maximum inbed)	\$3,600.00	\$5,700.00
60' (10' Maximum inbed)	\$3,700.00	\$5,800.00
70' (10' Maximum inbed) 1 to 13 Fixtures	\$3,800.00	\$5,900.00
70' (15' Maximum inbed) 14 to 27 Fixtures	\$3,900.00	\$6,900.00
80' (15' Maximum inbed) 1 to 19 Fixtures	\$4,900.00	\$8,900.00
80' (15' Maximum inbed) 20 to 33 Fixtures	\$5,000.00	\$9,000.00
90' (15' Maximum inbed) 1 to 12 Fixtures	\$6,500.00	\$15,000.00
90' (15' Maximum inbed) 13 to 40 Fixtures	\$7,000.00	\$16,000.00
100' (20 Maximum inbed) 1 to 15 Fixtures	\$12,000.00	\$17,000.00
110'	\$19,000.00	\$24,000.00
120'	\$27,000.00	\$28,000.00

2. Install owner furnished fixtures on existing poles and wire to box bottom of of the pole.

\$990.00 per fixture

**3. Osprey Platform to be installed on new pole or existing pole.
 (New pole not included in price)**

New Pole	\$3,000.00 each
Existing Pole	\$4,500.00 each

4. Field Electrical Wiring

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

<u>Circuit Size</u>	<u>Single Phase</u>	<u>Per Ft</u>	<u>Three Phase</u>	<u>Per ft Price</u>
#12	\$5,200.00	\$2.84	\$4,150.00	\$3.56
#10	\$4,025.00	\$3.04	\$4,175.00	\$3.71
#8	\$4,400.00	\$4.52	\$4,600.00	\$5.65
#6	\$4,600.00	\$6.20	\$4,800.00	\$7.74
#4	\$5,000.00	\$8.82	\$5,200.00	\$11.04
#3	\$5,200.00	\$10.72	\$5,400.00	\$13.40
#2	\$6,200.00	\$11.52	\$6,400.00	\$14.40
#1	\$6,800.00	\$16.33	\$7,000.00	\$20.40
#1/0	\$7,800.00	\$20.04	\$8,000.00	\$25.05
#2/0	\$8,200.00	\$24.13	\$8,300.00	\$30.16
#3/0	\$9,400.00	\$30.09	\$9,700.00	\$37.61
#4/0	\$9,800.00	\$36.30	\$10,300.00	\$45.38
#250 mcm	\$11,500.00	\$44.79	\$11,800.00	\$56.00
#350 mcm	\$12,500.00	\$60.37	\$13,000.00	\$75.57
#500 mcm	\$21,000.00	\$81.05	\$27,000.00	\$101.29

5. Service

<u>Amps</u>	<u>Single Phase</u>	<u>Three Phase</u>
100	\$ 8,200.00	\$ 9,400.00
150	\$ 8,300.00	\$ 9,500.00
200	\$ 8,700.00	\$ 9,800.00
250	\$14,000.00	\$15,000.00
400	\$18,000.00	\$19,000.00
600	\$24,000.00	\$25,000.00
800	\$29,000.00	\$30,000.00
1000	\$33,000.00	\$34,000.00
1200	\$39,000.00	\$40,000.00
1600		\$45,000.00

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

6. Lighting Contactors Furnished and Installed

<u>Contactors</u>	<u>Price</u>
30 Amp	\$ 1,500.00
60 Amp	\$ 1,700.00
100 Amp	\$ 2,200.00
200 Amp	\$ 5,100.00
400 Amp	\$14,000.00

7. Install Owner Furnished Lighting Contactors

<u>Contactor</u>	<u>Price</u>
30 Amp	\$ 600.00
60 Amp	\$ 900.00
100 Amp	\$ 1,100.00
200 Amp	\$ 1,700.00
400 Amp	\$ 2,400.00

8. Provide Hourly Equipment and Labor

45' Bucket Truck		\$ 110.00 per hour
30 Ton Crane	8 hr minimum	\$ 225.00 per hour
50 Ton Crane	8 hr minimum	\$ 300.00 per hour
70 Ton Crane	8 hr minimum	\$ 375.00 per hour
100 Ton Crane	8 hr minimum	\$ 250.00 per hour
(Mob in \$4,500.00 and Mob out \$4,500.00)		
200 Ton Crane	8 hr minimum	\$ 550.00 per hour
(Mob in \$4,500.00 and Mob out \$4,500.00)		
Auger Truck	4 hr minimum	\$ 175.00 per hour
Production Digger	8 hr minimum	\$ 650.00 per hour
(Max auger 60" and 25' depth)		
Flat Bed Truck	4 hr minimum	\$ 150.00 per hour
Water Truck	4 hr minimum	\$ 150.00 per hour
Backhoe		\$2,200.00 per day
Trencher		\$1,500.00 per day
Directional Boring	Up to 2"	\$ 30.00 per foot
Directional Boring	2 ½" to 4"	\$ 45.00 per foot
Directional Boring	4 ½" to 8"	\$ 65.00 per foot
Electrician		\$ 95.00 per hour
Foreman		\$ 95.00 per hour
Rigger		\$ 75.00 per hour
Helper		\$ 65.00 per hour
High Lift		\$9,500.00 per day
Tractor Trailer (Oversized loads)		\$ 750.00 per hr. (plus permits)
Pick up Truck		\$ 35.00 per hr.

9. Mark up on Material 20% Plus Tax

10. Per Diem rates outside of Clay County \$ 650.00 per crew

11. Dumpster Fee \$2,000.00 per dumpster

12. Pole Demolition

Wood Poles \$1,200.00 per pole

Concrete Poles \$3,500.00 per pole

Price includes taking the poles down.

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

- | | |
|---|------------------------------------|
| 13. Fill Dirt | \$1,200.00 per 18 yd load |
| 14. Storage Container | \$1,500.00 per month per container |
| 15. Provide Water Meter | \$2,800.00 |
| 16. Provide Electrical Engineering – 14% of the total cost of the project. Total cost includes all owner furnished material. | |

GENERAL NOTES

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon **NORMAL** drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility



FINANCE AND AUDIT COMMITTEE MEETING AGENDA

April 19, 2022

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

BUSINESS

1. Agreement with Musco Sports Lighting, LCC RE: Sporting Lighting System to be Installed at Thunderbolt Park (J.Pierce)

Approval of the Agreement with Musco Sports Lighting, LLC, for the installation of a lighting system at Thunderbolt Park, in the amount of \$118,000.00. The project is to be completed within 15 weeks of the Notice to Proceed.

Funding Source: CIP Fund / Non Capital Imprv Element / Multipurpose Field at FIAA / Infrastructure

2. Agreement with Bliss Products & Services, Inc., Sports Netting and Installation for Various Parks County Wide (J.Pierce)

Approval of the Agreement with Bliss Products & Services, Inc, for the purchase and installation of sports netting at seven County Parks as described in Attachment A, in the amount of \$334,261.45. The seven projects are to be completed by July 30, 2022.

Funding Source: General Fund / Parks and Recreation Admin / M&E Non-Capitalized

3. Notice of Intent and Award of Bid No. 21/22-30, Mowing Services for Parks & Recreation and Approval of Accompanying Agreement (K. Smith)

1) Approval to post notice of intent and Award Bid No. 21/22-30, Mowing Services for Parks and Recreation to Greenway Lawn and Landscape, LLC. at the price per cut per location listed with the proposal. Approval will be effective after the 72 hour period for protest has expired.

2) Additional approval of accompanying agreement with Greenway Lawn and Landscape, LLC for the term of 24 months, for the prices per cut listed in the Attachment C Price Sheet.

Funding Source: General Fund / Parks and Recreation Admin / Temporary Labor - Billing, Collection, and Management

4. Fourth Amendment to Agreement #2019/2020-138 with EVOK Advertising & Design, Inc. (K.Morgan)

Approval of Fourth Amendment to Agreement #2019/2020-138 with EVOK Advertising & Design, Inc. at an annual fee amount of \$205,479.00. Evok serves as the County's Advertising Agency of Record for the Tourism Department. The term of this Amendment is for the period of June 9, 2022 and ends on June 8, 2023.

Funding Sources: Tourist Development Fund / Tourism / Professional Services and Tourism Advertising/Marketing

5. Fifth Supplemental Agreement to Engineering Services CR220 Widening Project from West of Henley Road to East of Little Black Creek with Eisman & Russo 2016/2017-51 SA5 (R.Smith)

Approval of Fifth Supplemental Agreement to Agreement 2016/2017-51, Professional Engineering Services CR220 Widening Project from West of Henley Road to East of Little Black Creek with Eisman & Russo in the amount of \$86,274.93.

Funding Source: CIP Fund / Capital Improvement Element / CR220-Henley Road to Knight Box / Infrastructure

6. SHIP Program - Approval of SHIP Program Annual Report Close out for FY 2018/2019, Interim years 2019/2020 and 2020/2021 and Certification (C.Stewart/T.Sumner)

Approval of SHIP Program Annual Report Close out for FY 2018/2019, Interim years 2019/2020 and 2020/2021 and Certification.

7. Budget Resolutions for Grant Awards (M.Mosley)

Approval of the following two (2) budget resolutions for grant awards:

1) State Aid to Libraries Grant: \$71,255 awarded by the Florida Department of State, Division of Library and Information Services (DLIS) used to reimburse a portion of local funds expended by Clay County during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library to provide free library services. Board approval to accept this award occurred on January 11, 2022.

Funding Source: General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / State Aid to Libraries Grant FY21-22 / State Aid to Libraries Revenue

2) 2021 USA Cycling Florida Sports Foundation Grant: \$5,792.13 awarded by the Florida Sports Foundation to partially reimburse a Tourism Development Council (TDC) Grant for the support of the USA Cycling Road Amateur Nationals event.

Funding Source: Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / State Grant Cultural/Recreational Revenue

COUNTY MANAGER

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee

DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT:

Approval of the Agreement with Musco Sports Lighting, LLC, for the installation of a lighting system at Thunderbolt Park, in the amount of \$118,000.00. The project is to be completed within 15 weeks of the Notice to Proceed.

Funding Source: CIP Fund / Non Capital Imprv Element / Multipurpose Field at FIAA / Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This Agreement is based on the County's award of RFP No. 18/19-2 Various Equipment and Amenities for Parks and Playgrounds. Musco will provide a turnkey project including equipment and installation to light the multipurpose field. This project is phase 2 will expand the lighting coverage area on the fields at Thunderbolt Park.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source: CIP Fund / Non Capital Imprv Element / Multipurpose Field at FIAA / Infrastructure

Account # FD3003-CC1232-PRJ100168-SC563000 Amount - \$118,000.00

Sole Source (Yes/No):

Advanced Payment

No

(Yes\No):

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

▣ Agreement

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Finance and Audit	Wanamaker, Howard	Approved	4/13/2022 - 5:17 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022 – _____

AGREEMENT FOR INSTALLATION OF ADDITIONAL LIGHTING SYSTEM AT THUNDERBOLT PARK

This Agreement for Installation of Additional Lighting System at Thunderbolt Park (“Agreement”) is made and entered into this ____ day of April, 2022 (“Effective Date”) by and between Musco Sports Lighting, LLC, a Foreign Limited Liability Company (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County previously issued a Request for Proposal, RFP 18/19-2 (“RFP”), to establish a firm, fixed percentage discount from manufacturer’s and/or bidder’s current catalog/supply/product information price list for the purchase of various equipment and amenities for parks, playgrounds, and lighting services as requested by the County; and

WHEREAS, the County awarded the RFP to multiple companies, including the Contractor, to provide pricing on an as needed and project by project basis based on discount pricing in accordance with the RFP; and

WHEREAS, the parties previously entered into an agreement on June 22, 2021 for installation of a lighting system at Thunderbolt Park, Clay County Agreement/Contract No. 2020/2021-206, wherein the Contractor agreed to furnish and deliver all labor, materials, and equipment required to provide a turnkey installation of an LED lighting system at Thunderbolt Park located at 5700 Highway 17, Fleming Island, FL 32003 in accordance with the RFP discount pricing; and

WHEREAS, additional lighting is needed to expand the lighting coverage area on the fields at Thunderbolt Park; and

WHEREAS, the County solicited a quote from the Contractor to provide all labor, materials, and equipment to provide a turnkey installation of an LED lighting system at Thunderbolt Park in accordance with the discount pricing per the RFP; and

WHEREAS, the Contractor responded with a Proposal, attached hereto as **Attachment A** and incorporated herein by reference, to provide the labor, materials, equipment, and turnkey installation of the additional LED lighting system in accordance with the RFP discount pricing; and

WHEREAS, the Contractor is licensed and qualified to provide the services under this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the RFP applies to this Agreement and is incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

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

1. Project and Scope of Work:

1.1. The Contractor shall furnish and deliver all labor, materials, and equipment required to provide a turnkey installation of an LED lighting system as described in **Attachment A** at Thunderbolt Park located at 5700 Highway 17, Fleming Island, FL 32003 (the “Project”). The scope of work to be performed and provided by the Contractor for the Project is set forth in **Attachment A**. The term “Work” as used herein means the scope of work to be provided, services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under this Agreement.

1.2. In providing the Work, the Contractor shall:

- A. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
- B. Coordinate work days, hours, and access to Thunderbolt Park with the Project Manager.
- C. Install all equipment/systems per the manufacturer’s instructions.
- D. Provide fully operational equipment and/or systems that do not degrade or impede any other equipment and/or systems at Thunderbolt Park.
- E. Obtain all required permissions, permits, and inspections as applicable.
- F. Coordinate with the Project Manager all inspection(s). Complete any items on the punch list generated from the inspection(s).
- G. Meet with the County Representative and/or the Project Manager as requested and as arranged by the parties to review the Work.
- H. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

1.3. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. The Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

1.4. The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”).

1.5. In performance of the Work, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Work. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.6. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Justin Pierce, Interim Director of Clay County Parks and Recreation.

2. Additional Work and Fees:

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

3. Term:

3.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Work. The Contractor agrees to timely perform all necessary Work in accordance with this Agreement. The date on which days will begin to be charged to the Project shall be the date the County issues an initial Notice to Proceed to the Contractor for the Project (“Notice to Proceed Date”). The Project shall be completed within 15 weeks of the Notice to Proceed Date. The Agreement shall be extended only upon subsequent written agreement of the parties.

4. Default and Termination:

4.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform or begin Work on time; fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Project; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Work under the terms of this Agreement, the County

may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

4.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

4.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

4.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

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

4.6. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a “Force Majeure”. For purposes of this Agreement, the term “Force Majeure” means any cause, action or agency delaying or preventing the performance of a party’s obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

5. Payment:

5.1. The County agrees to pay the Contractor for the Work performed in accordance with the terms of this Agreement. The total lump sum amount for completion of the Project is **\$118,000.00** (“Contract Price”). The Contract Price includes the Work performed by the Contractor and any subcontractors, travel, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs and expenses associated with the Contractor’s performance of the Work.

5.2. Payments are to be made by the County to the Contractor at stages of percent complete based on the Contract Price, upon presentation of an Invoice submitted to the County on a monthly basis in accordance with paragraph 6 for all Work actually, timely and satisfactorily rendered.

6. Payment Procedures:

6.1. As used herein, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments for Work rendered shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days as provided in the Act in which to make payment.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed. The amount of the monthly payment shall be the total value of the Work rendered for the Project to the date of the Invoice, based on the Contract Price, less requests previously submitted and payments made, and in no event shall payment exceed the Contract Price.

6.3. Invoices shall be signed by the Contractor and must include the following information and items:

- A. The Contractor's name, address and phone number, including payment remittance address.
- B. The Invoice number and date.
- C. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
- D. The period of the Work covered by the Invoice.
- E. The total amount of payment requested, the total amount previously requested, and the total amount paid to date.
- F. Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion.
- G. The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested.

6.4. Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

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

6.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

6.7. Final Payment. Subsequent to completion of the Work and prior to final payment, final accounting of the total amount of all payments shall be provided by the Contractor in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Contractor in its accounting system. Utilizing the final accounting of costs and the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor. It is agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Work done or material furnished under this Agreement. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County at the time of final inspection. After final payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if: (i) the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation, and (ii) the cost of reimbursing the Contractor is within the Contract Price. It is understood and agreed to by the parties that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement until the following items have been submitted to and approved by the County in proper form and substance:

- 1) Final accounting addressed above;
- 2) Completion of any punch list generated from final inspection;
- 3) Final acceptance by the County of the Project;
- 4) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
- 5) Contractor's warranty and any warranties from third parties; and
- 6) Certificate of Final Payment.

6.8. The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

7. Change Orders:

7.1. Change Orders shall only be used when necessary to clarify the Work; to provide for a change in the Work; to provide for an adjustment to the Contract Price; to provide for a time extension; to settle contract claims; and to make the Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the

County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

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

8. Taxes:

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

9. PUBLIC RECORDS:

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

- a. Keep and maintain public records required by the County to perform the Work required under the Agreement;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Work. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

10. Appropriated Funds:

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

11. Audit:

11.1 The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall

be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

12. Indemnification:

12.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

12.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Work and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

12.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and 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.

12.4. The provisions in this paragraph shall survive the termination or expiration of this Agreement.

13. Insurance:

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

<u>Insurance Type</u>	<u>Limits</u>
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises \$ 5,000 Medical Expenses (any one person)
Automobile Liability	\$1,000,000 Combined Single Limit with bodily

(all automobiles-owned, hired or non-owned)

injury/property damage, with minimum limits for all additional coverages

Workers Compensation
Employers Liability

Statutory limits
\$100,000 Each Accident
\$500,000 Disease Policy
\$100,000 Disease-Each Employee

13.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Either prior to, or simultaneously with the execution of this Agreement, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear"** as **"Additional Insured."** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

14. Subcontractors:

14.1. Subcontractors may be utilized by the Contractor for the Work. The Contractor shall provide the names of all subcontractors performing any Work associated with this Agreement to the Project Manager.

14.2. Any subcontractor utilized by the Contractor, shall be supervised and compensated by the Contractor. The Contractor will be responsible to the County for the satisfactory performance and timeliness of any Work provided by a subcontractor.

14.3. The Contractor shall be fully responsible to the County for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

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

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

15. Safeguards, Preservation of Property, and Failure to Restore Damaged Property:

15.1. The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

15.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Work on or around such property.

15.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

16. Authority to Suspend Work:

16.1. The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should the County be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as the County Representative and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. Warranties and Representations:

17.1. The Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other

resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

17.2. The Contractor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by the County, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and the Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of the County, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then the County shall cause to be served upon the Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and the Contractor shall promptly comply therewith at its sole cost and expense.

17.3. Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

17.4. The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

18. Waste and Hazardous Material Disposal:

18.1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to the County, and in accordance with federal, state, and local laws and ordinances.

19. SCRUTINIZED COMPANIES CERTIFICATION:

19.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida

Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

20. Independent Contractor:

20.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

21. Public Entities Crimes:

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

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

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

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

22. No Assignment:

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

23. No Third-Party Beneficiaries:

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

24. Amendment or Modification of Agreement:

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

25. Further Assurances:

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

26. Remedies:

26.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

27. Governing Law and Venue:

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

28. Attorneys' Fees:

28.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

29. Waiver:

29.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

30. Severability:

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

31. Headings:

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

32. Counterparts:

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

33. Entire Agreement:

33.1. This Agreement represents the entire agreement between the parties for the provision of the Work. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

34. Authority:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

MUSCO SPORTS LIGHTING, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Wayne Bolla
Its Chairman

ATTEST:

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



Thunderbolt Multipurpose Field Phase 2
Date: January 4, 2022
To: Mr. Justin Pierce
Pricing Per Clay County Contract RFP#18/19-2
Project #171838

Quotation Price – Musco Equipment and Turnkey Installation

Musco's Light Structure TLC for LED lighting system as described below and delivered to the job site:
 (See Contract Pricing Breakdown Below)

Thunderbolt Multipurpose Field (360' x 180').....\$118,000

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- (2) Pre-cast concrete bases
- (2) Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- (14) Factory-aimed and assembled TLC LED luminaires
- Tie into Existing Musco Lighting Contactor Cabinet and Control Link

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light levels for 25 years (25 footcandles)
- Lighting Contactors sized for voltage and phase at jobsite

Field Description	Quantity	Pricing Per Clay	Extended Price
(Sect I) Football Field (360'x160') 50' setback 30 FC	1	\$153,700	\$153,700
(Sect 1) Other Applications – Additional Lighting	2	\$3,500	\$7,000
(Sect III) Labor Costs Pole Installation - 70'	2	\$5,300	\$10,600
(Sect IV) Electrical Costs B. Wiring from Contactors to Poles #10	2	\$5,400	\$10,800
Subtotal			\$182,100
Deduct Design Parameters			\$64,100
Total:			\$118,000

Sales tax is not included as part of this quote.

Notes:

Quote is based on:

- Structural code and wind speed = FBC 2020, 130 MPH
- Includes permitting
- Bonding not included as part of the quotation
- Installation pricing per attached Scope of Work

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Danny Sheldon
North Florida Sales Representative
Musco Sports Lighting, LLC
Phone: 352-665-0578 Fax: 800/374-6402
E-mail: danny.sheldon@musco.com

Scope of Work: Light-Structure System™ - Turnkey

Thunderbolt Park Multipurpose Phase 2 Clay County, FL Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any necessary power company fees and requirements.
6. Provide area on site for disposal of spoils from foundation excavation.
7. Provide area on site for dumpsters.
8. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide foundations, poles, electrical enclosures, luminaires, pole harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500 psf soils.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.
6. Pay for permitting.

Musco Subcontractor Responsibilities

General:

1. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as needed.
3. Provide necessary waste disposal and daily clean up.
4. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
5. Obtain any required permitting.
6. Confirm the existing underground utilities and irrigation have been located and are clearly marked in order to avoid damage from construction equipment. Repair any such damage during construction.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



Scope of Work: Light-Structure System™ - Turnkey

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (2) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (2) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
2. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to add (3) contactors and terminate all necessary wiring.
2. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control Link Central™ at 877-347-3319.





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee

DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT:

Approval of the Agreement with Bliss Products & Services, Inc, for the purchase and installation of sports netting at seven County Parks as described in Attachment A, in the amount of \$334,261.45. The seven projects are to be completed by July 30, 2022.

Funding Source: General Fund / Parks and Recreation Admin / M&E Non-Capitalized

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This Agreement is based on the County's award of RFP No. 18/19-2 Various Equipment and Amenities for Parks and Playgrounds. The following parks are covered under this Agreement for purchase and installation of baseball netting: Omega Park, Water Odum Park, Tanglewood Park, Armstrong Park, Little Rain Lake Park, Carl Pugh Park, and Oakleaf Community Park.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes\No\N/A):

Yes

Funding Source: General Fund / Parks and Recreation Admin / M&E Non-Capitalized

Account # FD1000-CC1188-564200 Amount - \$334,261.45

Sole Source (Yes\No):

No

Advanced Payment

(Yes\No):

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

▣ Agreement

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Wanamaker, Howard	Approved	4/13/2022 - 5:18 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022 – _____

**AGREEMENT FOR INSTALLATION OF BASEBALL SAFETY NETTING AT
VARIOUS PARKS IN CLAY COUNTY**

This Agreement for Installation of Baseball Safety Netting at various Parks in Clay County (“Agreement”) is made and entered into this ____ day of April, 2022 (“Effective Date”) by and between Bliss Products and Services, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County previously issued a Request for Proposal, RFP 18/19-2 (“RFP”), to establish a firm, fixed percentage discount from manufacturer’s and/or bidder’s current catalog/supply/product information price list for the purchase of various equipment and amenities for parks, playgrounds, and lighting services as requested by the County; and

WHEREAS, the County awarded the RFP to multiple companies, including the Contractor, to provide pricing on an as needed and project by project basis based on discount pricing in accordance with the RFP; and

WHEREAS, the County solicited quotes from the Contractor to provide all labor, materials, and equipment to provide a turnkey installation of baseball netting at seven Parks in Clay County in accordance with the discount pricing per the RFP; and

WHEREAS, the Contractor responded with Quotes for each of the seven Parks, attached hereto as **Composite Attachment A** and incorporated herein by reference, to provide the labor, materials, equipment, and turnkey installation of the baseball netting in accordance with the RFP discount pricing; and

WHEREAS, the Contractor is licensed and qualified to provide the services under this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the RFP applies to this Agreement and is incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

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

1. Project and Scope of Work:

1.1. The Contractor shall furnish and deliver all labor, materials, and equipment required to provide a turnkey installation of baseball netting at seven Parks located in Clay County as described in **Composite Attachment A** (the "Project"). The scope of work to be performed and provided by the Contractor for the Project is set forth in **Composite Attachment A**. The term "Work" as used herein means the scope of work to be provided, services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under this Agreement.

1.2. The Contractor shall perform the Work as described in **Composite Attachment A** at the following Parks:

1. Carl Pugh Community Park, 317 S. West Street, Green Cove Springs, FL 32043
2. Little Rain Lake Park, 6725 Little Rain Blvd., Keystone Heights, FL 32656
3. Omega Park, 4317 County Road 218, Middleburg, FL 32068
4. Paul C. Armstrong Community Park, 2445 County Road 220, Middleburg, FL 32068
5. Oakleaf Community Park, 3979 Plantation Oaks Blvd., Orange Park, FL 32065
6. Tanglewood Community Park, 1466 Gifford Avenue, Orange Park, FL 32065
7. Walter Odum Community Park, 450 Parkwood Drive, Orange Park, FL 32073

1.3. In providing the Work, the Contractor shall:

- A. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
- B. Coordinate work days, hours, and access to the Parks with the Project Manager along with delivery of the equipment/materials and installation.
- C. Install all equipment/material per the manufacturer's instructions.
- D. Obtain all required permissions and inspections as applicable.
- E. Coordinate with the Project Manager all inspection(s). Complete any items on the punch list generated from the inspection(s).
- F. Meet with the County Representative and/or the Project Manager as requested and as arranged by the parties to review the Work.
- G. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

1.4. Within ten (10) days of the Effective Date of this Agreement, the Contractor shall provide to the Project Manager a schedule for the Work broken down by each Park showing production and installation timeframes ("Project Schedule"). Work may proceed at the various Parks on a concurrent or consecutive basis, or both. The Contractor agrees to use its best efforts to schedule the Work at various Parks so that it is performed simultaneously and/or in groups to timely complete the Project.

1.5. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the

personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. The Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

1.6. The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”).

1.7. In performance of the Work, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Work. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.8. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Justin Pierce, Interim Director of Clay County Parks and Recreation.

2. Additional Work and Fees:

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

3. Term:

3.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Work. The Contractor agrees to timely perform all necessary Work in accordance with this Agreement. The Contractor shall achieve Final Completion of the Project by July 30, 2022. The Agreement shall be extended only upon subsequent written agreement of the parties.

4. Default and Termination:

4.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform or begin Work on time; fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Project; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been

discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Work under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

4.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

4.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

4.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

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

4.6. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a “Force Majeure”. For purposes of this Agreement, the term “Force Majeure” means any cause, action or agency delaying or preventing the performance of a party’s obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

5. Payment:

5.1. The County agrees to pay the Contractor for the Work performed in accordance with the terms of this Agreement. The total lump sum amount for completion of the Project is **\$334,261.45** (“Contract Price”). The Contract Price includes the Work performed by the Contractor and any subcontractors, travel, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs and expenses associated with the Contractor’s performance of the Work.

5.2. The Contract Price has been allocated by the Contractor into lump sum amounts for each Park based on the unit price descriptions as set forth in **Composite Attachment A**. Payments will be made by the County to the Contractor at stages of percent complete based on the amounts set forth in **Composite Attachment A**, upon presentation of an Invoice submitted to the County on a monthly basis in accordance with paragraph 6 for all Work actually, timely and satisfactorily rendered.

6. Payment Procedures:

6.1. As used herein, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments for Work rendered shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days as provided in the Act in which to make payment.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed. The amount of the monthly payment shall be the total value of the Work rendered for the Project to the date of the Invoice

based on the lump sum amounts in **Composite Attachment A**, less requests previously submitted and payments made.

6.3. Invoices shall be signed by the Contractor and must include the following information and items:

- A. The Contractor's name, address and phone number, including payment remittance address.
- B. The Invoice number and date.
- C. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
- D. The period of the Work covered by the Invoice.
- E. The total amount of payment requested, the total amount previously requested, and the total amount paid to date broken down by each Park.
- F. Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion.
- G. The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested.

6.4. Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

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

6.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the

Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term “subcontractor”, as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

6.7. Final Payment. Subsequent to completion of the Work and prior to final payment, final accounting of the total amount of all payments shall be provided by the Contractor in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Contractor in its accounting system. Utilizing the final accounting of costs and the Contractor’s records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor. It is agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Work done or material furnished under this Agreement. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County’s right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County at the time of final inspection. After final payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if: (i) the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation, and (ii) the cost of reimbursing the Contractor is within the Contract Price. It is understood and agreed to by the parties that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement until the following items have been submitted to and approved by the County in proper form and substance:

- 1) Final accounting addressed above;
- 2) Completion of any punch list generated from final inspection;
- 3) Final acceptance by the County of the Project;
- 4) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
- 5) Contractor’s warranty and any warranties from third parties; and
- 6) Certificate of Final Payment.

6.8. The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

7. Change Orders:

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

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

8. Taxes:

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

9. PUBLIC RECORDS:

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

10. Appropriated Funds:

10.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which

are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

11. Audit:

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

12. Indemnification:

12.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

12.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Work and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

12.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and 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.

12.4. The provisions in this paragraph shall survive the termination or expiration of this Agreement.

13. Insurance:

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

<u>Insurance Type</u>	<u>Limits</u>
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

13.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Either prior to, or simultaneously with the execution of this Agreement, the Contractor must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add **“Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear”** as **“Additional Insured.”** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide thirty (30) day prior written notification to the County’s Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

14. Subcontractors:

14.1. Subcontractors may be utilized by the Contractor for the Work. The Contractor shall provide the names of all subcontractors performing any Work associated with this Agreement to the Project Manager.

14.2. Any subcontractor utilized by the Contractor, shall be supervised and compensated by the Contractor. The Contractor will be responsible to the County for the satisfactory performance and timeliness of any Work provided by a subcontractor.

14.3. The Contractor shall be fully responsible to the County for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

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

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

15. Safeguards, Preservation of Property, and Failure to Restore Damaged Property:

15.1. The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

15.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Work on or around such property.

15.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

16. Authority to Suspend Work:

16.1. The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should the County be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as the County Representative and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or

otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. Warranties and Representations:

17.1. The Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

17.2. The Contractor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by the County, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and the Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of the County, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then the County shall cause to be served upon the Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and the Contractor shall promptly comply therewith at its sole cost and expense.

17.3. Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

17.4. The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

18. Waste and Hazardous Material Disposal:

18.1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to the County, and in accordance with federal, state, and local laws and ordinances.

19. SCRUTINIZED COMPANIES CERTIFICATION:

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

20. Independent Contractor:

20.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

21. Public Entities Crimes:

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

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

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

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

22. No Assignment:

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

23. No Third-Party Beneficiaries:

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

24. Amendment or Modification of Agreement:

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

25. Further Assurances:

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

26. Remedies:

26.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

27. Governing Law and Venue:

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

28. Attorneys' Fees:

28.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

29. Waiver:

29.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

30. Severability:

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

31. Headings:

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

32. Counterparts:

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

33. Entire Agreement:

33.1. This Agreement represents the entire agreement between the parties for the provision of the Work. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

34. Authority:

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BLISS PRODUCTS AND SERVICES, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Wayne Bolla
Its Chairman

ATTEST:

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

**COMPOSITE
ATTACHMENT A
QUOTES FOR PARKS**



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **44755**

Sales Rep: DeWitt Gibbs
 dewitt@blissproducts.com
 O: (800) 248-2547
 F: (866) 920-1915
 C: (904) 219-7760

**CLAY CO BOARD OF COUNTY
 COMMISSIONERS**

Date 4/6/2022

Project Carl Pugh Park -
 Baseball Netting

Bill To

CLAY CO BOARD OF COUNTY
 COMMISSIONERS
 PO Box 988
 invoices@clayclerk.com
 Green Cove Springs, Florida 32043

Ship To

Carl Pugh Community Park
 317 S. West Street
 Green Cove Springs, Florida
 32043

Contact

Justin Pierce
 Interim Director of Clay County
 Parks and Recreation
 Phone: (904) 284-6387

Approximate Ship Date

Ship Via
 BEST WAY

Terms
 Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Carl Pugh Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Field One - Replacement of Cap Netting / 2 Barrier Panels Cap Dimensions: 33'H x 100'L 1st Base Panel: 13'H x 22'L 3rd Base Panel: 13'H x 22'L Field Two - Replacement of Cap Netting Cap Dimensions: 25'H x 85'L Field Three- No Netting- Tee Ball Field Fields Four- Cap Netting, First Base Barrier Netting to protect walkway, Right Field Barrier Netting Cap Dimensions: 25'H x 82'L First Base Barrier: 8'H x 12'L, 20'H x 71'L Right Field Barrier: 25'H x 70'L Field Five - Replacement of Cap Netting, Replacement of Left Field Barrier Netting, New Third Base Barrier Netting to protect walkway and field 4, wing barrier net pieces: Cap Dimensions: 30'H x 96'L 3rd Base Barrier: 20'H x 172'L Leftfield Barrier: 30'H x 132'L Wing Barrier Infill Pieces (2) 8'H x 20'L	20,163	\$0.56	\$11,291.28
BUR		Discount per Clay County Contract 18/19-2 Allowed discount of 5%	1	-\$564.57	-\$564.57
BUR		Turn-key Installation of Netting at Carl Pugh Park	1	\$22,863.15	\$22,863.15

Sub Total \$33,589.86
Freight 0.00
Tax 0.00
Grand Total \$33,589.86

Taxable Subtotal

• Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.

- **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **44939**

Sales Rep: DeWitt Gibbs
 dewitt@blissproducts.com
 O: (800) 248-2547
 F: (866) 920-1915
 C: (904) 219-7760

**CLAY CO BOARD OF COUNTY
 COMMISSIONERS**

Date 4/6/2022

Project Little Rain Lake Park
 - Baseball Netting

Bill To

CLAY CO BOARD OF COUNTY
 COMMISSIONERS
 PO Box 988
 invoices@clayclerk.com
 Green Cove Springs, Florida 32043

Ship To

Little Rain Lake Park
 6725 Little Rain Lake Blvd.
 Keystone Heights, Florida
 32656

Contact

Justin Pierce
 Interim Director of Clay County
 Parks and Recreation
 Phone: (904) 284-6387

Approximate Ship Date

Ship Via
 BEST WAY

Terms
 Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Little Rain Lake Park	Netting for new cap net systems at 6 fields- excludes the 2 smaller fields as it is not required. Engineered design for 125mph-exposure C-category II Cap Netting to be 30' AGL, #24 Nylon BSF Double UV Paint Treated	18,000	\$0.56	\$10,080.00
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-\$504.00	-\$504.00
BUR	INSTALL	Installation of new cap net systems at 6 fields- excludes the 2 smaller fields as it is not required. Engineered design for 125mph-exposure C-category II Poles: (12) 10.75" Steel Poles, 30' AGL with 10' Embedment, backfilled with concrete The steel poles have a minimum yield strength of 65,000 psi (65 ksi). All pole plates and shapes conform to the requirements of ASTM A36 as well as ASTM A572. Painted with black protective coating. Includes all poles for netting, hardware, concrete, auger, crane, lift rentals, labor, and freight. Price is based on normal digging conditions and full accessibility for equipment and concrete trucks at each pole location. Excludes any fence removal, sod repair or curb or side walk repair that may be damaged by our equipment.	1	\$106,830.00	\$106,830.00

Sub Total

\$116,406.00

	Freight	0.00
Taxable Subtotal	Tax	0.00
	Grand Total	\$116,406.00

- **Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**
- **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **33351**

Sales Rep: DeWitt Gibbs
 dewitt@blissproducts.com
 O: (800) 248-2547
 F: (866) 920-1915
 C: (904) 219-7760

**CLAY CO BOARD OF COUNTY
 COMMISSIONERS**

Date 4/6/2022

Project Omega Park
 Baseball Netting

Bill To

CLAY CO BOARD OF COUNTY
 COMMISSIONERS
 PO Box 988
 invoices@clayclerk.com
 Green Cove Springs, Florida 32043

Ship To

Omega Park
 4317 County Road 218
 Middleburg, Florida 32068

Contact

Justin Pierce
 Interim Director of Clay County
 Parks and Recreation
 Phone: (904) 284-6387

Approximate Ship Date

Ship Via
 BEST WAY

Terms
 Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Omega Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Field 2 - 30'H x 95'L Field 3 - 33'H x 80'L Field 4 - 30'H x 75'L Field 1- 20'H x 48'L, 20'H x 46'L, 20'H x 28'L	10,180	\$0.56	\$5,700.80
BUR		All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Entrance Walkway Barrier Protective Netting Systems- Main park entrance from parking lot between Fields #2 and #3. Barrier protective netting beginning at the 16'H chain link backstop and extending approx 145' on field 3 and 120' on field 2. 11'H x 150'L 11'H x 125'L.	3,025	\$0.56	\$1,694.00
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-\$369.74	-\$369.74
BUR		Turnkey Installation of Backstop Cap Netting on Fields 2, 3, and 4 and Barrier Protective Netting on Field 1. Demo netting on Field 5, do not replace 9 - 4" OD Galvanized Poles, 15' above ground, backfilled and embedded with concrete. Installation includes hardware, freight, poles, concrete backfill, lift equipment, auger, netting, cabling, and labor. Includes core drilling concrete slab on field 3 at two locations (between dugout and tall backstop chain link fencing). Utility locate required at new pole locations**	1	\$39,277.10	\$39,277.10

	Sub Total	\$46,302.16
	Freight	0.00
	Tax	0.00
Taxable Subtotal		
	Grand Total	\$46,302.16

-
- **Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.**
 - **Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.**

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **44938**

Sales Rep: DeWitt Gibbs
 dewitt@blissproducts.com
 O: (800) 248-2547
 F: (866) 920-1915
 C: (904) 219-7760

**CLAY CO BOARD OF COUNTY
 COMMISSIONERS**

Date 4/6/2022

Project Paul C. Armstrong Park
 - Baseball Netting

Bill To

CLAY CO BOARD OF COUNTY
 COMMISSIONERS
 PO Box 988
 invoices@clayclerk.com
 Green Cove Springs, Florida 32043

Ship To

Paul C. Armstrong Park
 2445 County Road 220
 Middleburg, Florida 32068

Contact

Justin Pierce
 Interim Director of Clay County
 Parks and Recreation
 Phone: (904) 284-6387

Approximate Ship Date

Ship Via
 BEST WAY

Terms
 Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Armstrong Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Field 1 and 2 Cap Nets, build 2 nets at 28'H x 90'L Field 3 Barrier Nets down 1st and 3rd baselines, build 2 nets @ 10'H x 45'L	5,940	\$0.56	\$3,326.40
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-\$166.32	-\$166.32
BUR		Turn-key Installation of Cap Netting on Fields 1 and 2 and Barrier Protective Netting on Field 3. Installation includes hardware, lift equipment, netting, cabling, and labor. *****Requires tree limbs cut back on field 3*****	1	\$14,150.00	\$14,150.00

Sub Total	\$17,310.08
Freight	0.00
Taxable Subtotal	Tax
	0.00
Grand Total	\$17,310.08

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **44756**

Sales Rep: DeWitt Gibbs
 dewitt@blissproducts.com
 O: (800) 248-2547
 F: (866) 920-1915
 C: (904) 219-7760

**CLAY CO BOARD OF COUNTY
 COMMISSIONERS**

Date 4/6/2022

Project Oakleaf Community
 Park - Baseball Netting

Bill To

CLAY CO BOARD OF COUNTY
 COMMISSIONERS
 PO Box 988
 invoices@clayclerk.com
 Green Cove Springs, Florida 32043

Ship To

Oakleaf Community Park
 3979 Plantation Oaks Blvd.
 Orange Park, Florida 32065

Contact

Justin Pierce
 Interim Director of Clay County
 Parks and Recreation
 Phone: (904) 284-6387

Approximate Ship Date

Ship Via
 BEST WAY

Terms
 Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Oakleaf Community Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Quad Overhead Protective Netting System Netting to cover concession stand and common area between fields terminating at the end of the 15'H chainlink backstop wings. Approx 11,000sqft of netting Entrance Walkway Barrier Protective Netting Systems- Both park entrance walkways between Fields #1/#2 and Fields #2/#3, both sides. Barrier protective netting beginning at the 15'H chain link backstop and extending all the way down to the emergency vehicle entrance gates, approx 145' in length. 4 Sections of Netting: 11'H x 150'L.	17,600	\$0.56	\$9,856.00
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-\$492.80	-\$492.80
BUR		Installation includes hardware, freight, poles, concrete backfill, lift equipment, auger, netting, cabling, and labor. 17 - 4" OD Galvanized Poles, 15' above ground, backfilled and embedded with concrete. Utility locate required at new pole locations**	1	\$52,283.60	\$52,283.60

	Sub Total	\$61,646.80
	Freight	0.00
	Tax	0.00
Taxable Subtotal		
	Grand Total	\$61,646.80

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **45041**

Sales Rep: DeWitt Gibbs
 dewitt@blissproducts.com
 O: (800) 248-2547
 F: (866) 920-1915
 C: (904) 219-7760

**CLAY CO BOARD OF COUNTY
 COMMISSIONERS**

Date 4/6/2022

Project Tanglewood Park -
 Baseball Netting

Bill To

CLAY CO BOARD OF COUNTY
 COMMISSIONERS
 PO Box 988
 invoices@clayclerk.com
 Green Cove Springs, Florida 32043

Ship To

Tanglewood Park
 1466 Gifford Ave.
 Orange Park, Florida 32065

Contact

Justin Pierce
 Interim Director of Clay County
 Parks and Recreation
 Phone: (904) 284-6387

Approximate Ship Date

Ship Via
 BEST WAY

Terms
 Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Tanglewood Park	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated Two Areas to be Protected - 1) On Field 1 - above 1st Base Dugout / down 1st Base Line to protect Batting Cage Area. 2) Between Fields 2 and 3 Dimensions: 14'H x 50'L	1,400	\$0.56	\$784.00
BUR		Discount per Clay Co Contract 1819-2 Allowed discount of 5%	1	-\$39.20	-\$39.20
BUR		Turn-key Installation of Barrier Net at Tanglewood Park. Includes installation of 2 Size 4" Schedule 40 Galvanized Steel Pole / 26'L with 20' above ground and Concrete Embedment. Installation includes Auger, Lull and Lift Rental. All necessary hardware included.	1	\$13,978.25	\$13,978.25

	Sub Total	\$14,723.05
	Freight	0.00
	Tax	0.00
Taxable Subtotal		
	Grand Total	\$14,723.05

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **59168**

Sales Rep: DeWitt Gibbs
 dewitt@blissproducts.com
 O: (800) 248-2547
 F: (866) 920-1915
 C: (904) 219-7760

**CLAY CO BOARD OF COUNTY
 COMMISSIONERS**

Date 4/6/2022

Project Walter Odum Park -
 Baseball Netting

Bill To

CLAY CO BOARD OF COUNTY
 COMMISSIONERS
 PO Box 988
 invoices@clayclerk.com
 Green Cove Springs, Florida 32043

Ship To

Walter Odum Park
 450 Parkwood Drive
 Orange Park, Florida 32073

Contact

Justin Pierce
 Interim Director of Clay County
 Parks and Recreation
 Phone: (904) 284-6387

Approximate Ship Date

Ship Via
 BEST WAY

Terms
 Net 45

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BUR	Walter Odum Pk	All Netting to be 1-3/4" Square #24 Nylon, Black, BSF UV Treated - Dims: 20 x 50, First Base Panel: 15 x 50 Third Base Panel: 15 x 36 - Dims: 20 x 60, First Base Panel: 15 x 33 Third Base Panel: 15 x 50. - Dims: 20 x 65 First Base Panel: 15 x 50, Third Base Panel: 15 x 51	7,550	\$0.56	\$4,228.00
BUR	DISC	Discount per Clay Co Contract 1819-2 Allowed discount of 5	1	-\$211.40	-\$211.40
BUR		Turn-key Installation of Barrier Net at Walter Odum Park. Includes SE Field in Quad- Major Field- Cap + Barrier Netting, Install 4 new Poles Cap Dims: 20 x 50, First Base Panel: 15 x 50 Third Base Panel: 15 x 36 NE Field in Quad- Lg Softball Field- Cap + Barrier Net, Install 4 new poles Cap Dims: 20 x 60, First Base Panel: 15 x 33 Third Base Panel: 15 x 50. NW Field in Quad- Minor Field- Cap + Barrier Netting, Install 4 new poles Cap Dims: 20 x 65 First Base Panel: 15 x 50, Third Base Panel: 15 x 51	1	\$40,266.90	\$40,266.90

Sub Total \$44,283.50
Freight 0.00
Tax 0.00

Taxable Subtotal

Financing as low as **\$1,027.38** / month may be available pending credit approval.

Grand Total \$44,283.50

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts

must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee

DATE:

FROM: Karen Smith, Administrative
and Contractual Services

SUBJECT:

1) Approval to post notice of intent and Award Bid No. 21/22-30, Mowing Services for Parks and Recreation to Greenway Lawn and Landscape, LLC. at the price per cut per location listed with the proposal. Approval will be effective after the 72 hour period for protest has expired.

2) Additional approval of accompanying agreement with Greenway Lawn and Landscape, LLC for the term of 24 months, for the prices per cut listed in the Attachment C Price Sheet.

Funding Source: General Fund / Parks and Recreation Admin / Temporary Labor - Billing, Collection, and Management

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of this bid is to provide mowing services to assist the Parks and Recreation Department with maintaining certain county parks.

The bid was sent to 36 vendors with 2 bids and one "no bid" received.

Is Funding Required (Yes/No):
Yes

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

Funding Source: General Fund / Parks and Recreation Admin / Temporary Labor - Billing, Collection, and Management

Account # FD1000-CC1188-SC534600 Amount - Various per cut

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

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

Hearing Type:

Initiated By:

Not applicable

ATTACHMENTS:

Description

- Agenda Backup for Parks Mowing
- Agreement

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Purchasing	Wanamaker, Howard	Approved	4/13/2022 - 5:19 PM	Item Pushed to Agenda

BID RECOMMENDATION

Bid No. 21/22-30, MOWING SERVICES FOR PARKS AND RECREATION

BIDDERS	BID TOTAL
Bryan's Landscaping Services	\$48,488
Greenway Lawn & Landscape LLC	\$30,970
Challenge Enterprise	No Bid
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Staff Assigned to Tabulate Bids and Make Recommendations:

<u>NAME</u>	<u>TITLE</u>
Justin Pierce	Interim Parks & Recreation Director
_____	_____
_____	_____
_____	_____

FUNDING SOURCE: Parks & Recreation-Temp Labor/Bill/Coll/Mgmt

RECOMMENDATION:

Greenway Lawn& Landscape LLC

If only one bid is received, state reason why accepted and not re-bidding:

BID TABULATION FORM

Bid: 21/22-30

Date: April 5, 2022

Proj: Mowing Services for Parks and Recreation

Time Open: 9:02 AM

Ad: Clay Today, March 10, 2022

Time Close: 9:08 AM

This is a generic tabulation form; all required documents will be verified prior to recommendation.

Bids to be evaluated based on criteria established in bid document

Bidder		Bid Bond/Check	Local Preference	District 1	District 2	District 3
1	Bryan Landscaping	YES	YES	\$ 208,772.00	\$ 30,362.00	\$48,488 (Corrected)
2	Greenway Lawn	YES	YES	\$ 205,200.00	\$ 8,550.00	\$ 30,970.00
3	Challenge Enterprise			NO BID		

*Staff will review the proposals and present a recommendation to the Finance and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in Bid document. Items above are subject to full review and evaluation of submittal.

PRICE COMPARISON
Bid No. 21/22-30, Mowing Services for Parks and Recreation

Park Name	Bryan Landscaping		Greenway Landscaping	
	Per Cut	Total (38 Cuts)	Per Cut	Total (38 Cuts)
W.E Varnes Park	\$ 159.00	\$ 6,042.00	\$ 100.00	\$ 3,800.00
Doctors Lake Park	\$ 159.00	\$ 6,042.00	\$ 40.00	\$ 1,520.00
Ronnie Van Zant Park	\$ 1,016.00	\$ 38,608.00	\$ 2,000.00	\$ 76,000.00
Island Forest Park	\$ 229.00	\$ 8,702.00	\$ 120.00	\$ 4,560.00
Ridaught Landing Park	\$ 129.00	\$ 4,902.00	\$ 40.00	\$ 1,520.00
Oak Creek Park	\$ 159.00	\$ 6,042.00	\$ 40.00	\$ 1,520.00
Main Street Park	\$ 259.00	\$ 9,842.00	\$ 175.00	\$ 6,650.00
Old Ferry Boat Ramp	\$ 126.00	\$ 4,788.00	\$ 40.00	\$ 1,520.00
Lakeshore Boat Ramp	\$ 259.00	\$ 9,842.00	\$ 110.00	\$ 4,180.00
Knights Marina	\$ 409.00	\$ 15,542.00	\$ 145.00	\$ 5,510.00
Moccasin Slough Park	\$ 319.00	\$ 12,122.00	\$ 190.00	\$ 7,220.00
Black Creek Ravines (Parking Area)	\$ 159.00	\$ 6,042.00	\$ 165.00	\$ 6,270.00
Greenwood Park	\$ 159.00	\$ 6,042.00	\$ 40.00	\$ 1,520.00
Heritage Farms (Four Silos) A	\$ 359.00	\$ 13,642.00	\$ 260.00	\$ 9,880.00
Heritage Farms (Four Silos) B	\$ 100.00	\$ 3,800.00	\$ 260.00	\$ 9,880.00
Moody Ave Park	\$ 576.00	\$ 21,888.00	\$ 460.00	\$ 17,480.00
Black Creek Park & Trail	\$ 209.00	\$ 7,942.00	\$ 40.00	\$ 1,520.00
Camp Chowenwaw Park	\$ 709.00	\$ 26,942.00	\$ 1,175.00	\$ 44,650.00
District 1 Totals	\$ 5,494.00	\$ 208,772.00	\$ 5,400.00	\$ 205,200.00
Governors Creek (Boat Ramp)	\$ 126.00	\$ 4,788.00	\$ 50.00	\$ 1,900.00
Williams Park	\$ 179.00	\$ 6,802.00	\$ 50.00	\$ 1,900.00
Old Shands Pier	\$ 126.00	\$ 4,788.00	\$ 40.00	\$ 1,520.00
Williams Boat Ramp	\$ 159.00	\$ 6,042.00	\$ 40.00	\$ 1,520.00
Pier Station Park	\$ 209.00	\$ 7,942.00	\$ 45.00	\$ 1,710.00
District 2 Totals	\$ 799.00	\$ 30,362.00	\$ 225.00	\$ 8,550.00
Fox Meadow Park	\$ 476.00	\$ 18,088.00	\$ 400.00	\$ 15,200.00
Foxridge Park	\$ 206.00	\$ 7,828.00	\$ 125.00	\$ 4,750.00
Hunter Douglas Park	\$ 306.00	\$ 11,628.00	\$ 200.00	\$ 7,600.00
Kingsley Lake Park	\$ 129.00	\$ 4,902.00	\$ 50.00	\$ 1,900.00
Deerfield Point Park	\$ 159.00	\$ 6,042.00	\$ 40.00	\$ 1,520.00
District 3 Totals	\$ 1,276.00	\$ 48,488.00	\$ 815.00	\$ 30,970.00

BID NO. 21/22-30, PARKS AND RECREATION MOWING
PRICE SHEET

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
1	W.E Varnes Park	1	38	159	\$6,042
2	Doctors Lake Park	1	38	159	\$6,042
4	Ronnie Van Zant Park	1	38	1016	\$38,608
5	Island Forest Park	1	38	229	\$8,702
6	Ridaught Landing Park	1	38	129	\$4,902
8	Oak Creek Park	1	38	159	\$6,042
10	Main Street Park	1	38	259	\$9,842
11	Old Ferry Boat Ramp	1	38	126	\$4,788
13	Lakeshore Boat Ramp	1	38	259	\$9,842
14	Knights Marina	1	38	409	\$15,542
17	Moccasin Slough Park	1	38	319	\$12,122
19	Black Creek Ravines (Parking Area)	1	38	159	\$6,042
22	Greenwood Park	1	38	159	\$6,042
23	Heritage Farms (Four Silos) A	1	38	359	\$13,642
23	Heritage Farms (Four Silos) B	1	38	100	\$3,800
24	Moody Ave Park	1	38	576	\$21,888

26	Black Creek Park & Trail	1	38	209	\$7,942
27	Camp Chowenwaw Park	1	38	709	\$26,942
			TOTAL	DISTRICT 1	\$ 208,772

Total Bid Written Words for District 1: \$208,772

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
12	Governors Creek (Boat Ramp)	2	38	126	\$4,788
15	Williams Park	2	38	179	\$6,802
16	Old Shads Pier	2	38	126	\$4,788
18	Williams Boat Ramp	2	38	159	\$6,042
25	Pier Station Park	2	38	209	\$7,942
			TOTAL	DISTRICT 2	\$ 30,362

Total Bid Written Words for District 2: \$30,362

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
3	Fox Meadow Park	3	38	476	\$18,088
7	Foxridge Park	3	38	206	\$7,828
9	Hunter Douglas Park	3	38	306	\$11,628

20	Kingsley Lake Park	3	38	129	\$4,902
21	Deerfield Point Park	3	38	159	\$6,042
			TOTAL	DISTRICT 3	\$ 48,494

Total Bid Written Words for District 3: \$48,494

COMPANY NAME: BRYAN'S LANDSCAPING SERVICES

***Number of cuts is estimated at 38 cuts per year. This bid will be awarded by lowest price per district to one or more contractors.**

****The County reserves the right to request a more defined schedule of values from contractors.**

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

BID NO. 21/22-30, PARKS AND RECREATION MOWING

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: BRYAN'S LANDSCAPING SERVICES
ADDRESS: 1793 FARM WAY
MIDDLEBURG, FL
32068
TELEPHONE: (904) 327-8717
FAX #: _____
E-MAIL: BRYANSLANDSCAPINGSERVICES@GMAIL.COM
Name of Person submitting Bid: DAMION BRYAN
Title: OWNER
Signature: _____
Date: 3/24/2022

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: _____
MAILING ADDRESS: _____

EMAIL: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____
Addendum No. _____ Date: _____ Acknowledged by: _____
Addendum No. _____ Date: _____ Acknowledged by: _____

BID NO. 21/22-30, PARKS AND RECREATION MOWING
PRICE SHEET

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
1	W.E Varnes Park	1	38	100	3,800.00
2	Doctors Lake Park	1	38	40.00	1,520.00
4	Ronnie Van Zant Park	1	38	2000.00	76,000.00
5	Island Forest Park	1	38	120.00	4,560.00
6	Ridaught Landing Park	1	38	40.00	1,520.00
8	Oak Creek Park	1	38	40.00	1,520.00
10	Main Street Park	1	38	175.00	6,650.00
11	Old Ferry Boat Ramp	1	38	40.00	1,520.00
13	Lakeshore Boat Ramp	1	38	110.00	4,180.00
14	Knights Marina	1	38	145.00	5,510.00
17	Moccasin Slough Park	1	38	190.00	7,220.00
19	Black Creek Ravines (Parking Area)	1	38	165.00	6,270.00
22	Greenwood Park	1	38	40.00	1,520.00
23	Heritage Farms (Four Silos) A	1	38	260.00	9,880.00
23	Heritage Farms (Four Silos) B	1	38	260.00	9,880.00
24	Moody Ave Park	1	38	460.00	17,480.00

26	Black Creek Park & Trail	1	38	40.00	1520.00
27	Camp Chowenwaw Park	1	38	1175.00	44650.00
			TOTAL	DISTRICT 1	\$ 205,200.00

Total Bid Written Words for District 1:

two hundred five thousand two hundred ⁰⁰/₁₀₀

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
12	Governors Creek (Boat Ramp)	2	38	50.00	1900.00
15	Williams Park	2	38	50.00	1900.00
16	Old Shads Pier	2	38	40.00	1520.00
18	Williams Boat Ramp	2	38	40.00	1520.00
25	Pier Station Park	2	38	45.00	1710.00
			TOTAL	DISTRICT 2	\$ 8550.00

Total Bid Written Words for District 2:

eight thousand five hundred fifty ⁰⁰/₁₀₀

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
3	Fox Meadow Park	3	38	400.00	15,200.00
7	Foxridge Park	3	38	125.00	4750.00
9	Hunter Douglas Park	3	38	200.00	7600.00

20	Kingsley Lake Park	3	38	50	1900.00
21	Deerfield Point Park	3	38	40.00	1520.00
			TOTAL	DISTRICT 3	\$ 30,970.00

Total Bid Written Words for District 3:

thirty thousand nine hundred seventy & ⁰⁰/₁₀₀

COMPANY NAME:

GreenWay Law & Landscape

***Number of cuts is estimated at 38 cuts per year. This bid will be awarded by lowest price per district to one or more contractors.**

****The County reserves the right to request a more defined schedule of values from contractors.**

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

BID NO. 21/22-30, PARKS AND RECREATION MOWING

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Greenway Lawn & Landscape

ADDRESS: 4930 Spring park rd
Jacksonville, FL 32207

TELEPHONE: 904 662 3059

FAX #:

E-MAIL: jdgreenwaylawn@gmail.com

Name of Person submitting Bid: J. O. Nixon

Title: CEO

Signature: 

Date: 4-4-22

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: J. O. Nixon

MAILING ADDRESS: 4930 Spring park rd
Jacksonville, FL 32207

EMAIL: jdgreenwaylawn@gmail.com

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____	Date: <u>4-4-22</u>	Acknowledged by: <u>J. O. Nixon</u>
Addendum No. _____	Date: <u>4-06-22</u>	Acknowledged by: <u>J. O. Nixon</u>
Addendum No. _____	Date: <u>4-4-22</u>	Acknowledged by: <u>J. O. Nixon</u>

BID NO. 21/22-30, MOWING SERVICES FOR PARKS AND RECREATION

PURPOSE

Clay County is seeking mowing services to assist the Parks and Recreation Department with maintaining certain county parks. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid.

SCOPE OF WORK

Services include but are not limited to:

1. Trash and debris removal, including but not limited to, tree branches, pinecones, paper, glass, and plastic, must be removed from the area to be cut prior to the start of cutting. Removal will include the proper disposal of debris. Trash collection areas are present on most sites. If there is not one on a given site it will be the contractor's responsibility to dispose of the material appropriately.
2. Grass is to be maintained at an average height of 1 1/2 inches to 3 inches. Grass clippings must be cleared from sidewalks, patios, porches, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings are left in visible clumps or piles, this excess shall be removed immediately preventing damage to the area of the lawn.
3. Trimming (weed whacking/edging) is required with each service around all trees, shrubs, boulders, curbs, poles, patios, fences, sidewalks and the perimeters of any buildings or structures. Trees should be trimmed such that limbs are a minimum of seven feet above ground. Hedges need to be trimmed as required to maintain a manicured appearance. Landscaped areas such as flower beds and parking lot islands shall be cleared of debris and weeding at each visit. Contractor will also remove weeds and grass growing where sidewalks and other paved areas intersect building walls.
4. Mulch must be added to or replaced at the request of the County at a cost per cubic yard, including labor, as listed on the Price Sheet.
5. Contractor will provide the Grounds Maintenance Superintendent a written schedule documenting day(s) of the week on which site(s) will be serviced. The schedule is to be submitted before work begins. It shall be the responsibility of the contractor to notify the Superintendent when a scheduled service is missed and to provide a new scheduled completion date.
6. There will be one mowing per week, during regular mowing season recognized as April 1 through October 31. There will be one mowing, biweekly, during the non-mowing season recognized as November 1st through March 31st.
7. The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason. All schedules are subject to adjustment for unusual weather or growing conditions.

District Maps:

The County has separated locations into districts to provide the best overall value to the County. The districts are intended to combine geographically proximate parks to improve efficiency and thereby realize cost efficiencies for the County. Contractors have the option to bid by district but must not bid on less than the total listing for each district. This bid will be awarded to one or more contractors by the lowest price per district.

Site Locations:

The actual amount of area to be maintained is dependent on the number and size of buildings, paved parking lots, ponds, pavilions, and wooded areas etc. It is up to the Contractor to calculate time and labor cost, prior to bidding, to meet the scope of services requested for each maintained area. Each site listed below is identified on “Exhibit A, Parks District Areas.”

<u>ID#</u>	<u>SITE</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>DISTRICT</u>
1	W.E Varnes Park	3593 Fortuna Drive	Orange Park	1
2	Doctors Lake Park	2399 Lakeshore Dr.	Fleming Island	1
4	Ronnie VanZant Park	2760 Sandridge Road	Lake Asbury	1
5	Island Forest Community	6183 Bermuda Drive	Fleming Island	1
6	Ridaught Landing Park	3016 Chief Ridaught Trail	Middleburg	1
8	Oak Creek Park	1760 Castille Drive	Fleming Island	1
10	Main Street Park	3788 Main Street	Middleburg	1
11	Old Ferry Boat Ramp	2231 Old Ferry Road	Lake Asbury	1
13	Lake Shore Boat Ramp	4300 Lakeshore Drive	Fleming Island	1
14	Knights Landing Marina	1472 River Road	Green Cove Springs	1
26	Black Creek Park & Trail	7890 Highway 17	Green Cove Springs	1
27	Camp Chowenwaw Park	1517 Ball Road	Green Cove Springs	1
17	Moccasin Slough Park	4392 Raggedy Point Road	Fleming Island	1
19	Black Creek Ravines	5645 Evergreen Lane	Middleburg	1
27	Black Creek Park and Trail	7890 Highway 17	Fleming Island	1
22	Greenwood Park	245 Evergreen Lane	Middleburg	1
23	Heritage Farms (Four Silos Park) A/B	1657 Farm Way	Orange Park	1
24	Moody Park	3510 Moody Ave	Orange Park	1
12	Governors Creek (Boat Ramp)	1282 N. Orange Ave	Green Cove Springs	2
15	Williams Park	120 Williams Park Road	Green Cove Springs	2
16	Old Shands Pier	4051 Shands Pier Road	Green Cove Springs	2
18	Williams Boat Ramp	240 Williams Park Road	Green Cove Springs	2
25	Pier Station Park	4160 Pier Station Road	Green Cove Springs	2
3	Fox Meadow Park	1155 Foxmeadow Trail	Middleburg	3
7	Foxridge Park	2594 Bottomridge Drive	Orange Park	3
9	Hunter Douglas Park	4393 Longmire Road	Middleburg	3
20	Kingsley Lake Park	6110 Kingsley Lake Drive	Starke	3
21	Deerfield Point Park	3228 Deerfield Point Dr.	Orange Park	3

LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor’s name and phone number.

AUTHORITY OF THE GROUNDS MAINTENANCE SUPERINTENDENT:

All work shall be done to the satisfaction of the Grounds Maintenance Superintendent. The primary responsibility of the Superintendent shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the Superintendent supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's superintendent each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all parks reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Grounds Maintenance Superintendent. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If the completed park(s) are found to be deficient upon inspection, the County's Grounds Maintenance Superintendent shall contact the contractor's superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Grounds Maintenance Superintendent that all remedial work has been completed. If the Superintendent determines that a section of the park remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Grounds Maintenance Superintendent shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Superintendent.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are items such as shrubbery, flower beds, irrigation systems (sprinkler heads), fencing, park amenities, vehicles, and other items which may be located within the County's Park. The County's Superintendent shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses, residents, and parkgoers.

WORK HOURS:

Contractor shall provide a work schedule including proposed work hours to the Grounds Maintenance Superintendent for approval.

ASSIGNMENT OF WORK TO OTHERS:

If the County's Superintendent determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

SEQUENCE OF WORK:

Cycle dates and the interim between cycles cannot be changed without the written consent of the Grounds Maintenance Superintendent. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the County's Superintendent and shall require the County's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

- (1) Trash and Debris Collection and Removal
- (2) Mowing.
- (3) Trimming, Edging
- (4) Removing grass clippings and debris on, sidewalks, patios, porches, drives, parking areas, and piled or clumped areas.
- (5) Quality Control Inspection by contactor.
- (6) Work complete report to County's Ground Maintenance Superintendent.

SCHEDULE OF WORK/ CUT CYCLE:

The work specified in this Bid Document shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used:

<u>Cut No.</u>	<u>Beginning Date</u>	<u>Completion Date</u>
1-4	April 1	April 30
5-8	May 1	May 31
9-12	June 1	June 30
13-16	July 1	July 31
17-20	August 1	August 31
21-24	September 1	September 30
25-28	October 1	October 31
29-30	November 1	November 30
31-32	December 1	December 31
33-34	January 1	January 31
35-36	February 1	February 28
37-38	March 1	March 31

*The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date.

QUANTITIES:

Actual reimbursement to the contractor shall be based on the price per cut by location established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Ground Maintenance Supervisor during the actual cut cycle.

QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Grounds Maintenance Superintendent determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Superintendent.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Grounds Maintenance Superintendent if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

No equipment shall be left overnight without permission from the Grounds Maintenance Superintendent.

MOWING:

DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated park areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

REMOVAL OF LITTER

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn,

ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

TRIM WORK (WEEDWHACKING/EDGING):

DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed.

DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective price per cut by location established in the bid document not later than 45 days from receipt of proper invoice. The contractor should invoice the County no more than once per month.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder(s) for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

ADDITIONAL SERVICES AND FEES:

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

PERFORMANCE EVALUATION:

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

REFERENCES

Please provide three (3) references for work completed on similar projects using the form attached to this bid document.

VENDOR LIST

Contact	Origin	Subscription Created
904pps@gmail.com	Upload	03/14/2022 04:04 PM EDT
adriana@challengeenterprises.org	Upload	03/14/2022 04:04 PM EDT
alonzopcuts@gmail.com	Signup Builder	04/11/2022 07:00 PM EDT
bidding@swamip.com	Signup Builder	03/18/2022 05:45 PM EDT
bryanslandscapingservices@gmail.com	Signup Builder	03/22/2022 10:02 AM EDT
bwilliams120599@comcast.net	Signup Builder	03/30/2022 02:42 AM EDT
cammay.thomas@gmail.com	Upload	03/14/2022 04:04 PM EDT
cecotech@netzero.com	Upload	03/14/2022 04:04 PM EDT
cngreen1118@gmail.com	Upload	03/14/2022 04:04 PM EDT
daniel@duvallandscape.com	Upload	03/14/2022 04:04 PM EDT
david@dmkoehnlandscaping.com	Upload	03/14/2022 04:04 PM EDT
donniebriggs@comcast.net	Upload	03/14/2022 04:04 PM EDT
flcutclean@yahoo.com	Upload	03/14/2022 04:04 PM EDT
frangodango@gmail.com	Upload	03/14/2022 04:04 PM EDT
hapydayslawnservice@yahoo.com	Signup Builder	04/03/2022 03:25 PM EDT
info@eaglelawncarenefl.com	Direct	04/10/2022 03:07 PM EDT
info@iomlawncare.com	Signup Builder	03/14/2022 04:04 PM EDT
jamie.garrison@beardequipment.com	Upload	03/14/2022 04:04 PM EDT
jdgreenwaylawns@gmail.com	Upload	03/14/2022 04:04 PM EDT
johnny@johnnysturf.com	Upload	03/14/2022 04:04 PM EDT
jtrcontractingsvc@gmail.com	Signup Builder	03/14/2022 04:04 PM EDT
jvalle.vallellc@gmail.com	Signup Builder	03/14/2022 04:04 PM EDT
kawboy32x@gmail.com	Signup Builder	03/14/2022 04:04 PM EDT
lakearealawnservice@msn.com	Signup Builder	03/14/2022 04:04 PM EDT
lpalmer@tribond.net	Upload	03/14/2022 04:04 PM EDT
marty@mteconstruction.com	Signup Builder	03/14/2022 04:04 PM EDT
nathan.branz@down2earthinc.com	Signup Builder	03/29/2022 10:13 AM EDT
office@JandDMaintenance.com	Direct	03/14/2022 04:04 PM EDT
premierpreservationsllc@yahoo.com	Upload	03/14/2022 04:04 PM EDT
propertygroomers@yahoo.com	Upload	03/14/2022 04:04 PM EDT
robert@chrisvonservices.com	Signup Builder	03/29/2022 08:45 PM EDT
sandendeavors@gmail.com	Upload	03/14/2022 04:04 PM EDT
soup2508@aol.com	Upload	03/14/2022 04:04 PM EDT
tdecker@constructionjournal.com	Signup Builder	03/16/2022 02:18 PM EDT
thomas.egan@ferrovialservices.com	Upload	03/14/2022 04:04 PM EDT
whitenerstractor@gmail.com	Direct	03/14/2022 04:04 PM EDT

AGREEMENT FOR MOWING SERVICES FOR PARKS & RECREATION

This Agreement for Mowing Services for Parks & Recreation (“Agreement”) is entered into this ____ day of April, 2022 by and between Greenway Lawn and Landscape LLC, a Florida Limited Liability Company, aka Greenway Lawncare (“Contractor”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Bid, Bid No. 21/22-30 (“Bid”), to engage a contractor to provide mowing and related services to assist Clay County Parks and Recreation Department; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services (“Contractor’s Response”); and

WHEREAS, the County evaluated the proposals submitted and selected the Contractor as the lowest responsive, responsible qualified contractor; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all specifications and attachments incorporated into the Bid and the Contractor’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

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

SECTION 1. SERVICES

1.1. The Contractor shall furnish all supervision, materials, equipment, tools, transportation and supplies and perform all labor, services, and operations necessary to provide mowing and related services for the County’s Parks and Recreation Department at the Site Locations in accordance with the Bid Scope of Work attached hereto as **Attachment A** and incorporated herein by reference (the “Services”). The Services shall include, but not be limited to, mowing, grass clippings removal, trash and debris removal, and trimming (weed whacking/edging). The Services shall also include adding and/or replacing mulch at the County’s request.

1.2. The Services shall be performed at the locations identified and listed in the Parks District Areas Maps attached hereto as **Composite Attachment B** and incorporated herein by reference (“Site Locations”). The parties agree that the County shall retain the absolute right to eliminate

any or all Services associated with the Agreement without penalty or liability for any claims for anticipated overhead or profits. The County also reserves the right to modify the schedule or Services and suspend or cancel Services, in whole or in part, for any reason. Additionally, the County reserves the right to add, delete, remove, or modify Site Locations for any reason at the County's discretion. The Contractor acknowledges and agrees that the County through this Agreement guarantees no minimum level of Services or fees.

1.3. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the County's Project Manager shall be Eric Jones, the Grounds Maintenance Superintendent or as otherwise designated by the County's Parks and Recreation Department. The Project Manager will be the primary liaison between the County and the Contractor. All Services shall be performed to the satisfaction of the Project Manager in accordance with this Agreement.

1.4. The County's annual cutting cycle is listed below, which includes one mowing service per week during the months of April through October and biweekly mowing services during the months of November through March. The Contractor shall provide Services at the Site Locations in accordance with the following cutting cycle or as designated by the Project Manager:

Cut Number	Beginning Date	Completion Date
1-4	April 1	April 30
5-8	May 1	May 31
9-12	June 1	June 30
13-16	July 1	July 31
17-20	August 1	August 31
21-24	September 1	September 30
25-28	October 1	October 31
29-30	November 1	November 30
31-32	December 1	December 31
33-34	January 1	January 31
35-36	February 1	February 28
37-28	March 1	March 31

The general sequence of Services to be performed by the Contractor under each cutting cycle shall be as follows:

1. Trash and Debris collection and Removal
2. Mowing
3. Trimming, Edging
4. Removing grass clippings and debris on sidewalks, patios, porches, drives, parking areas, and piled or clumped areas
5. Quality Control Inspection by Contractor
6. Services complete report to the Project Manager
7. * Mulch must be added or replaced at the County's request

Any changes to the cutting cycle and sequence of Services must be approved in advance in writing by the Project Manager.

1.5. The Contractor shall provide to the Project Manager a two-week look ahead schedule on the 1st and 3rd week of each month or as designated by the Project Manager. The two-week look ahead shall describe the Site Location(s) where each crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all Services within the specified times and frequencies. It shall be the responsibility of the Contractor to update the schedule as needed and provide all updated schedule(s) to the Project Manager. The Contractor's failure to comply with the schedule may result in termination of the Agreement by the County.

1.6. In providing the Services, the Contractor shall:

1. Perform the Services in accordance with the County's specifications and requirements as set forth in **Attachment A**.
2. Be familiar with the Services, locations, schedule, and the conditions under which the Services are to be completed.
3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

1.7. In entering into this Agreement, the Contractor represents that it now has or will secure all personnel and equipment required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. The Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Services along with a list of equipment that will be used by the Contractor to perform the Services.

1.8. The Contractor shall designate a Superintendent who shall serve as the single point of contact. The Superintendent shall be the Contractor's liaison with the County for all communication pertaining to this Agreement and shall be readily available via telephone and/or e-mail. The Superintendent shall be responsible for inspecting and verifying that all Site Locations reported as being complete are complete and meet the quality standards of the County.

1.9. If on inspection by the County's Project Manager, the completed Site Location(s) are found to be deficient, the Project Manager shall contact the Superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor's Superintendent shall notify the Project Manager that all Remedial Services have been completed. If the Project Manager determines that a section of a Site Location(s) remains deficient following the

Remedial Services, the Contractor shall be issued a second written statement of observed deficiencies and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.10. If the Project Manager determines that the Contractor has fallen behind the schedule by two (2) weeks or more, the County reserves the right to assign unfinished Services to another mowing contractor or County staff. The Contractor shall not be due any compensation for any Services performed by another contractor or County staff and may be held liable for any costs resulting from the assignment of any unfinished Services. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

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

1.12. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.13. The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services. One or more evaluations may be conducted solely at the discretion of the County.

SECTION 2. ADDITIONAL SERVICES AND FEES

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

SECTION 3. TERM

3.1. The term shall begin on the Effective Date and shall remain in effect for a period of twenty-four months from the Effective Date, unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional twelve month periods, each a "renewal term", if it is deemed to be in the County's best interest to do so.

SECTION 4. PAYMENT FOR SERVICES

4.1. Payments will be made by the County to the Contractor for actual quantities of Services performed by the Contractor and accepted by the County at the price per cut set forth in the Price Sheet attached hereto as **Attachment C** and incorporated herein by reference upon presentation of an Invoice submitted to the County in accordance with Section 5.

4.2. The price per cut shall include the Services performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor's performance of the Services.

4.3. If any Service is not performed by the Contractor, the value of such Service, shall be determined and deducted from any Invoice claiming such items for payment. The County shall withhold payment for unsatisfactory or deficient Services until such time as the Services are determined to be acceptable by the Project Manager.

SECTION 5. PAYMENT PROCEDURES

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

5.2. The payment for Services by the County shall be based on Invoices submitted by the Contractor to the Paying Agent no more than once per month upon completion of a cutting cycle for each Site Location that has been accepted by the Project Manager in accordance with the price per cut set forth in **Attachment C**.

5.3. Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County.
4. The period of the Services covered by the Invoice.
5. Identify the cutting cycle along with the Site Location(s) serviced and the actual date of Service.
6. The total amount of payment requested along with the price per cut and actual quantity of Services provided.

7. Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8. Any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

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

5.5. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager along shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or the Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or the Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Contractor's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

5.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials with respect to their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractors", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

SECTION 6. DEFAULT AND TERMINATION

6.1. Default. If the Contractor fails to satisfactorily perform any provision of this Agreement, fails to comply with the County's standards, fails to perform on time and comply with the schedule, fails to use proper tools or equipment to perform the Services, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor 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 Agreement for cause.

6.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

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

6.4. Unless directed differently in the Notice of Termination, the Contractor, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been

accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

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

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

SECTION 7. SUBCONTRACTORS

7.1. Subcontractors may be utilized by the Contractor. The Contractor shall provide the names of all subcontractors performing any Services under this Agreement to the Project Manager. Any subcontractor utilized by Contractor, shall be supervised and compensated by Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and 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.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. INSURANCE

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

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Either prior to, or simultaneously with the execution of this Agreement, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear"** as **"Additional Insured."** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. PRESERVATION OF PROPERTY AND FAILURE TO RESTORE DAMAGED PROPERTY

10.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents,

injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials.

10.2. The Contractor shall preserve from damage all property, structures, fencing, utilities, services, roads, trees, shrubbery, and irrigation systems along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. This applies to both private and public property and all utilities that may exist in the Service area or vicinity. Whenever such property is damaged as a result from the performance of the Services, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

10.3. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the Contractor's expense. Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 11. AUTHORITY TO SUSPEND SERVICES

11.1. The Project Manager shall have the authority to suspend Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, special events, or other conditions which are considered unfavorable for the prosecution of the Services. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of any Services by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay. The Services shall resume as directed by the Project Manager. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. TAXES

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

SECTION 13. APPROPRIATED FUNDS

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

SECTION 14. PUBLIC RECORDS

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

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 15. AUDIT

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

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 17. PUBLIC ENTITIES CRIMES

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

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

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

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

SECTION 18. SUSPENSION AND DEBARMENT

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

SECTION 19. NOTICE

19.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Greenway Lawn and Landscape LLC
aka Greenway Lawncare

If to County:

Clay County
P.O. Box 1366

4930 Spring Park Road
Jacksonville, FL 32207
Attention: JD Nixon

477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Eric Jones, Project Manager

SECTION 20. INDEPENDENT CONTRACTOR

20.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 21. NO ASSIGNMENT

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

SECTION 22. NO THIRD-PARTY BENEFICIARIES

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

SECTION 23. CONFLICT OF INTEREST

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

SECTION 24. AMENDMENT OR MODIFICATION OF AGREEMENT

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

SECTION 25. FURTHER ASSURANCES

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

SECTION 26. REMEDIES

26.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 27. GOVERNING LAW AND VENUE

27.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 28. ATTORNEYS' FEES

28.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 29. WAIVER

29.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 30. SEVERABILITY

30.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the

remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 31. HEADINGS

31.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 32. COUNTERPARTS

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

SECTION 33. AUTHORITY

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**Greenway Lawn and Landscape LLC
aka Greenway Lawncare**

By: _____

Print Name: _____

Print Title: _____

**Clay County, a political subdivision of the
State of Florida**

By: _____

Wayne Bolla
Its Chairman

ATTEST:

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

ATTACHMENT A
RFP SCOPE OF WORK

BID NO. 21/22-30, MOWING SERVICES FOR PARKS AND RECREATION

PURPOSE

Clay County is seeking mowing services to assist the Parks and Recreation Department with maintaining certain county parks. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid.

SCOPE OF WORK

Services include but are not limited to:

1. Trash and debris removal, including but not limited to, tree branches, pinecones, paper, glass, and plastic, must be removed from the area to be cut prior to the start of cutting. Removal will include the proper disposal of debris. Trash collection areas are present on most sites. If there is not one on a given site it will be the contractor's responsibility to dispose of the material appropriately.
2. Grass is to be maintained at an average height of 1 1/2 inches to 3 inches. Grass clippings must be cleared from sidewalks, patios, porches, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings are left in visible clumps or piles, this excess shall be removed immediately preventing damage to the area of the lawn.
3. Trimming (weed whacking/edging) is required with each service around all trees, shrubs, boulders, curbs, poles, patios, fences, sidewalks and the perimeters of any buildings or structures. Trees should be trimmed such that limbs are a minimum of seven feet above ground. Hedges need to be trimmed as required to maintain a manicured appearance. Landscaped areas such as flower beds and parking lot islands shall be cleared of debris and weeding at each visit. Contractor will also remove weeds and grass growing where sidewalks and other paved areas intersect building walls.
4. Mulch must be added to or replaced at the request of the County at a cost per cubic yard, including labor, as listed on the Price Sheet.
5. Contractor will provide the Grounds Maintenance Superintendent a written schedule documenting day(s) of the week on which site(s) will be serviced. The schedule is to be submitted before work begins. It shall be the responsibility of the contractor to notify the Superintendent when a scheduled service is missed and to provide a new scheduled completion date.
6. There will be one mowing per week, during regular mowing season recognized as April 1 through October 31. There will be one mowing, biweekly, during the non-mowing season recognized as November 1st through March 31st.
7. The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason. All schedules are subject to adjustment for unusual weather or growing conditions.

District Maps:

The County has separated locations into districts to provide the best overall value to the County. The districts are intended to combine geographically proximate parks to improve efficiency and thereby realize cost efficiencies for the County. Contractors have the option to bid by district but must not bid on less than the total listing for each district. This bid will be awarded to one or more contractors by the lowest price per district.

Site Locations:

The actual amount of area to be maintained is dependent on the number and size of buildings, paved parking lots, ponds, pavilions, and wooded areas etc. It is up to the Contractor to calculate time and labor cost, prior to bidding, to meet the scope of services requested for each maintained area. Each site listed below is identified on “Exhibit A, Parks District Areas.”

<u>ID#</u>	<u>SITE</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>DISTRICT</u>
1	W.E Varnes Park	3593 Fortuna Drive	Orange Park	1
2	Doctors Lake Park	2399 Lakeshore Dr.	Fleming Island	1
4	Ronnie VanZant Park	2760 Sandridge Road	Lake Asbury	1
5	Island Forest Community	6183 Bermuda Drive	Fleming Island	1
6	Ridaught Landing Park	3016 Chief Ridaught Trail	Middleburg	1
8	Oak Creek Park	1760 Castille Drive	Fleming Island	1
10	Main Street Park	3788 Main Street	Middleburg	1
11	Old Ferry Boat Ramp	2231 Old Ferry Road	Lake Asbury	1
13	Lake Shore Boat Ramp	4300 Lakeshore Drive	Fleming Island	1
14	Knights Landing Marina	1472 River Road	Green Cove Springs	1
26	Black Creek Park & Trail	7890 Highway 17	Green Cove Springs	1
27	Camp Chowenwaw Park	1517 Ball Road	Green Cove Springs	1
17	Moccasin Slough Park	4392 Raggedy Point Road	Fleming Island	1
19	Black Creek Ravines	5645 Evergreen Lane	Middleburg	1
27	Black Creek Park and Trail	7890 Highway 17	Fleming Island	1
22	Greenwood Park	245 Evergreen Lane	Middleburg	1
23	Heritage Farms (Four Silos Park) A/B	1657 Farm Way	Orange Park	1
24	Moody Park	3510 Moody Ave	Orange Park	1
12	Governors Creek (Boat Ramp)	1282 N. Orange Ave	Green Cove Springs	2
15	Williams Park	120 Williams Park Road	Green Cove Springs	2
16	Old Shands Pier	4051 Shands Pier Road	Green Cove Springs	2
18	Williams Boat Ramp	240 Williams Park Road	Green Cove Springs	2
25	Pier Station Park	4160 Pier Station Road	Green Cove Springs	2
3	Fox Meadow Park	1155 Foxmeadow Trail	Middleburg	3
7	Foxridge Park	2594 Bottomridge Drive	Orange Park	3
9	Hunter Douglas Park	4393 Longmire Road	Middleburg	3
20	Kingsley Lake Park	6110 Kingsley Lake Drive	Starke	3
21	Deerfield Point Park	3228 Deerfield Point Dr.	Orange Park	3

LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor’s name and phone number.

AUTHORITY OF THE GROUNDS MAINTENANCE SUPERINTENDENT:

All work shall be done to the satisfaction of the Grounds Maintenance Superintendent. The primary responsibility of the Superintendent shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the Superintendent supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's superintendent each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all parks reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Grounds Maintenance Superintendent. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If the completed park(s) are found to be deficient upon inspection, the County's Grounds Maintenance Superintendent shall contact the contractor's superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Grounds Maintenance Superintendent that all remedial work has been completed. If the Superintendent determines that a section of the park remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Grounds Maintenance Superintendent shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Superintendent.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are items such as shrubbery, flower beds, irrigation systems (sprinkler heads), fencing, park amenities, vehicles, and other items which may be located within the County's Park. The County's Superintendent shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses, residents, and parkgoers.

WORK HOURS:

Contractor shall provide a work schedule including proposed work hours to the Grounds Maintenance Superintendent for approval.

ASSIGNMENT OF WORK TO OTHERS:

If the County's Superintendent determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

SEQUENCE OF WORK:

Cycle dates and the interim between cycles cannot be changed without the written consent of the Grounds Maintenance Superintendent. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the County's Superintendent and shall require the County's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

- (1) Trash and Debris Collection and Removal
- (2) Mowing.
- (3) Trimming, Edging
- (4) Removing grass clippings and debris on, sidewalks, patios, porches, drives, parking areas, and piled or clumped areas.
- (5) Quality Control Inspection by contactor.
- (6) Work complete report to County's Ground Maintenance Superintendent.

SCHEDULE OF WORK/ CUT CYCLE:

The work specified in this Bid Document shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used:

<u>Cut No.</u>	<u>Beginning Date</u>	<u>Completion Date</u>
1-4	April 1	April 30
5-8	May 1	May 31
9-12	June 1	June 30
13-16	July 1	July 31
17-20	August 1	August 31
21-24	September 1	September 30
25-28	October 1	October 31
29-30	November 1	November 30
31-32	December 1	December 31
33-34	January 1	January 31
35-36	February 1	February 28
37-38	March 1	March 31

*The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date.

QUANTITIES:

Actual reimbursement to the contractor shall be based on the price per cut by location established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Ground Maintenance Supervisor during the actual cut cycle.

QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Grounds Maintenance Superintendent determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Superintendent.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Grounds Maintenance Superintendent if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

No equipment shall be left overnight without permission from the Grounds Maintenance Superintendent.

MOWING:

DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated park areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

REMOVAL OF LITTER

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn,

ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

TRIM WORK (WEEDWHACKING/EDGING):

DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed.

DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective price per cut by location established in the bid document not later than 45 days from receipt of proper invoice. The contractor should invoice the County no more than once per month.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder(s) for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

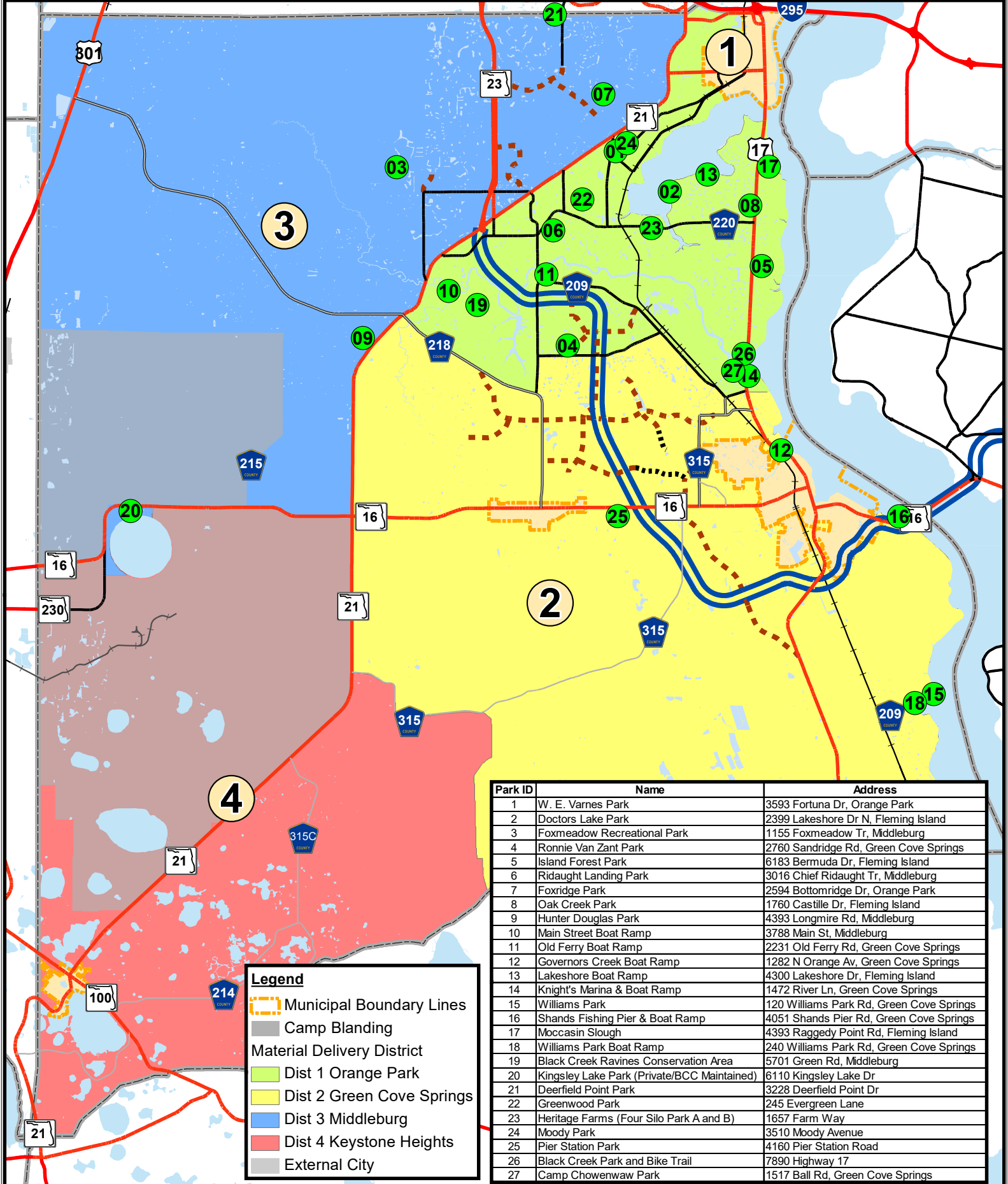
ADDITIONAL SERVICES AND FEES:

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

PERFORMANCE EVALUATION:

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

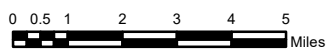
**COMPOSITE
ATTACHMENT B
PARKS DISTRICT
AREAS MAPS**



Park ID	Name	Address
1	W. E. Varnes Park	3593 Fortuna Dr, Orange Park
2	Doctors Lake Park	2399 Lakeshore Dr N, Fleming Island
3	Foxmeadow Recreational Park	1155 Foxmeadow Tr, Middleburg
4	Ronnie Van Zant Park	2760 Sandridge Rd, Green Cove Springs
5	Island Forest Park	6183 Bermuda Dr, Fleming Island
6	Ridaught Landing Park	3016 Chief Ridaught Tr, Middleburg
7	Foxridge Park	2594 Bottomridge Dr, Orange Park
8	Oak Creek Park	1760 Castille Dr, Fleming Island
9	Hunter Douglas Park	4393 Longmire Rd, Middleburg
10	Main Street Boat Ramp	3788 Main St, Middleburg
11	Old Ferry Boat Ramp	2231 Old Ferry Rd, Green Cove Springs
12	Governors Creek Boat Ramp	1282 N Orange Av, Green Cove Springs
13	Lakeshore Boat Ramp	4300 Lakeshore Dr, Fleming Island
14	Knight's Marina & Boat Ramp	1472 River Ln, Green Cove Springs
15	Williams Park	120 Williams Park Rd, Green Cove Springs
16	Shands Fishing Pier & Boat Ramp	4051 Shands Pier Rd, Green Cove Springs
17	Moccasin Slough	4393 Raggedy Point Rd, Fleming Island
18	Williams Park Boat Ramp	240 Williams Park Rd, Green Cove Springs
19	Black Creek Ravines Conservation Area	5701 Green Rd, Middleburg
20	Kingsley Lake Park (Private/BCC Maintained)	6110 Kingsley Lake Dr
21	Deerfield Point Park	3228 Deerfield Point Dr
22	Greenwood Park	245 Evergreen Lane
23	Heritage Farms (Four Silo Park A and B)	1657 Farm Way
24	Moody Park	3510 Moody Avenue
25	Pier Station Park	4160 Pier Station Road
26	Black Creek Park and Bike Trail	7890 Highway 17
27	Camp Chowenwaw Park	1517 Ball Rd, Green Cove Springs

Legend

- Municipal Boundary Lines
- Camp Blanding
- Material Delivery District**
- Dist 1 Orange Park
- Dist 2 Green Cove Springs
- Dist 3 Middleburg
- Dist 4 Keystone Heights
- External City



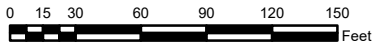
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

Exhibit A Parks District Areas Clay County, Florida



Created By: GIS Department
Map Prepared: Dec. 17, 2020





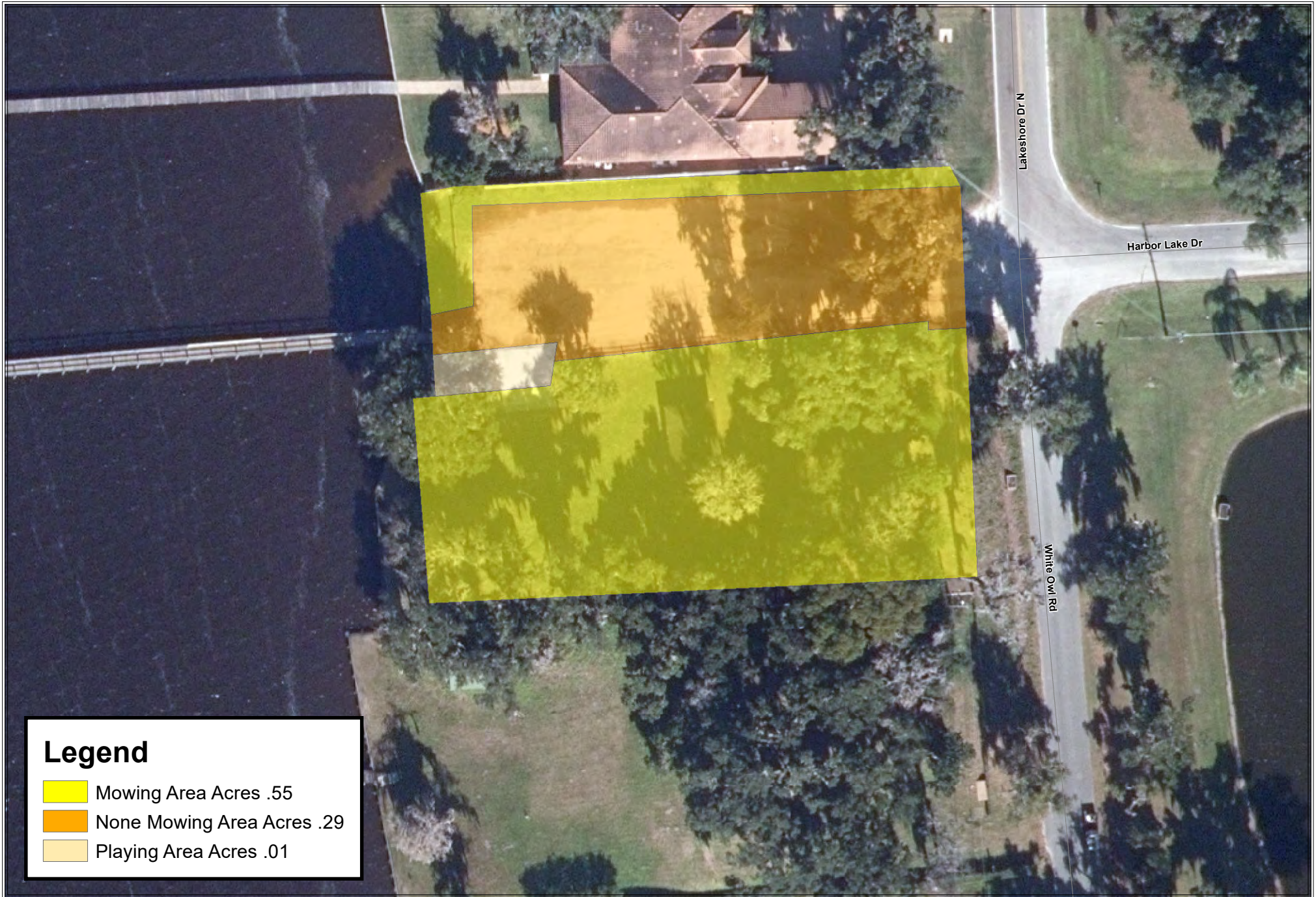
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: W. E. Varnes Park_Outside_Area_Map_8.5x11

W. E. Varnes Park



Created By: GIS Department
Map Prepared: 6/11/2021



Legend

- Mowing Area Acres .55
- None Mowing Area Acres .29
- Playing Area Acres .01

0 5 10 20 30 40 50 Feet

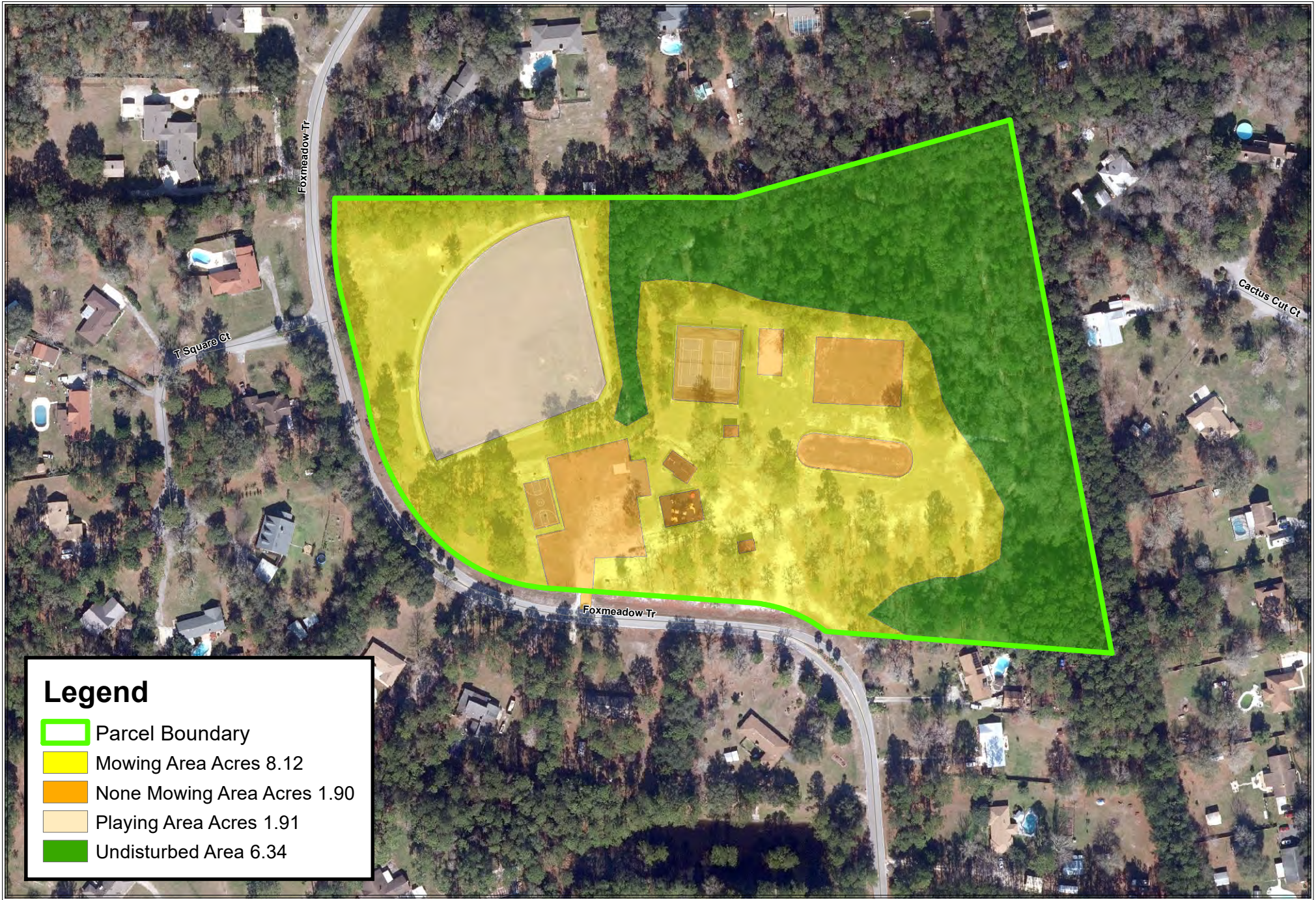
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Doctors Lake Park_Outside_Area_Map_8.5x11

Doctors Lake Park

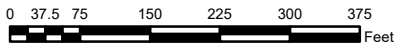


Created By: GIS Department
Map Prepared: 2/10/2022



Legend

- Parcel Boundary
- Mowing Area Acres 8.12
- None Mowing Area Acres 1.90
- Playing Area Acres 1.91
- Undisturbed Area 6.34



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.






File Name: Foxmeadow Recreational Park_Outside_Area_Map_8.5x11

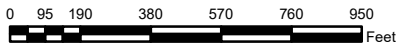
Foxmeadow Recreational Park





Legend

-  Parcel Boundary
-  Ronnie Van Zant Park, Mowing Area Total Acres 40.13
-  Ronnie Van Zant Park, None Mowing Area Total Acres 1.12
-  Ronnie Van Zant Park, Playing Area Total Acres 4.22
-  Ronnie Van Zant Park, Undisturbed Area Total Acres 42.54



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Ronnie Van Zant Park_Outside Area_Map_8.5x11

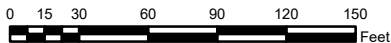
Ronnie Van Zant Park





Legend

- Parcel Boundary
- Mowing Area Acres 2.45
- None Mowing Area Acres .04
- Playing Area Acres .29

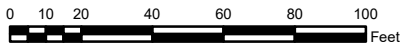


This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Island Forest Park_Outside_Area_Map_8.5x11

Island Forest Park





This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Ridaught Landing Park_Outside_Area_Map_8.5x11




Ridaught Landing Park

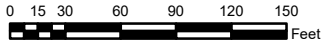


Created By: GIS Department
Map Prepared: 6/11/2021



Legend

-  Parcel Boundary
-  Mowing Area Acres 2.51
-  None Mowing Area Acres .36



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Foxridge Park_Area_Map_8.5x11





Foxridge Park

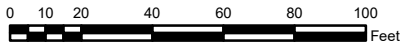




Castille Dr

Legend

-  Parcel Boundary
-  Mowing Area Acres .48
-  None Mowing Area Acres .04
-  Playing Area Acres .09



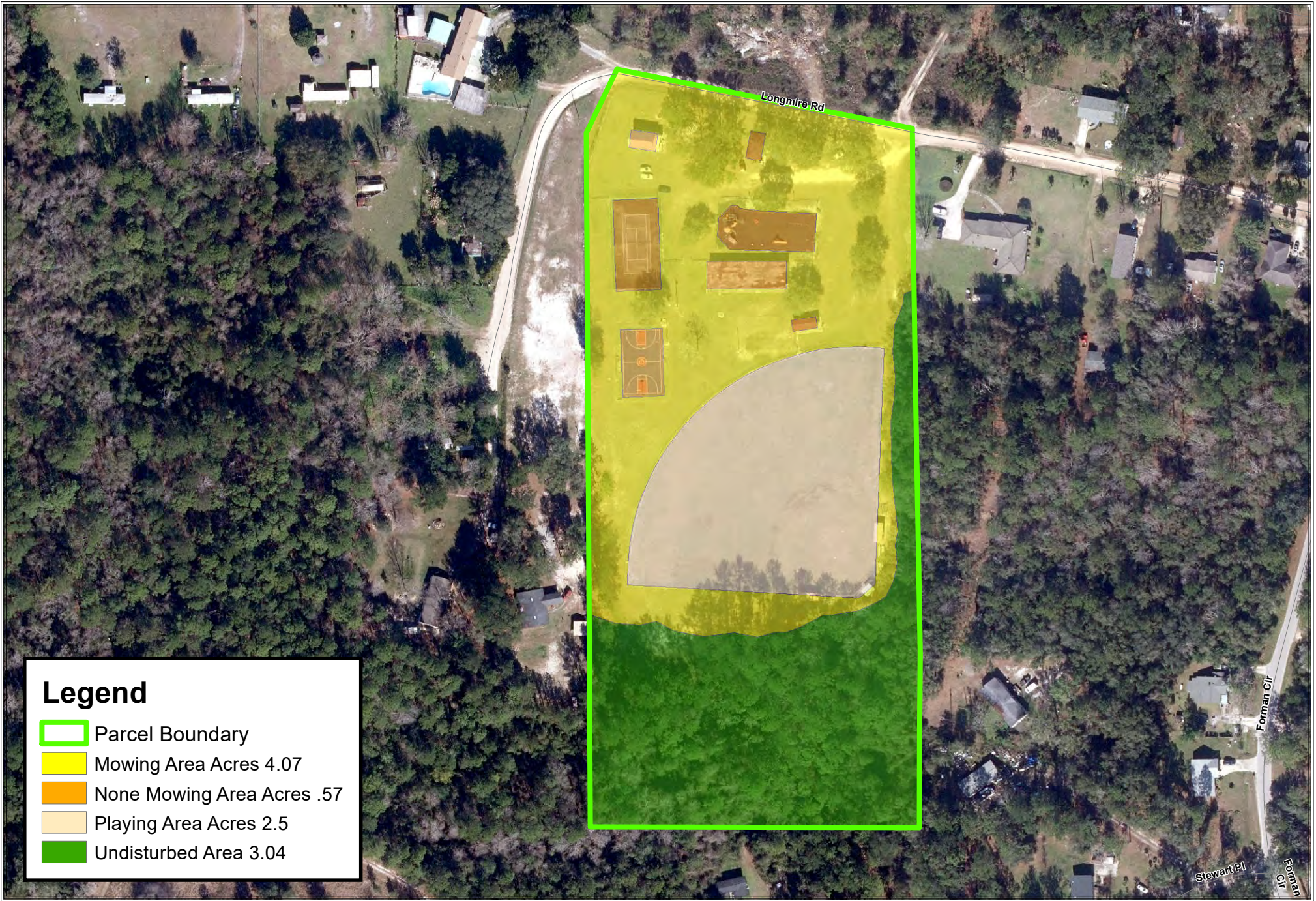
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Oak Creek Park_Outside_Area_Map_8.5x11






Oak Creek Park

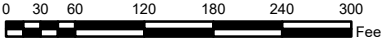


Created By: GIS Department
Map Prepared: 6/11/2021



Legend

-  Parcel Boundary
-  Mowing Area Acres 4.07
-  None Mowing Area Acres .57
-  Playing Area Acres 2.5
-  Undisturbed Area 3.04



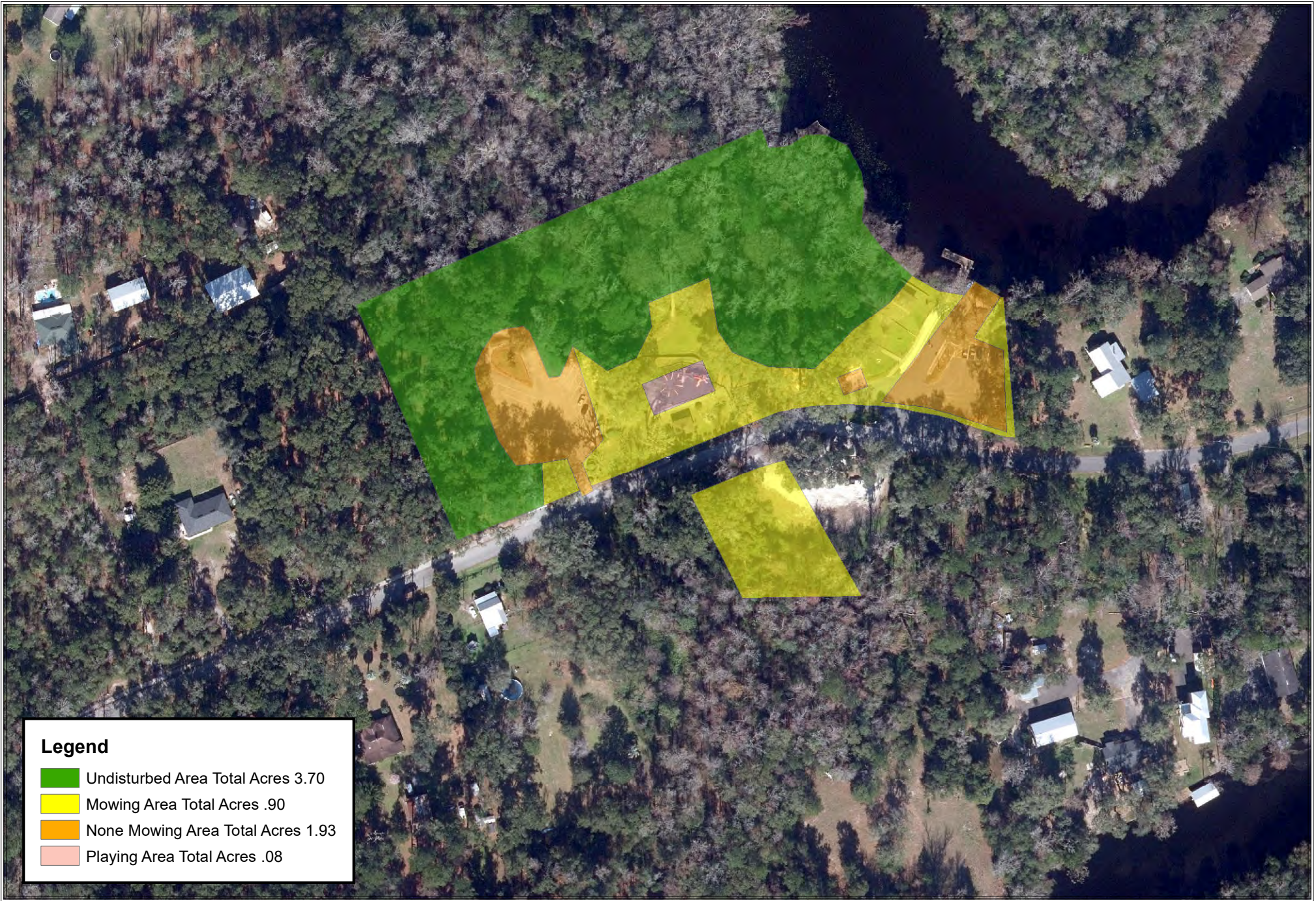
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Hunter Douglas Park_Outside_Area_Map_8.5x11

Hunter Douglas Park

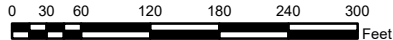


Created By: GIS Department
Map Prepared: 6/11/2021



Legend

- Undisturbed Area Total Acres 3.70
- Mowing Area Total Acres .90
- None Mowing Area Total Acres 1.93
- Playing Area Total Acres .08



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Main Street Boat Ramp_Outside Area_Map_8.5x11




Master Sgt. John E. Hayes Memorial Park and Main Street Boat Ramp



Created By: GIS Department
Map Prepared: 2/10/2022



Legend

-  Parcel Boundary
-  Mowing Area Total Acres .24
-  None Mowing Area Total Acres .40



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.




File Name: Old Ferry Boat Ramp_Map_8.5x11

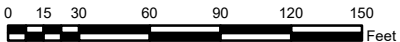
Old Ferry Boat Ramp





Legend

-  Parcel Boundary
-  Mowing Area Total Acres 1.03
-  None Mowing Area Total Acres .59



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.





File Name: Governors Creek Boat Ramp_Map_8.5x11

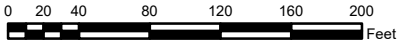
Governors Creek Boat Ramp





Legend

-  Parcel Boundary
-  Mowing Area Total Acres 2.25
-  None Mowing Area Total Acres .96
-  Undisturbed Area Total Acres 3.05



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.




File Name: Lakeshore Boat Ramp_Map_8.5x11

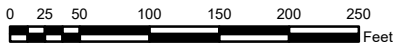
Lakeshore Boat Ramp





Legend

-  Parcel Boundary
-  Mowing Area Total Acres 2.91
-  None Mowing Area Total Acres 2.37

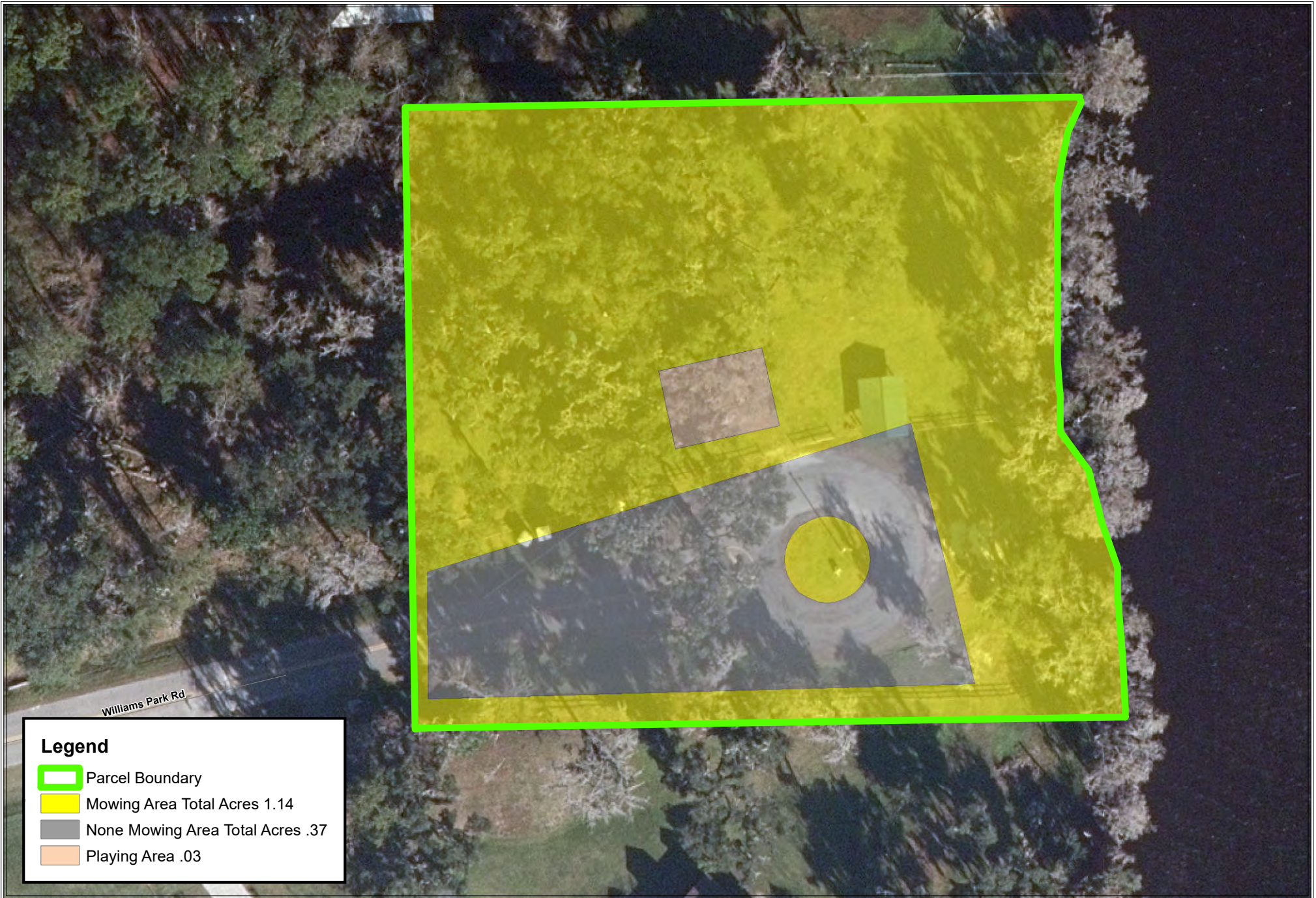


This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.





File Name: Knight's Marina & Boat Ramp_Outside Area_Map_8.5x11

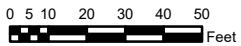
Knight's Marina & Boat Ramp





Legend

-  Parcel Boundary
-  Mowing Area Total Acres 1.14
-  None Mowing Area Total Acres .37
-  Playing Area .03



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.




File Name: Williams Park_Map_8.5x11

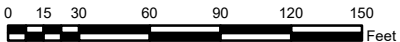
Williams Park





Legend

-  Parcel Boundary
-  Mowing Area Total Acres .69
-  None Mowing Area Total Acres .36

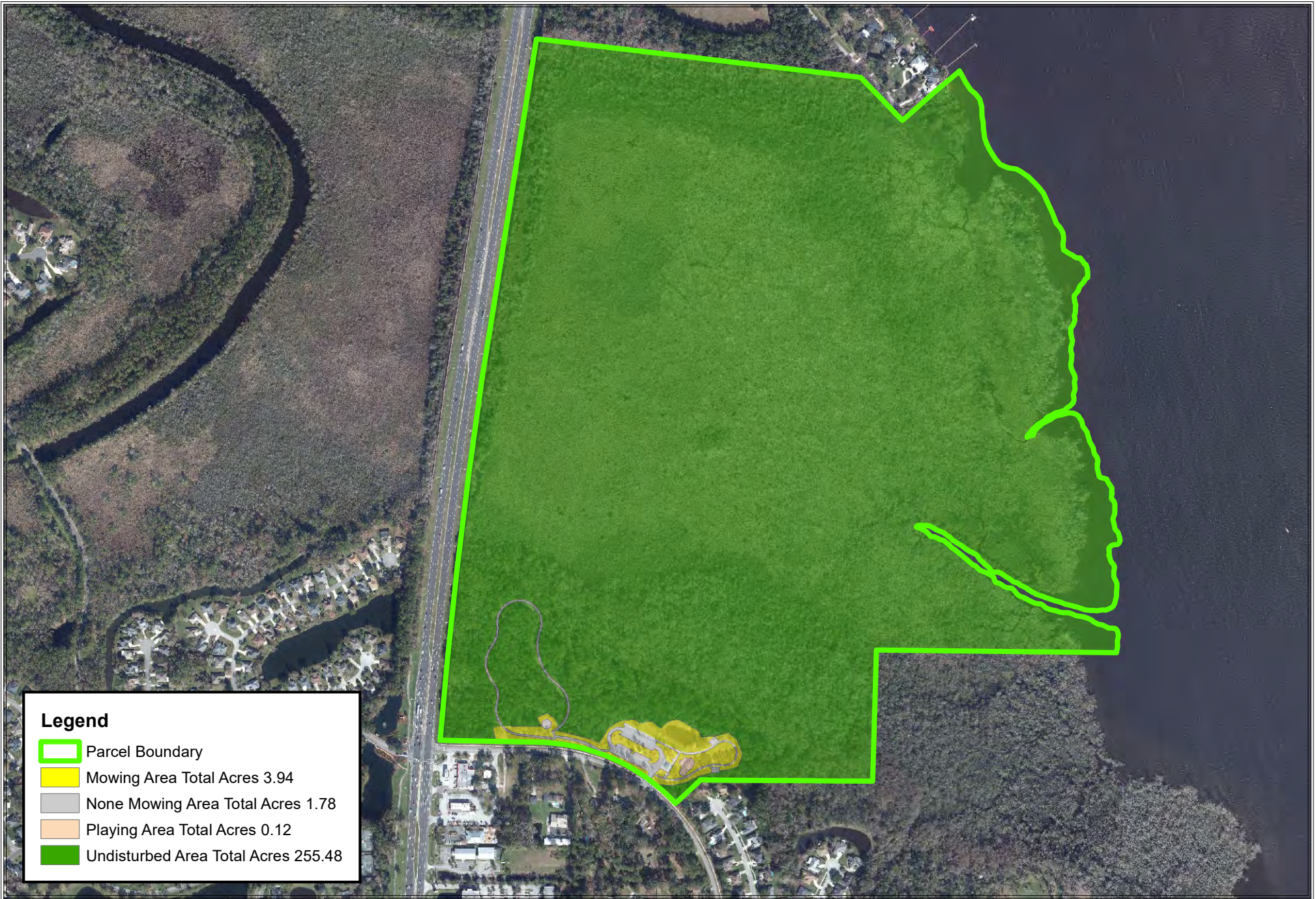


This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Shands Fishing Pier and Boat Ramp_Map_8.5x11

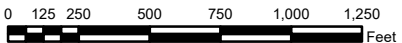
Shands Fishing Pier and Boat Ramp





Legend

- Parcel Boundary
- Mowing Area Total Acres 3.94
- None Mowing Area Total Acres 1.78
- Playing Area Total Acres 0.12
- Undisturbed Area Total Acres 255.48



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Moccasin Slough_Outside Area_Map_8.5x11

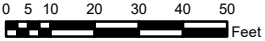
Moccasin Slough





Legend

- Mowing Area Total Acres .09
- None Mowing Area Total Acres .06



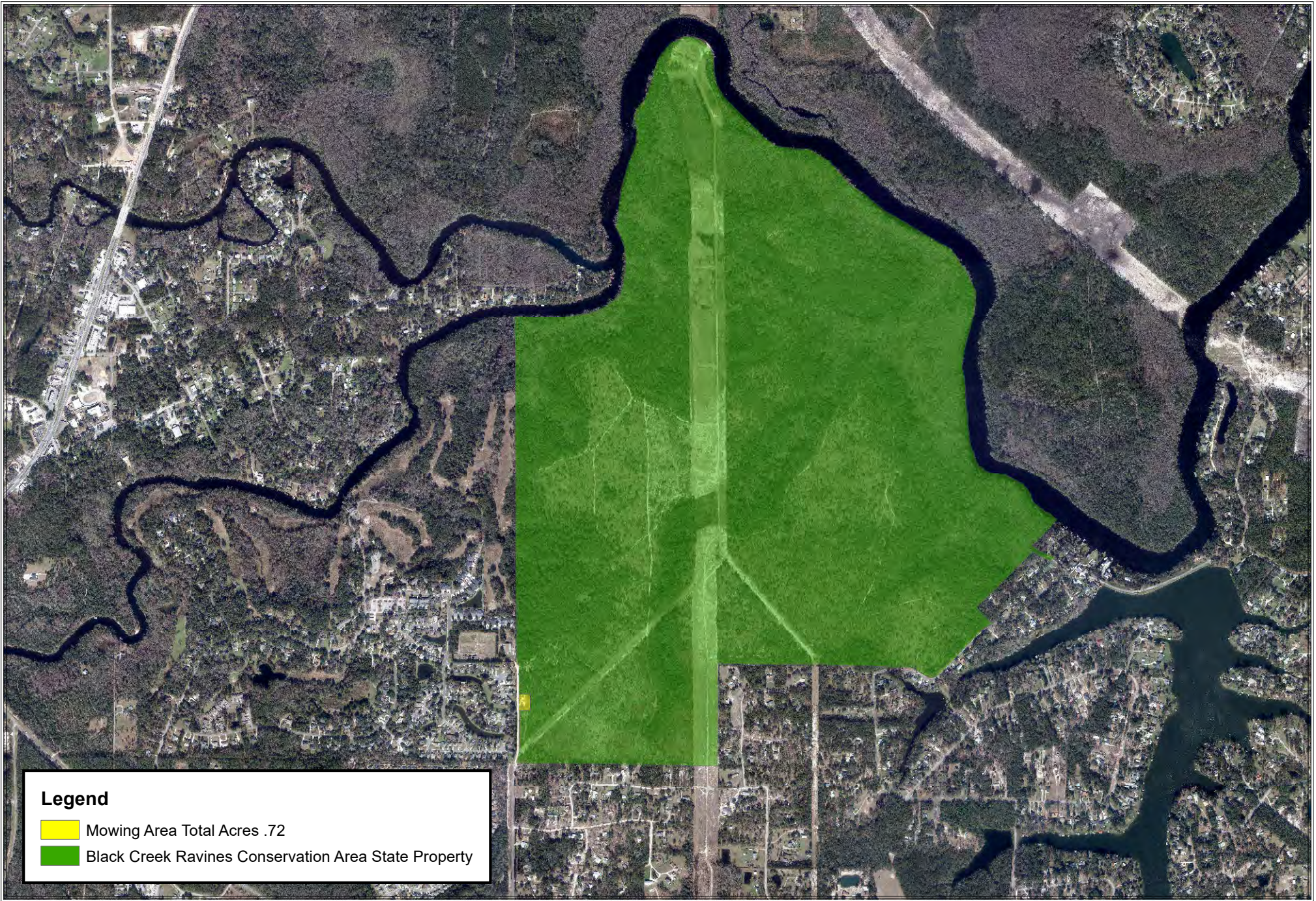
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Williams Park Boat Ramp_Map_8.5x11



Williams Park Boat Ramp



Created By: GIS Department
Map Prepared: 2/14/2022



Legend

-  Mowing Area Total Acres .72
-  Black Creek Ravines Conservation Area State Property

0 335 670 1,340 2,010 2,680 3,350 Feet

This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Black Creek Ravines Parking Area_Map_8.5x11




Black Creek Ravines Conservation Area

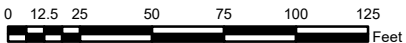


Created By: GIS Department
Map Prepared: 2/10/2022



Legend

-  Parcel Boundary
-  Mowing Area Total Acres .77
-  None Mowing Area Total Acres .42



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

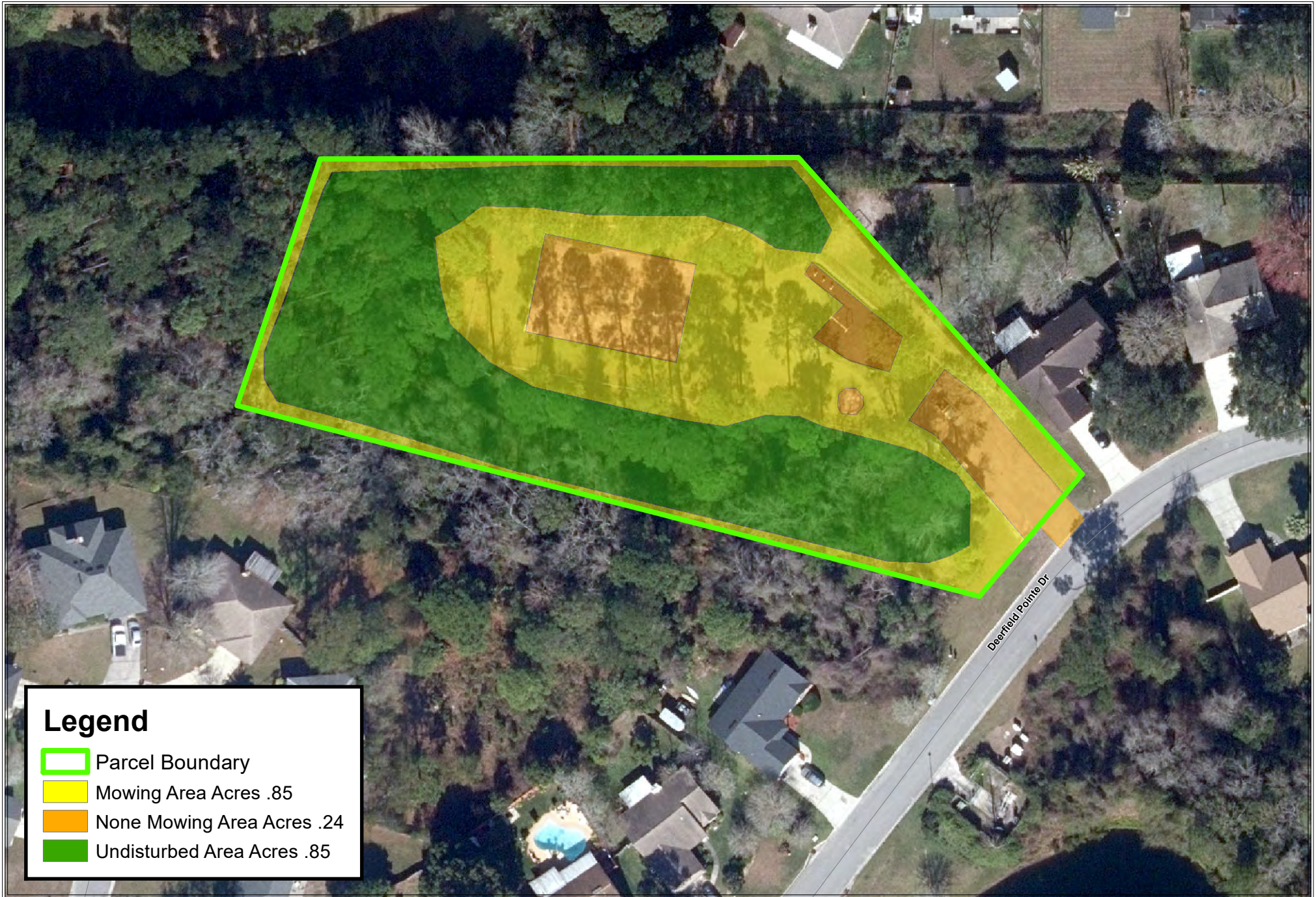
File Name: Kingsley Lake Park_Map_8.5x11

Kingsley Lake Park





(Stewart W. Beckett Sr Recreation Park)



Created By: GIS Department
Map Prepared: 2/14/2022



Legend

-  Parcel Boundary
-  Mowing Area Acres .85
-  None Mowing Area Acres .24
-  Undisturbed Area Acres .85



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Deerfield Point Park_Outside_Area_Map_8.5x11




Deerfield Point Park

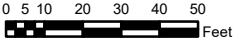




Evergreen Ln

Legend

-  Parcel Boundary
-  Mowing Area Acres .70
-  None Mowing Area Acres .34



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Greenwood Park_Outside_Area_Map_8.5x11

Greenwood Park

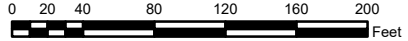


Created By: GIS Department
Map Prepared: 6/11/2021



Legend

- Parcel Boundary
- Mowing Area Acres 5.27
- None Mowing Area Acres .96
- Playing Area Acres .28



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Four Silos Park_Outside_Area_Map_8.5x11

Four Silos Park

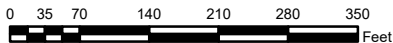


Created By: GIS Department
Map Prepared: 6/11/2021



Legend

- Parcel Boundary
- Mowing Area Acres 9.17
- None Mowing Area Acres 3.29
- Playing Area Acres 2.67



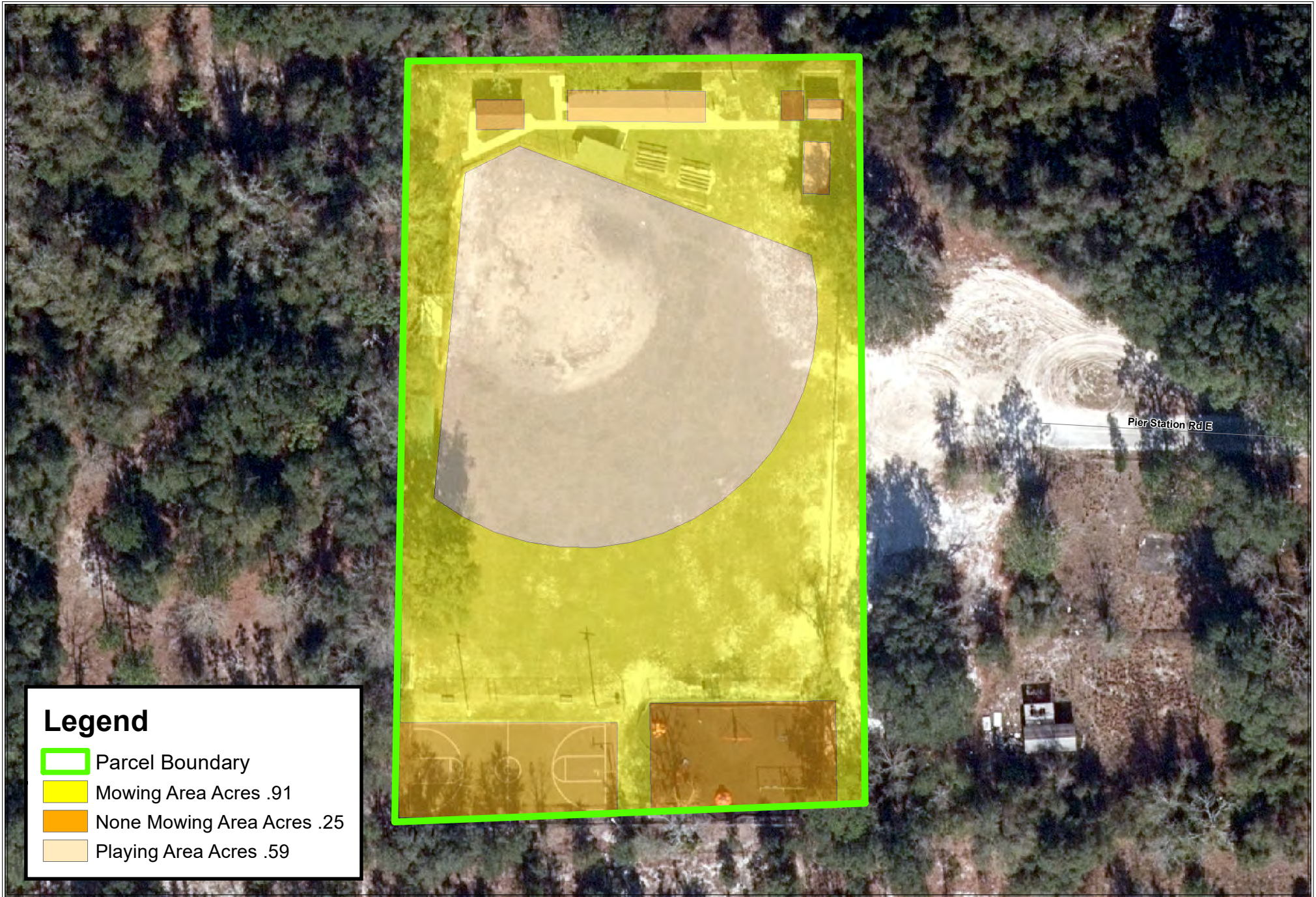
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Moody Avenue Park_Outside_Area_Map_8.5x11





Moody Avenue Park



Created By: GIS Department
Map Prepared: 6/11/2021



Legend

-  Parcel Boundary
-  Mowing Area Acres .91
-  None Mowing Area Acres .25
-  Playing Area Acres .59



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Pier Station Park_Outside_Area_Map_8.5x11




Pier Station Park

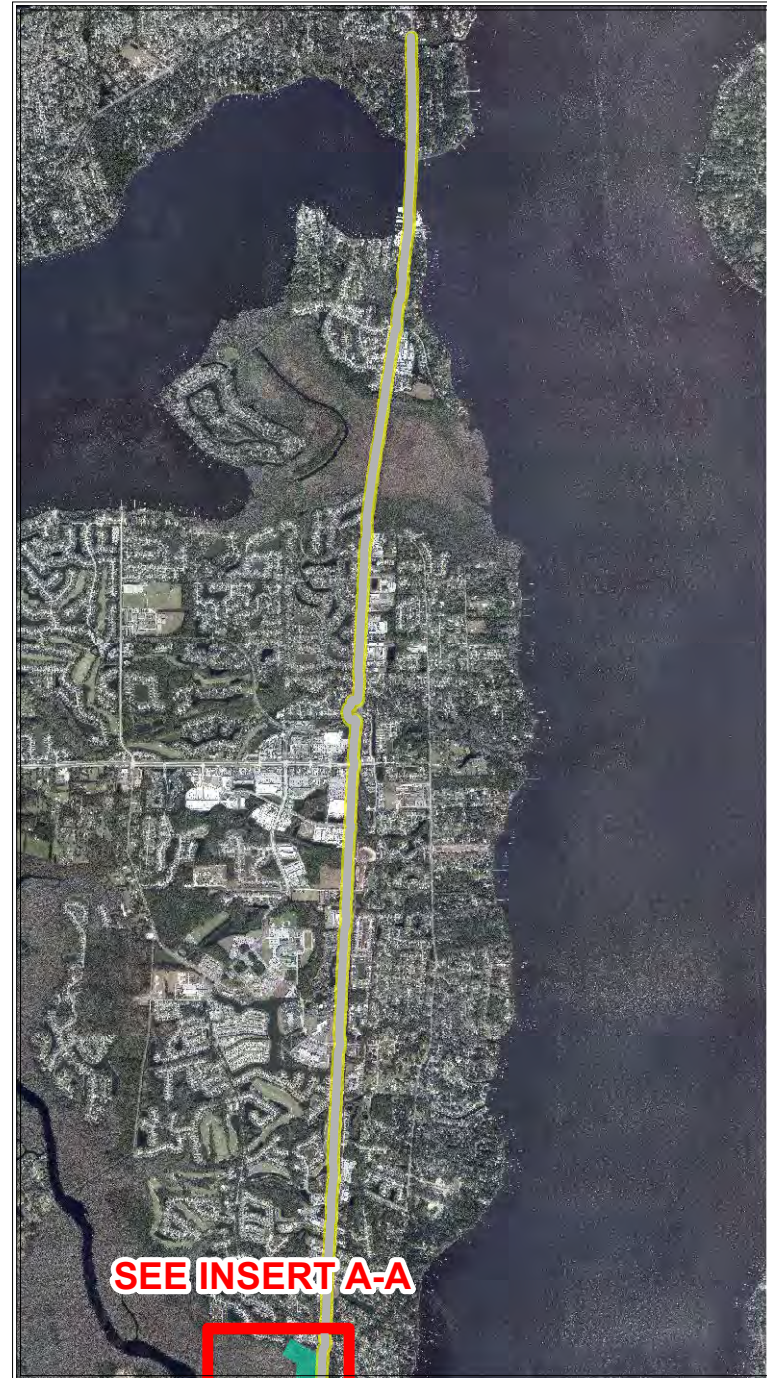


INSERT A-A

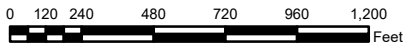


Legend

-  Mowing Area Total Acres 3.39
-  None Mowing Area Total Acres 11.51
-  Undisturbed Area Total Acres 67.12



SEE INSERT A-A



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Black Creek Park And Trail Area_Map_8.5x11

Black Creek Park And Trail

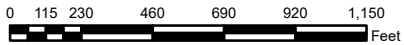


Created By: GIS Department
Map Prepared: 2/11/2022



Legend

- Parcel Boundary
- Mowing Area Total Acres 23.51
- None Mowing Area Total Acres 4.03
- Undisturbed Area Total Acres 120.10



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Camp Chowenwaw Park_Outside Area_Map_8.5x11

Camp Chowenwaw Park



ATTACHMENT C
PRICE SHEET

BID NO. 21/22-30, PARKS AND RECREATION MOWING
PRICE SHEET

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
1	W.E Varnes Park	1	38	100	3,800.00
2	Doctors Lake Park	1	38	40.00	1,520.00
4	Ronnie Van Zant Park	1	38	2000.00	76,000.00
5	Island Forest Park	1	38	120.00	4,560.00
6	Ridaught Landing Park	1	38	40.00	1,520.00
8	Oak Creek Park	1	38	40.00	1,520.00
10	Main Street Park	1	38	175.00	6,650.00
11	Old Ferry Boat Ramp	1	38	40.00	1,520.00
13	Lakeshore Boat Ramp	1	38	110.00	4,180.00
14	Knights Marina	1	38	145.00	5,510.00
17	Moccasin Slough Park	1	38	190.00	7,220.00
19	Black Creek Ravines (Parking Area)	1	38	165.00	6,270.00
22	Greenwood Park	1	38	40.00	1,520.00
23	Heritage Farms (Four Silos) A	1	38	260.00	9,880.00
23	Heritage Farms (Four Silos) B	1	38	260.00	9,880.00
24	Moody Ave Park	1	38	460.00	17,480.00

26	Black Creek Park & Trail	1	38	40.00	1520.00
27	Camp Chowenwaw Park	1	38	1175.00	44650.00
			TOTAL	DISTRICT 1	\$ 205,200.00

Total Bid Written Words for District 1:

two hundred five thousand two hundred ⁰⁰/₁₀₀

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
12	Governors Creek (Boat Ramp)	2	38	50.00	1900.00
15	Williams Park	2	38	50.00	1900.00
16	Old Shads Pier	2	38	40.00	1520.00
18	Williams Boat Ramp	2	38	40.00	1520.00
25	Pier Station Park	2	38	45.00	1710.00
			TOTAL	DISTRICT 2	\$ 8550.00

Total Bid Written Words for District 2:

eight thousand five hundred fifty ⁰⁰/₁₀₀

ID#	Site Locations	District	Number of Cuts	Price Per Cut	Extended Total
3	Fox Meadow Park	3	38	400.00	15,200.00
7	Foxridge Park	3	38	125.00	4750.00
9	Hunter Douglas Park	3	38	200.00	7600.00

20	Kingsley Lake Park	3	38	50	1900.00
21	Deerfield Point Park	3	38	40.00	1520.00
			TOTAL	DISTRICT 3	\$ 30,970.00

Total Bid Written Words for District 3:

thirty thousand nine hundred seventy & 100^{cs}

COMPANY NAME:

GreenWay Lawn & Landscape

***Number of cuts is estimated at 38 cuts per year. This bid will be awarded by lowest price per district to one or more contractors.**

****The County reserves the right to request a more defined schedule of values from contractors.**

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee

DATE: 3/1/2022

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of Fourth Amendment to Agreement #2019/2020-138 with EVOK Advertising & Design, Inc. at an annual fee amount of \$205,479.00. Evok serves as the County's Advertising Agency of Record for the Tourism Department. The term of this Amendment is for the period of June 9, 2022 and ends on June 8, 2023.

Funding Sources: Tourist Development Fund / Tourism / Professional Services and Tourism Advertising/Marketing

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This is the final renewal. These services will be re-bid next year.
Evok serves as the County's Advertising Agency of Record for the Tourism Department. Note Exhibit A - Fee Schedule/Yearly Budget Breakdown

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

Funding Sources: Tourist Development Fund / Tourism / Professional Services and Tourism Advertising/Marketing

Account # FD1009-CC1164-SC531000 Amount - \$80,000.00

Account # FD1009-CC1164-SC548004 Amount - \$125,479.00

Sole Source (Yes\No):
No

Advanced Payment
(Yes\No):
No

ATTACHMENTS:

Description

▣ Amendment

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Wanamaker, Howard	Approved	4/13/2022 - 5:20 PM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2019/2020-138 AM4

**FOURTH AMENDMENT TO AGREEMENT FOR TOURISM DIVISION
ADVERTISING AGENCY OF RECORD**

This Fourth Amendment to Agreement for Tourism Division Advertising Agency of Record (“Fourth Amendment”) is entered into on this ____ day of April, 2022 by and between Clay County, a political subdivision of the State of Florida (the “County”), and EVOK Advertising & Design, Inc. d/b/a EVOK, a Florida Profit Corporation (“Contractor”).

RECITALS

WHEREAS, the County issued a Request for Proposal, RFP No. 19/20-7 (“RFP”), to solicit and engage a firm to assist the County’s Tourism & Film Development Division (“Tourism Division”) in providing marketing and advertising to promote the County and grow consumer engagement, awareness and perception; and

WHEREAS, on June 9, 2020, the parties entered into an Agreement for Tourism Division Advertising Agency of Record, Clay County Agreement/Contract No. 2019/2020–138 (“Agreement”), wherein the Contractor agreed to serve as the County’s Advertising Agency of Record and perform the Services as set forth in the RFP and the Agreement (the “Services”); and

WHEREAS, on August 8, 2020, the parties entered into the First Amendment to the Agreement to add additional services to publicize the resumption of activities in the County and steps taken to protect the public in order to open venues and businesses, thereby generating economic activity, while mitigating the risks associated with the COVID-19 Pandemic to include Safer Event Video and Guide Services, Local Marketing Campaign Services, and Media Strategy Services. These services were paid by the County to the Contractor from a portion of the funding provided to the County from the Coronavirus Aid, Relief, and Economic Security (CARES) Act Fund. The term for the First Amendment ended on December 30, 2020; and

WHEREAS, the Agreement provides for Services in relation to the Tourism Division’s website (www.exploreclay.com) that was launched in October 2020, including, but not limited to, Search Engine Optimization (“SEO”) Services. On September 22, 2020, the parties entered into the Second Amendment to the Agreement to add additional services wherein the Contractor agreed to provide SEO services for the County’s website (www.claycountygov.com) in the total amount of \$30,000.00 during the term commencing on October 1, 2020 and ending September 30, 2021; and

WHEREAS, payment for Services by the County to the Contractor shall be made per the Fee Schedule, attached as Exhibit A to the Agreement, which shall be revised upon mutual agreement of the parties within thirty (30) days prior to the conclusion of each year of the three year term; and

WHEREAS, on April 27, 2021, the parties entered into the Third Amendment to the Agreement, a copy of which is attached hereto as **Exhibit B** inclusive of the Agreement and

incorporated herein by reference, to amend the Fee Schedule to increase the annual fee not to exceed amount for year 2 to \$201,450.00, which reflected a 2% increase from the total advertising budget from year 1, provide for an estimated annual fee increase of 2% at the County's discretion in accordance with the estimated increase in the RFP, and allow for reallocation and carry over of any amounts not spent under a certain category or during a certain year at the County's discretion; and

WHEREAS, year 3 of this three year Agreement shall commence on June 9, 2022 and end on June 8, 2023; and

WHEREAS, the parties wish to enter into this Fourth Amendment to amend the Fee Schedule to increase the annual fee not to exceed amount for year 3 to \$205,479.00, which reflects a 2% increase from the total not to exceed amount from year 2, and amend the budget amount for the Media/Marketing Planning and Buying category as set forth in the revised Fee Schedule attached hereto as **Exhibit A**; and

WHEREAS, the parties also wish to enter into this Fourth Amendment to amend provision 2.4 to clarify the termination/expiration procedure, amend provisions 3.2, 5.1, and 5.2 to address the County's new payment process, and amend Article 11 to include trademarks; and

WHEREAS, the parties desire to enter into this Fourth Amendment to amend the Fee Schedule for year 3 and amend certain provisions of the Agreement as set forth herein.

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Fee Schedule attached as Exhibit A to the Agreement as amended is hereby removed and replaced with the amended Fee Schedule attached to this Fourth Amendment as **Exhibit A**. The payment for Services by the County to the Contractor for year 3 of the Agreement commencing on June 9, 2022 and ending on June 8, 2023 shall be made in accordance with this amended Fee Schedule.
3. Provision 2.4 of Article 2 of the Agreement is hereby amended and replaced in its entirety with the following:
 - 2.4. Upon the effective date of termination or expiration of this Agreement, the Contractor shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) that have been accumulated by the Contractor, provided to the Contractor by the County, and/or prepared or developed by the Contractor on behalf

of the County and for which the Contractor has been paid to provide and perform the Services required to produce such documents. The Contractor agrees to provide these documents to the County within ten (10) business days of the County's request in such format and/or arrangement as requested by the County.

4. Invoices for payment shall now be sent to the Clay County Comptroller's office. Accordingly, provision 3.2 of Article 3 and provisions 5.1 and 5.2 of Article 5 addressing the Paying Agent are hereby amended and replaced in their entirety with the following:

3.2. The Contractor shall invoice the County on a monthly basis. Invoices shall be submitted to the "Paying Agent", and the County shall pay the Contractor in accordance with the payment procedures in Article 5.

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

5.2. Promptly upon receipt of an Invoice submitted under this Article, the Paying Agent and/or Tourism Division Director shall review the Invoice and may also review the Services as delivered, installed or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Tourism Division Director determine that the Invoice does not conform with the applicable requirements of the Agreement or this Article or that the Services within the scope of the Invoice have not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent and/or the Tourism Division Director shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5. Article 11 of the Agreement is hereby amended and replaced in its entirety with the following:

ARTICLE 11. PATENTS/TRADEMARKS/COPYRIGHTS

11.1. Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented, trademarked, or copyrighted materials or other intellectual property in the performance of this Agreement.

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

6. The Contractor hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

7. Except as expressly provided herein, all other terms and conditions of the Agreement as amended by the Third Amendment and not affected by this Fourth Amendment are incorporated herein and shall remain in full force and effect.

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

[Signatures appear on the following page.]

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

**EVOK ADVERTISING & DESIGN, INC. d/b/a
EVOK**

By: Terence Mooney

Print Name: Terence Mooney

Print Title: Partner, COO

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____

Wayne Bolla
Its Chairman

ATTEST:

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

**EXHIBIT A
AMENDED
FEE SCHEDULE**

“EXHIBIT A”

FEE SCHEDULE

**Clay County Agreement/Contract No. 2019/2020–138
Agreement for Tourism Department Advertising Agency of Record**

YEARLY BUDGET BREAKDOWN

CATEGORY	LINE ITEMS	YEAR 1 BUDGET AMOUNT	YEAR 2 BUDGET AMOUNT*	YEAR 3 BUDGET AMOUNT*
Monthly Retainer (includes Monthly Reporting of all Advertising/Marketing)	<ul style="list-style-type: none"> • Account management and reporting • Dedicated Account Manager • Constant, consistent communication via email, phone, meetings • Budget and project management • Detailed monthly reporting (presented to and reviewed by TDC) 	\$2,500.00 /month (\$30,000.00 /year)	\$2,500.00 /month (\$30,000.00 /year)	\$2,500.00 /month (\$30,000.00 /year)
Media/Marketing Planning and Buying (includes Search Engine Marketing)	<ul style="list-style-type: none"> • Paid advertising: placeholder pending further planning (includes PPC paid search campaigns) • Media planning, placement and management • Creative content to fulfill media plan • Analytics, optimization and reporting 	\$75,000.00 /year	\$107,050.00 /year	\$111,079.00 /year
Search Engine Optimization (SEO)	<ul style="list-style-type: none"> • Ongoing organic optimization, including: <ul style="list-style-type: none"> - Onsite optimization - Website performance management - Content for website growth including blogs - Backlink strategy and execution 	\$1,200.00 /month (\$14,400.00 /year)	\$1,200.00 /month (\$14,400.00 /year)	\$1,200.00 /month (\$14,400.00 /year)
Destination Photography and Video	<ul style="list-style-type: none"> • Placeholder pending further planning • Budget will be used to efficiently grow the Clay County asset library 	\$20,000.00 /year	\$20,000.00 /year	\$20,000.00 /year

CATEGORY	LINE ITEMS	YEAR 1 BUDGET AMOUNT	YEAR 2 BUDGET AMOUNT*	YEAR 3 BUDGET AMOUNT*
Creative/Collateral Development	<ul style="list-style-type: none"> Placeholder pending further planning Parties will discuss and plan any collateral needs Does not include printing 	\$20,000.00 /year	\$20,000.00 /year	\$20,000.00 /year
Contingency/ Overruns	<ul style="list-style-type: none"> To be set aside for advantageous opportunities that come up during the year to be used in any category above 	\$10,000.00 /year	\$10,000.00 /year	\$10,000.00 /year
Total Yearly Budget*		\$169,000.00	\$201,450.00	\$205,479.00

* The Third Amendment to the Agreement provides for an estimated annual fee increase of 2% at the County's discretion. Any amount(s) not spent in a respective Category identified in the Fee Schedule, may be reallocated to a different Category in the Fee Schedule.

EXHIBIT B
THIRD AMENDMENT
AND AGREEMENT

In Re: Clay County Agreement/Contract No. 2019/2020-138

Third Amendment to Agreement for Tourism Division Advertising Agency of Record

This Third Amendment to Clay County Agreement/Contract No. 2019/2020-138 ("Third Amendment") is entered into on this 27th day of April, 2021 by and between Clay County, a political subdivision of the State of Florida (the "County") and EVOK Advertising & Design, Inc. d/b/a EVOK, a Florida corporation having a principal place of business address at 1485 International Parkway, Third Floor, Heathrow, Florida 32746 ("Contractor").

RECITALS

WHEREAS, the County issued a Request for Proposal, RFP No. 19/20-7 ("RFP"), to solicit and engage a firm to assist the County's Tourism & Film Development Division ("Tourism Division") in providing marketing and advertising to promote the County and grow consumer engagement, awareness and perception; and

WHEREAS, on June 9, 2020, the parties entered into an Agreement for Tourism Division Advertising Agency of Record, designated by the County as Clay County Agreement/Contract No. 2019/2020-138 ("Agreement"), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, wherein the Contractor agreed to serve as the County's Advertising Agency of Record and perform the Services as set forth in the RFP and the Agreement (the "Services"); and

WHEREAS, on August 8, 2020, the parties entered into the First Amendment to the Agreement, incorporated herein by reference, to add additional services to publicize the resumption of activities in the County and steps taken to protect the public in order to open venues and businesses, thereby generating economic activity, while mitigating the risks associated with the COVID-19 Pandemic to include Safer Event Video and Guide Services, Local Marketing Campaign Services, and Media Strategy Services. These services were paid by the County to the Contractor from a portion of the funding provided to the County from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Fund. The term for the First Amendment expired on December 30, 2020; and

WHEREAS, the Agreement provides for Services in relation to the Tourism Division's website (www.exploreclay.com) that was launched in October 2020, including, but not limited to, Search Engine Optimization ("SEO") Services. On September 22, 2020, the parties entered into the Second Amendment to the Agreement, incorporated herein by reference, to add additional services not covered under the Agreement for the Contractor to provide SEO services for the County's website (www.claycountygov.com) to address usability, ranking, adjust and optimize the site for optimal migration, and enhance website performance at an annual fee of \$30,000.00, payable in monthly installments of \$2,500.00 by the County to the Contractor during the term commencing on October 1, 2020 and continuing through September 30, 2021; and

WHEREAS, the Agreement provides that the payment for Services by the County to the Contractor shall be made per the Fee Schedule, attached as Exhibit A to the Agreement. The

current Fee Schedule provides that annual fees shall not exceed a total amount of \$169,000.00, which includes a monthly retainer in the amount of \$2,500 plus any Services rendered; and

WHEREAS, the RFP Scope of Services, a copy of which is attached hereto as **Exhibit C**, provides that the advertising budget for year 1 of the initial term of the Agreement is approximately \$197,500.00 with an estimated increase of 2% for years 2 through 5; and

WHEREAS, at the time the Agreement was entered into, a portion of the annual advertising budget had been allocated to other advertising commitments reducing the remaining annual advertising budget for year 1 to approximately \$169,000.00; and

WHEREAS, due to the emerging COVID-19 public health emergency, the local emergency declaration, and uncertainty at the time in relation to the hospitality and tourism industry, the parties agreed to a Fee Schedule in the annual amount not to exceed \$169,000.00; and

WHEREAS, the Agreement provides that the parties shall mutually agree upon a revised Fee Schedule thirty (30) days prior to the conclusion of the first year of the initial term and thirty (30) days prior to the conclusion of the second-year of the initial term; and

WHEREAS, the parties desire to amend the Fee Schedule for year 2 of the initial term to increase the annual fee not to exceed amount for year 2 to \$201,450.00, which reflects a 2% increase from the total advertising budget from year 1 of \$197,500.00, and to amend the budget amounts for each category identified in the Fee Schedule as set forth in the revised Fee Schedule, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the parties also desire to amend the Agreement to provide for an estimated annual fee increase of 2% at the County's discretion and to allow for reallocation and carry over of any amounts not spent under a certain category or during a certain year at the County's discretion; and

WHEREAS, in accordance with the Agreement, the parties desire to enter into this Third Amendment to the Agreement.

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

1. The payment for Services by the County to the Contractor for year 2 of the Agreement shall be made in accordance with the revised Fee Schedule, attached hereto as **Exhibit A**. In accordance with the Agreement, the parties shall mutually agree upon a revised Fee Schedule for year 3 thirty (30) days prior to the conclusion of the second-year of the initial term.

2. Provision 3.1 of Article 3 of the Agreement is hereby supplemented and replaced

in its entirety with the following:

The payment for Services by the County to the Contractor shall be made in accordance with the Fee Schedule, attached hereto as **Exhibit A**, as it may be amended by the parties and in effect from year to year during the initial term and any renewals to the Agreement. Any amount not spent in a category identified in the Fee Schedule, may be reallocated at the County's discretion to a different category in the Fee Schedule. Additionally, any amount not spent during a certain year may be carried over to the subsequent year at the County's discretion. The annual fee, which may be increased by 2% each year at the County's discretion, shall not exceed the total budget amount reflected in the Fee Schedule, as it may be amended and in effect from year to year. This amount includes the Services performed by the Contractor and all other expenses associated with the Contractor's performance of the Services.

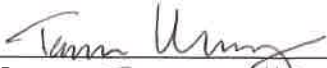
3. The Contractor hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

4. In all other respects, the original terms and conditions of the Agreement, as amended, remain in full force and effect.


[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

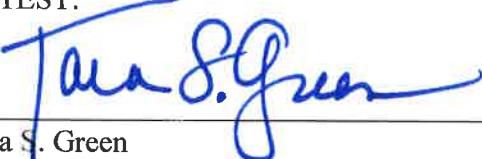
**EVOK ADVERTISING & DESIGN, INC. d/b/a
EVOK**

By: 
Print Name: TERENCE W. MORLEY
Print Title: PARTNER, COO

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: 
Mike Cella
Its Chairman

ATTEST:


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

“EXHIBIT A”

FEE SCHEDULE

Clay County Agreement/Contract No. 2019/2020–138

Agreement for Tourism Department Advertising Agency of Record

AVAILABLE BUDGET FOR YEAR 2: \$201,450.00*

YEAR 2 BUDGET BREAKDOWN:

CATEGORY	LINE ITEMS	BUDGET AMOUNT**
Monthly Retainer (includes Monthly Reporting of all Advertising/Marketing)	<ul style="list-style-type: none">• Account management and reporting• Dedicated Account Manager• Constant, consistent communication via email, phone, meetings• Budget and project management• Detailed monthly reporting (presented to and reviewed by TDC)	\$2,500.00/month (\$30,000.00/year)
Media/Marketing Planning and Buying (includes Search Engine Marketing)	<ul style="list-style-type: none">• Paid advertising: placeholder pending further planning (includes PPC paid search campaigns)• Media planning, placement and management• Creative content to fulfill media plan• Analytics, optimization and reporting	\$107,050.00/year
Search Engine Optimization (SEO)	<ul style="list-style-type: none">• Ongoing organic optimization, including:<ul style="list-style-type: none">- Onsite optimization- Website performance management- Content for website growth including blogs- Backlink strategy and execution	\$1,200.00/month (\$14,400.00/year)

CATEGORY	LINE ITEMS	BUDGET AMOUNT**
Destination Photography and Video	<ul style="list-style-type: none"> Placeholder pending further planning Budget will be used to efficiently grow the Clay County asset library 	\$20,000.00/year
Creative/Collateral Development	<ul style="list-style-type: none"> Placeholder pending further planning Parties will discuss and plan any collateral needs Does not include printing 	\$20,000.00/year
Contingency/Overruns	<ul style="list-style-type: none"> To be set aside for advantageous opportunities that come up during the year to be used in any category above 	\$10,000.00/year
Total Budget for Year 2		\$201,450.00

* Year 3: Estimated 2% increase
Year 4: Estimated 2% increase
Year 5: Estimated 2% increase

** Any amount(s) not spent in a respective Category identified in the Fee Schedule, may be reallocated to a different Category in the Fee Schedule.

"EXHIBIT B"
ATTACHMENT A

**Clay County Agreement/Contract No. 2019/20 - 138
Agreement for Tourism Division Advertising Agency of Record**

This Agreement for Tourism Division Advertising Agency of Record ("Agreement") is made and entered into between Clay County, a political subdivision of the State of Florida (the "County") and EVOK ADVERTISING & DESIGN, INC. d/b/a EVOK, a Florida corporation having a principal place of business address at 1485 International Parkway, Third Floor, Heathrow, Florida 32746 ("Contractor"), as of the 9th day of JUNE, 2020 ("Effective Date").

RECITALS

WHEREAS, the County issued a Request for Proposal, RFP No. 19/20-7 ("RFP"), to solicit and engage a firm to assist the County's Tourism & Film Development Division ("Tourism Division") in providing marketing and advertising to promote the County and grow consumer engagement, awareness and perception; and

WHEREAS, the Contractor responded to the RFP with a proposal and pricing to offer the marketing and advertising services and the County selected Contractor based on Contractor's response ("Contractor's Response") and being the number one ranked firm by the evaluation committee; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in the RFP, the Contractor's Response and under the terms and conditions set forth in this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP as well as the Contractor's Response apply to this Agreement and are incorporated herein by reference.

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

ARTICLE 1. AWARD, AGREEMENT AND SERVICES

1.1 This Agreement serves as the formal and binding award of the RFP to the Contractor. The Contractor shall provide the services requested and set forth in the RFP and in the Contractor's Response to promote and encourage prosperous development of the County's tourism industry (hereinafter referred to as "Services").

1.2 The Services to be provided by the Contractor are summarized as follows:

The Contractor will work closely with the Tourism Division in growing, as measured by the Tourist Development Tax (TDT) collections, visitor related expenditures within the County and consumer engagement, awareness and perception, by performing services as follows:

- a. **Marketing Planning and Buying– Develop and execute an annual marketing strategy and plan to grow tourism with an emphasis on promoting the area using paid, owned and shared media and marketing strategies. Develop and execute advertising programs in coordination with the Tourism Division team and its partner program members that meet the overall marketing objectives.**
- b. **Search engine marketing**
- c. **Search engine optimization**
- d. **Monthly ROI and KPI measurement, analytics, and tracking**
- e. **Destination photography**
- f. **Destination video**
- g. **Collateral development**
- h. **Collaboration with the Tourism Division team and any other contracted organizations as needed**
- i. **Regular communication with Tourism Division team**
- j. **Quarterly presentation to the Tourist Development Council**
- k. **Administration to include financial maintenance, maintenance of related contracts, reporting and measurement**

1.3 In providing the Services, the Contractor shall:

- a. **conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;**
- b. **avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and**
- c. **not use any false, deceptive or misleading trade practices in the performance of the Services.**

1.4 The terms of this Agreement, the RFP, and the Contractor's Response are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents shall control in the following priority: 1) this Agreement and any attachments hereto; 2) Contractor's Response; and 3) the RFP.

ARTICLE 2. TERM, TERMINATION

- 2.1 **The term shall begin on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date.**
- 2.2 **The County has the sole option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County's best interest to do so.**
- 2.3 **The County may terminate the Agreement, in whole or in part, at any time, for the County's convenience at any time upon sixty (60) days advanced written notice to Contractor. However, the County shall be responsible for payment for any Services that have been performed by the Contractor through the date of termination. Upon receipt of notice of termination, the Contactor shall (1) immediately discontinue all Services affected**

unless notice directs otherwise and (2) deliver to the County the materials addressed in Article 2.4.

- 2.4 Upon termination of this Agreement, the Contractor will provide to the County all plans, studies, reports, estimates, summaries, artwork files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

ARTICLE 3. COMPENSATION FOR SERVICES/FEE SCHEDULE

- 3.1 The payment for Services by the County to the Contractor shall be per the Fee Schedule, attached hereto as Exhibit A. The annual fees shall not exceed a total amount of \$169,000.00. This amount includes the Services performed by the Contractor and all other expenses associated with the Contractor's performance of the Services.
- 3.2 The Contractor shall invoice the County on a monthly basis. Invoices shall be submitted to the Tourism Division Director, the "Paying Agent", and the County shall pay the Contractor in accordance with the payment procedures in Article 5.
- 3.3 The monthly Invoice shall include the monthly retainer amount of \$2,500.00 plus any Services rendered per the Fee Schedule. The Invoice shall itemize and describe the Services performed by the Contractor during that month and for which the County is being billed. The Invoice shall state the amount remaining under each category in the Fee Schedule. Supporting records and documentation of the Services rendered shall accompany the Invoice. The Contractor shall also provide monthly written reports as outlined in Article 6.
- 3.4 The parties shall mutually agree upon a revised Fee Schedule thirty (30) days prior to the conclusion of the first year of the initial term and thirty (30) days prior to the conclusion of the second-year of the initial term.
- 3.5 The County shall not be responsible for paying for Contractor's expenses in the provision of the Services, including, but not limited to, Contractor's travel, per diem, courier service, telephone, postage, or copying charges, or other administrative expenses.

ARTICLE 4. ADDITIONAL SERVICES AND FEES

- 4.1 If the County identifies or the Contractor recommends any additional Services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor and be made a part of this Agreement by a written Addendum.
- 4.2 If the County identifies, or the Contractor recommends any additional Services to be provided by the Contractor that are not covered under the Agreement or scope of Services set forth in the Fee Schedule, that result in additional fees, such additional fees shall be mutually negotiated between the County and the Contractor and be made a part of this Agreement by a written Addendum.

ARTICLE 5. PAYMENT PROCEDURES

- 5.1 As used in this Article, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the Department Head of the County's department or division coordinating the Agreement to whom Invoices must be submitted; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. All payments for Services rendered shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.
- 5.2 Promptly upon receipt of an Invoice submitted under this Article, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Services as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of this Agreement or this Article or that the Services within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.
- 5.3 By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.
- 5.4 The parties will attempt to settle any payment dispute arising under this Article through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the County Manager between the Contractor's representative and the Paying Agent, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

ARTICLE 6. MONTHLY REPORT AND QUARTERLY PRESENTATION

- 6.1 During the term of this Agreement, the Contractor shall provide a monthly written report to the Tourism Division Director and give a quarterly presentation to the Tourism Division Director and Clay County Tourist Development Council ("TDC").
- 6.2 Each monthly report shall include the following information:
- a. Budget and project management;
 - b. Overview of marketing efforts, consistent with the Contractor's marketing plan and strategy that includes:
 - number and type of marketing efforts;
 - number and type of paid advertising;
 - media planning and content to fulfill the media plan;
 - social media campaigns and/or contests;
 - analytics, optimization and reporting;
 - search engine marketing and paid search campaign;
 - search engine optimization.
 - c. Overview of destination photography and video;
 - d. Estimate of the economic impact and growth as measured by the TDT, including visitor related expenditures created by the marketing and advertising;
 - e. Collateral development;
 - f. Projects;
 - g. Research, including social media trends and visitor database and recommendations regarding how TDC can expand its audience; and
 - h. Timeframe and marketing plan for remaining services.

ARTICLE 7. TAXES

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

ARTICLE 8. APPROPRIATED FUNDS

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

ARTICLE 9. PUBLIC RECORDS

- 9.1 The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The

Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.2 The Contractor's failure to comply with the requirements of Article 9 shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

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

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

ARTICLE 10. SCRUTINIZED COMPANIES

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

ARTICLE 11. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor will be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the Agreement. The Contractor, without exception, will indemnify and hold harmless the County and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured, created, or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County will promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license at no cost to the County which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

ARTICLE 12. INDEMNIFICATION; SOVEREIGN IMMUNITY

12.1 The Contractor shall promptly defend, indemnify, hold the County harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, attorney's fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Contractor's performance or breach of this Agreement.

12.2 With respect to any indemnification by the County provided under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

ARTICLE 13. NOTICE

All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS,

Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

EVOK ADVERTISING & DESIGN, INC
1485 International Parkway, Ste. 3000
Lake Mary, Florida 32746
Attention: Larry Meador

If to County:

Clay County Board of County Commissioners
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager

ARTICLE 14. INSURANCE

The Contractor shall comply with all insurance requirements stated in the RFP. The Contractor shall secure and maintain in effect at all times during the term of this Agreement, and any renewal terms hereof, a general liability insurance policy, automobile liability insurance policy, workers compensation/employers liability policy, and professional liability insurance policy in the minimum amounts stated in the RFP. Either prior to, or simultaneously with the execution of this Agreement, the Contractor must deliver certificates of insurance for the required insurance coverage to the County naming "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 Insured." The certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or nonrenewal to be provided to the County. If any required insurance coverage is canceled, terminated or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

ARTICLE 15. RELATIONSHIP

The Contractor is an independent contractor to the County in provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of the County.

ARTICLE 16. AUTHORITY

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

ARTICLE 17. GOVERNING LAW AND VENUE

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

ARTICLE 18. NON-ASSIGNABLE; SUBCONTRACTING

All Services shall be performed exclusively by the Contractor and shall not be assigned to another entity without prior written permission of the County. The Contractor may not subcontract any Services to be provided pursuant to this Agreement. Neither this Agreement nor any of the Contractor's rights or obligations may be assigned by the Contractor unless agreed to by the parties in writing.

ARTICLE 19. CONFLICT OF INTEREST

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

ARTICLE 20. AMENDMENT OR MODIFICATION OF AGREEMENT

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

ARTICLE 21. FURTHER ASSURANCES

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

ARTICLE 22. WAIVER

No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

ARTICLE 23. HEADINGS

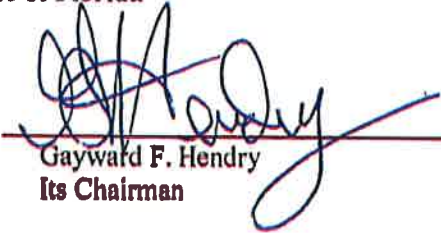
The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

ARTICLE 24. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date:


CLAY COUNTY, a political subdivision of the State of Florida

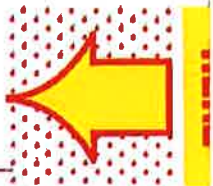
By: 
Gayward F. Hendry
Its Chairman

ATTEST:


Howard Wanamaker
County Manager and Clerk of the Board of County Commissioners

EVOK ADVERTISING & DESIGN, INC d/b/a EVOK

By: 
Print Name: Terry Mooney
Print Title: Partner, COO



ATTACHMENT B

"EXHIBIT A"

FEE SCHEDULE

Clay County Agreement/Contract No. 2019/20-

Agreement for Tourism Department Advertising Agency of

Record AVAILABLE YEARLY BUDGET: \$169,000.00

YEARLY BUDGET BREAKDOWN:

CATEGORY	LINE ITEMS	BUDGET AMOUNT
Monthly Retainer (includes Monthly Reporting of all Advertising/Marketing)	<ul style="list-style-type: none">• Account management and reporting• Dedicated Account Manager• Constant, consistent communication via email, phone, meetings• Budget and project management• Detailed monthly reporting (presented to and reviewed by TDC)	\$2,500.00/month (\$30,000.00/year)
Marketing Planning and Buying (includes Search Engine Marketing)	<ul style="list-style-type: none">• Paid advertising: placeholder pending further planning (includes PPC paid search campaigns)• Media planning, placement and management• Creative content to fulfill media plan• Analytics, optimization and reporting	\$75,000.00/year
Search Engine Optimization	<ul style="list-style-type: none">• Ongoing organic optimization, including:<ul style="list-style-type: none">- Onsite optimization- Website performance management- Content for website growth including blogs- Backlink strategy and execution	\$1,200.00/month (\$14,400.00/year)
Destination Photography and Video	<ul style="list-style-type: none">• Placeholder pending further planning	\$30,000.00/year

CATEGORY	LINE ITEMS	BUDGET AMOUNT
	<ul style="list-style-type: none"> • Budget will be used to efficiently grow the Clay County asset library 	
Collateral Development	<ul style="list-style-type: none"> • Placeholder pending further planning • Parties will discuss and plan any collateral needs • Does not include printing 	\$10,000.00/year
Contingency/Overruns	<ul style="list-style-type: none"> • To be set aside for advantageous opportunities that come up during the year to be used in any category above 	\$9,600.00/year
Total Yearly Budget		\$169,000.00

"EXHIBIT C"

RFP NO. 19/20-7, TOURISM DEPARTMENT ADVERTISING AGENCY OF RECORD

(Provided by Tourism Department)

PURPOSE

Clay County is soliciting sealed bids for the Tourism Department's Advertising Agency of Record. The purpose of this bid is to promote Clay County through advertisement. The bid shall remain in effect for three (3) years from the date of award by the Board of County Commissioners, with the County reserving the right and option to extend the bid for an additional two (2) twelve-month periods.

Destination assets include special events, Camp Chowenwaw treehouse point, the spring and spring-fed swimming pool in Green Cove Springs, outdoor and nature activities like hiking, cycling, kayaking, boating and fishing.

SCOPE OF SERVICES

The role of the agency will be to assist the Tourism Department in growing as measured by the Tourist Development Tax (TDT) collections, visitor related expenditures within Clay County and consumer engagement, awareness and perception.

- Marketing Planning and Buying-- Develop and execute an annual marketing strategy and plan to grow tourism with an emphasis on promoting the area using paid, owned and shared media and marketing strategies. Develop and execute advertising programs in coordination with the Tourism Department team and its partner program members that meet the overall marketing objectives.
- Search engine marketing
- Search engine optimization
- Monthly ROI and KPI measurement, analytics, tracking and reporting destination videography
- Destination photography
- Destination video
- Collateral development
- Collaboration with the Tourism Department Team and any other contracted organizations as needed
- Regular communication with Tourism Department team
- Quarterly presentation to the Tourism Development Council
- Administration to include financial maintenance, maintenance of related contracts, reporting and measurement

Current Activity:

Clay County Tourism Department contracted EVOK Advertising to build the first-ever stand-alone tourism website for Clay County: www.ExploreClay.com. Expected launch is summer of 2020.

Clay County Tourism Department contracted Airstream Ventures for a group sports sales and marketing effort. Airstream Ventures will be attending tradeshow and marketing Clay County

as a destination for non-traditional sporting events. They've already been able to deliver the USA Cycling National Amateur Road Championships for June 2020 and June 2021.

Clay County is an emerging destination that is still in the building phases. The Clay County Tourist Development Council has completed the following projects, which are available upon request or at www.exploreclay.com:

- Strategic Plan
- Visitor Profile Research
- Awareness/Perception Research
- Fairgrounds Master Plan

Fee Proposal shall include:

- Provide fully comprehensive pricing information for the following:
 - Monthly retainer
 - Marketing planning & buying
 - Search engine marketing
 - Search engine optimization
 - Monthly reporting of all advertising/marketing
 - Destination photography
 - Destination video
 - Collateral development
- Provide a list of additional services and fees

Selection:

The RFP will be awarded to the responsible Bidder submitting a Bid determined to provide the best value to the County with qualifications, fee schedule, approach, and other applicable factors considered.

Inclusive available annual advertising budget for items listed in the scope of work and any monthly retainer are as follows:

- Year 1 (FY19-20): approximately \$197,500 (Includes website launch campaign)
 - Please note some ad commitments have already been made including, but not limited to:
 - VISIT FLORIDA co-op – Undiscovered Florida (\$7,585.00 coming out of FY19/20 budget)
 - VISIT FLORIDA co-op – Outdoor Photographer (\$2,860.00 coming out of FY19/20 budget)
 - VISIT FLORIDA co-op – Atlanta Parent (\$5,700 coming out of FY19/20 budget)
 - VISIT FLORIDA co-op – 365 Atlanta (\$4,800 already paid from FY18/19)
 - VISIT FLORIDA co-op – Official Vacation Planner & Listing (\$7,806.60 coming out of FY19/20 budget)
 - Google My Business Part 2 Project - \$5,250 coming out of FY19/20 budget)
- Please note that this makes the remaining budget – \$168,298.40

- Year 2: estimated 2% increase
- Year 3: estimated 2% increase
- Year 4: estimated 2% increase
- Year 5: estimated 2% increase

PAYMENT

Vendor may request payment no more than once monthly, based on the amount of work completed or agreed upon monthly retainer that would include and record all media and service purchases on the County's behalf with prior approval. Vendor shall submit one (1) invoice per month to Clay County Tourism Department for all advertising services.

In addition to the invoice submitted, the Vendor shall prepare a report showing key performance indicators of advertising purchased on the County's behalf.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Commission

DATE:

FROM: Purchasing Department

SUBJECT:

Approval of Fifth Supplemental Agreement to Agreement 2016/2017-51, Professional Engineering Services CR220 Widening Project from West of Henley Road to East of Little Black Creek with Eisman & Russo in the amount of \$86,274.93.

Funding Source: CIP Fund / Capital Improvement Element / CR220-Henley Road to Knight Box / Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This Supplemental involves additional services to address the scope changes to Phase I to include the development of two sets of construction plans, estimates, bid packages, and permits in relation to the first phase from Hollars Place to east of Henley Road and second phase from east of Henley Road ending at Knight Boxx Road and to include redesign of a portion of the existing drainage system to address cost saving measures.

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Source: CIP Fund / Capital Improvement Element / CR220-Henley Road to Knight Box / Infrastructure

Account # FD3003-CC1231-PRJ100171-SC563000 Amount - \$86,274.93

Sole Source (Yes\No):

No

Advanced Payment

(Yes\No):

No

ATTACHMENTS:

Description

▫ SA

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Purchasing	Wanamaker, Howard	Approved	4/13/2022 - 5:21 PM	Item Pushed to Agenda

Clay County Agreement/Contract No.: 2016/2017-51 SA5

FIFTH SUPPLEMENTAL AGREEMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR CR 220 WIDENING FROM WEST OF HENLEY ROAD TO EAST OF LITTLE BLACK CREEK

This Fifth Supplemental Agreement to the the Professional Engineering Services Agreement CR 220 Widening from West of Henley Road to East of Little Black Creek is entered into as of this ____ day of April, 2022, by and between Clay County, a political subdivision of the State of Florida (the “County”) and Eisman & Russo, Inc., a Florida Profit Corporation (the “Contractor”).

RECITALS

WHEREAS, on December 13, 2016, the parties entered into the Professional Engineering Services Agreement for CR 220 Widening from West of Henley Road to East of Little Black Creek, Clay County Agreement/Contract No.: 2016/2017-51 (the “Agreement”), incorporated herein by reference, to provide for the design of the CR 220 Widening from West of Henley Road to East of Little Black Creek, as set forth in RFQ No: 15/16-7 (the “Project”); and

WHEREAS, the Project includes the design, right-of-way acquisition, construction, and CEI, which will reconstruct the existing CR 220 from a 2-lane rural to a 4-lane urban divided roadway within the Project limits; and

WHEREAS, the County and the State of Florida, Department of Transportation (FDOT) have coordinated the approach to the Project due to the combined financial effort between the County and FDOT, and the Contractor has previously coordinated with the County and FDOT to identify the additional design scope for the Project; and

WHEREAS, the Contractor performed the preliminary design, Phase I, which included survey, geotechnical exploration, environmental data, hydrology study, and the development of a conceptual design to support FDOT in preparation of a PD&E Report to determine the best approach for the Project in the lump sum amount of \$530,762.60; and

WHEREAS, on February 27, 2018, the parties entered into the First Supplemental Agreement, incorporated herein by reference, to amend the scope of services and provide for the Contractor to proceed with Phase II, to include the design and permitting efforts required for the 4-lane reconstruction of the corridor associated with the Project in the lump sum amount of \$749,796.29; and

WHEREAS, during Phase II, an intersection study was performed for the intersection at CR 220 and Henley Road, which determined that the intersection would need to be redesigned to function at a higher rating in a projected traffic study; and

WHEREAS, on February 12, 2019, the parties entered into the Second Supplemental

Agreement, incorporated herein by reference, to amend the scope of services under Phase II and provide for the Contractor to perform the design and permitting of a newly proposed Quadrant Intersection at Henley Road and the related extension of the roadway reconstruction limits along CR 220 and Henley Road in the lump sum amount of \$336,689.96; and

WHEREAS, on March 9, 2021, the parties entered into the Third Supplemental Agreement, incorporated herein by reference, to provide for the Contractor to perform additional services under Phase II related to surveying, mapping, geotechnical analysis, environmental analysis and design efforts needed to relocate the proposed wet detention pond at Joe Johns Rd to a new site along the south side of CR 220 and to provide 10-yr floodplain mitigation at the request of FDOT in the lump sum amount of \$172,338.74; and

WHEREAS, on March 22, 2022, the parties entered into the Fourth Supplemental Agreement, incorporated herein by reference, to provide for the Contractor to perform additional services intended to cover additional utility design/coordination and mapping efforts required to subordinate existing CCUA utility easements along the corridor, right-of-way map modifications to change three proposed roadway easements from temporary to permanent per recent FDOT request, additional subsurface utility exploration efforts to clear locations for shifting three proposed signal poles to accommodate the planned Clay Electric overhead relocations, and lighting analysis and design services for the three proposed intersections to this Project in the lump sum amount of \$91,088.00; and

WHEREAS, the parties desire to supplement the Agreement to provide for the Contractor to perform additional services to address the scope changes to Phase I to include the development of two sets of construction plans, estimates, bid packages, and permits in relation to the first phase from Hollars Place to east of Henley Road and second phase from east of Henley Road ending at Knight Boxx Road and to include redesign of a portion of the existing drainage system to address cost saving measures in the lump sum amount of \$86,274.93; and

WHEREAS, the parties desire to enter into this Fifth Supplemental Agreement to supplement the Agreement to include these additional services to be performed by the Contractor in relation to the Project as set forth herein.

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

1. The Agreement is hereby supplemented to include the Phase I additional services identified in **Attachment A**. The Contractor shall perform the services identified in the Phase I Scope Additions attached hereto as **Attachment A** and incorporated herein by reference.

2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Project. The Contractor agrees to timely perform all services as provided for in the Agreement, as amended. The date on which days will begin to be charged to the services under this Fifth Supplemental Agreement shall be the date the County issues a

Notice to Proceed to the Contractor (“Notice to Proceed Date”). The Contractor shall complete the design services under this Fifth Supplemental Agreement within six (6) months of the Notice to Proceed Date. The Contractor shall continue to provide post-design services through the construction close-out/final inspection for the work associated with the Project.

3. The total compensation to be paid by the County to the Contractor for the services to be performed under this Fifth Supplemental Agreement in relation to the Project shall not exceed the **total lump sum amount of \$86,274.93**. This amount includes the services performed by the Contractor and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor’s performance of the services.

4. Payments will be made by the County to the Contractor for all services actually, timely and satisfactorily rendered, in monthly increments based on the values set forth in the Fee Summary attached hereto as **Attachment B** and incorporated herein by reference. The Contractor shall submit an invoice to Clay County Comptroller’s office by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable, no more than once per month based on the amount of services done or completed. The amount of the monthly payment shall be the total value of the services rendered to the date of the invoice, based on the values set forth in **Attachment B**, less requests previously submitted and payments made. All payments will be governed by the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

5. The Contractor hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

6. Except as expressly provided herein, all other terms and conditions of the Agreement, as amended and supplemented, not affected by this Fifth Supplemental Agreement are incorporated herein and shall remain in full force and effect.

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

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Supplemental Agreement as of the date and year first written above.

EISMAN & RUSSO, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Wayne Bolla
Its Chairman

ATTEST:

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

Contract Price	\$ 530,762.60
SA #1 Lump Sum	\$ 749,796.29
SA #2 Lump Sum	\$ 336,689.96
SA #3 Lump Sum	\$ 172,338.74
SA #4 Lump Sum	\$ 91,088.00
SA #5 Lump sum	\$ 86,274.93
Adjusted Contract Price	\$1,966,950.52

Scope of Services
CR 220 ROADWAY IMPROVEMENTS
WEST OF HENLEY ROAD TO EAST OF LITTLE BLACK CREEK
PHASE 1 SCOPE ADDITIONS

Project Description

Eisman & Russo (E&R) has previously coordinated with the County's Project Manager to identify the desired additional design scope related to the proposed roadway improvements project. The project is located in Clay County, FL along CR 220 (Doctors Inlet Road) between Hollars Place and CR 220B (Knight Boxx Road).

Clay County and FDOT are partnering to complete the design, ROW Acquisition, construction, and CEI for this project which will reconstruct the existing CR 220 from a 2-lane rural to a 4-lane urban divided roadway within the project limits. The total project length is approximately 1.3 miles.

Supplemental Scope

This proposal for design services (SA#5) is intended to cover additional efforts related to two scope changes that have been requested by the County. These scope changes, as summarized below, were initiated following the introduction of the quadrant intersection design at Henley Road.

1. Due to delays in the availability of FDOT construction funding, the County requested that the original single design project be split into two phases that would be bid separately. The first phase of the project would extend from Hollars Place to east of Henley Road and would include the full quadrant intersection. The second phase of the project would begin east of Henley Road and end at Knight Boxx Road. This change enables the County to fully fund construction of Phase 1 and begin the most critical piece of the project, the new quadrant intersection, as soon as RW is acquired. The splitting of the project requires development of two separate sets of construction plans, two estimates, two bid packages and two individual permits.
2. Upon review of the 60% Phase 1 construction estimate, the County requested cost saving measures including a scope change that would eliminate the proposed new stormwater pond serving the quadrant intersection and, instead, would reroute drainage 1 mile south, along Rideout Ferry Road, to an existing stormwater pond adjacent to the Farm Bureau on Henley Road. This scope change required redesign of a portion of the existing drainage system, design of a new trunk line down Rideout Ferry Road and modification to the Farm Bureau pond.

Additional Requirements

1. Coordinate efforts and correspond with the County and FDOT as appropriate throughout the Design phase.
2. Perform complete QA/QC procedures prior to each submittal.
3. Take notes of all design/review meetings held with the County and FDOT. These

notes shall be transcribed and furnished to the County Project Manager and FDOT for concurrence as soon as practical after date of the meeting.

4. The Consultant shall work directly with the County Project Manager and will maintain this person as the sole point of contact with the County regarding this project.
5. The County Project Manager shall notify the Consultant in writing regarding changes to the project that will require modification to the Consultant's work.
6. The County shall be the Owner of all final documents.

Project-Specific Requirements

In addition to the General Project Requirements described above, the following project-specific requirements are a part of this scope of engineering services:

1. Reference the attached staff-hour and Fee Summaries.

Notice to Proceed

No work on this project shall be performed until a contract has been executed and a work order has been issued by the County.

Fee Summary

Our fee for the additional Scope of Services described herein is a lump sum payment of **\$86,274.93** for the services outlined in items 5 through 10 of the Contract Fee Summary.

Sincerely,

EISMAN & RUSSO, INC.

Robert A. Kight, PE
Project Manager

ATTACHMENT B

CONTRACT FEE SUMMARY CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

PART I GENERAL					
1. Project CR 220 Roadway Improvements - W. of Henley Rd to E. of Little Black Creek Phase 1 Scope Additions				2. Contract Number 2016/2017-51 SA#5	
3. Name of Consultant Eisman & Russo Consulting Engineers, Inc				4. Date of Work Order	
PART II LABOR RELATED COST					
Direct Labor	Hourly Rates		Estimated Hours	Estimated Cost	Total
	Original				
Chief Engineer	\$	75.00	54	\$ 4,050.00	
Project Manager	\$	60.00	288	\$ 17,280.00	
Senior Engineer	\$	52.00	111	\$ 5,772.00	
Project Engineer	\$	37.00	58	\$ 2,146.00	
Designer	\$	31.00	56	\$ 1,736.00	
CADD Technician	\$	28.00	54	\$ 1,512.00	
Clerical	\$	15.00	0	\$ -	
5. TOTAL DIRECT LABOR					\$ 32,496.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate including FCCM and Expenses 155.494 % X Total Direct Labor					\$ 50,529.33
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)					\$ 83,025.33
8. PROFIT: Labor Related Cost (Item 5) 10%					\$ 3,249.60
9. SUB-TOTAL LUMP SUM AMOUNT					\$ 86,274.93
10. SUBCONTRACTS (LUMP SUM)					
Sub #1				\$ -	
Sub #2				\$ -	
Sub #3				\$ -	
Sub #4				\$ -	
Sub #5				\$ -	
Sub #6				\$ -	
SUB-CONTRACT SUB-TOTAL					\$ -
11. TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)					\$ 86,274.93
PART III OTHER COSTS					
12. Miscellaneous Direct Cost					
MISCELLANEOUS DIRECT COSTS SUB-TOTAL					\$ -
13. Reimbursable Cost					
					\$ -
					\$ -
					\$ -
SUB-TOTAL REIMBURSABLES					\$ -
14. TOTAL NOT TO EXCEED AMOUNT (Items 12 and 13)					\$ -
PART IV SUMMARY					
15. TOTAL AMOUNT OF WORK ORDER Items 11 and 14					\$ 86,274.93
16. PRIOR CONTRACT AMOUNT					\$ -
17. AMENDED AMOUNT OF CONTRACT (Items 15 and 16)					\$ 86,274.93



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee

DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT: Approval of SHIP Program Annual Report Close out for FY 2018/2019, Interim
years 2019/2020 and 2020/2021 and Certification.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

See attached memorandum and documentation. The report includes Closeout Fiscal Year
2018/2019 and Interim Fiscal Years 2019/2020 and 2020/2021.

Is Funding Required (Yes/No):

No

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

No

N/A

Sole Source (Yes/No):

No

Advanced Payment

(Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- Memo - report - Certification

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Wanamaker, Howard	Approved	4/13/2022 - 5:22 PM	Item Pushed to Agenda



State Housing Initiative
Partnership Program

Mailing Address:
P.O. Box 1366
Green Cove Springs, FL
32043

Phone: 904-529-4700
904-278-4700
Fax: 904-278-4708

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4


Kristin Burke, DC
District 5

www.claycountygov.com



MEMORANDUM

TO: Chereese Stewart, Director of Economic Development Services,
Assistant County Manager

FROM: Theresa Sumner, SHIP Program Administrator 

DATE: April 5, 2022

RE: Annual Report of Closeout Fiscal Years 2018/2019, Interim Years 2019/2020
and 2020/2021

The SHIP Program Annual Report for closeout year 2018/2019 is attached, showing assistance to 41 Clay County families. This is the web-based report that is provided to Florida Housing. The report shows an allocation in the amount of \$391,491. We are given three years to spend this allocation, thus our reports are done in three-year increments.

This report shows \$553,225.39 has been expended in program income.
\$50,943.62 has been spent for administrative expenses.

Program Income expenditures are broken down as follows:

Purchase Assistance	\$165,000.00
Owner Occupied Rehab	\$303,704.75
Homes for Wounded Veterans	\$ 18,134.00

Rental Assistance (Eviction Prevention)	\$ 44,495.61
Rapid Rehousing (Homeless Prevention)	\$ 21,891.03

Our report must show that we have met our income set-asides. For instance:

20% of our allocation (\$78,298.20) must be spent on persons with special needs or persons with disabling conditions. We have met that condition.

30% of our allocation (\$117,447.30) must be spent on persons of Extremely Low and Very Low income. We have met that condition.

In addition, this report provides information for Interim Year 1 Report (2019/2020) showing an allocation of \$449,014 was received as well as \$235,890.50 coming back into the program from loan payoffs. Currently, \$499,740.00 is encumbered for eligible applicants.

Interim Year 2 Report (2020/2021) shows an allocation of \$0.

I am requesting this report be placed on the Finance/Audit Committee Agenda for review along with the approval of the attached Annual Report and Local Housing Incentives Certification.

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On behalf of the Clay County SHIP Program, I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2018/2019 and interim years 2019/2020 and 2020/2021.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits defined in Section 163.3164 (15) and (16), Florida Statutes for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provision that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$0.00.
4. The cumulative cost per rehabilitation housing per housing unit, from these actions is estimated to be \$0.00.
5. Dated this ____ day of April, 2022.

Staff member responsible for submitting the Annual Report to FHFC: Theresa Sumner

Clay County, a political subdivision of the State of
Florida

Wayne Bolla, Chairman/Chief Elected Official

(OFFICIAL SEAL)

ATTEST:

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

Title: SHIP Annual Report
Clay County FY 2018/2019 Closeout

Report Status: Submitted

orm 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance	\$165,000.00	19				
3	Owner Occupied Rehab	\$303,704.75	10				
11	Homes for Wounded Vet	\$18,134.00	1				
Homeownership Totals:		\$486,838.75	30				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
13	Rental Assistance	\$44,495.61	8				
26	Rapid Rehousing	\$21,891.03	3				
Rental Totals:		\$66,386.64	11				
Subtotals:		\$553,225.39	41				

Additional Use of Funds

Use	Expended
Administrative	\$39,149.10
Homeownership Counseling	
Admin From Program Income	\$11,794.52
Admin From Disaster Funds	

Totals:	\$604,169.01	41	\$.00	\$.00
----------------	---------------------	-----------	---------------	---------------

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$391,491.00
Program Income (Interest)	\$30,241.50
Program Income (Payments)	\$205,649.00
Recaptured Funds	\$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$4,131.21
Total:	\$631,512.71

*** Carry Forward to Next Year: \$27,343.70**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	386	413	533	699	864
VLI	643	689	827	955	1,066
LOW	1,030	1,103	1,323	1,529	1,706
MOD	1,545	1,654	1,986	2,293	2,559
Up to 140%	1,802	1,930	2,317	2,675	2,985

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$553,225.39	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$553,225.39	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$486,838.75	\$395,622.21	123.06%	65%
Construction / Rehabilitation	\$486,838.75	\$395,622.21	123.06%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	\$57,295.65	9.07%
Very Low	\$139,895.14	22.15%
Low	\$240,400.60	38.07%
Moderate	\$115,634.00	18.31%
Over 120%-140%	\$.00	.00%
Totals:	\$553,225.39	87.60%

Project Funding for Expended Funds Only

Income Category	Total Funds, Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$43,734.35	1	\$13,561.30	2	\$57,295.65	3
Very Low	\$122,241.80	3	\$17,653.34	1	\$139,895.14	4
Low	\$162,949.85	11	\$77,450.75	10	\$240,400.60	21
Moderate	\$115,634.00	13		0	\$115,634.00	13
Over 120%-140%		0		0	\$0.00	0
Totals:	\$444,560.00	28	\$108,665.39	13	\$553,225.39	41

orm 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Owner Occupied Rehab	Green Cove	1	1	3			5
Rental Assistance	Orange Park		1	4			5
Rental Assistance	Middleburg			2			2
Purchase Assistance	Middleburg			2	3		5
Purchase Assistance	Orange Park			3	7		10
Purchase Assistance	Green Cove			2	2		4
Rental Assistance	Green Cove			1			1
Rapid Rehousing	Middleburg			1			1
Rapid Rehousing	Green Cove			1			1
Rapid Rehousing	Orange Park	1					1
Owner Occupied Rehab	Orange Park		2	1			3
Homes for Wounded Vet	Orange Park				1		1
Owner Occupied Rehab	Middleburg	1		1			2
Totals:		3	4	21	13		41

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Owner Occupied Rehab	Green Cove		1	2	2	5
Rental Assistance	Orange Park		1	4		5
Rental Assistance	Middleburg			2		2
Purchase Assistance	Middleburg		3	2		5
Purchase Assistance	Orange Park	1	6	3		10

Purchase Assistance	Green Cove	1	1	2		4
Rental Assistance	Green Cove		1			1
Rapid Rehousing	Middleburg		1			1
Rapid Rehousing	Green Cove				1	1
Rapid Rehousing	Orange Park		1			1
Owner Occupied Rehab	Orange Park			1	2	3
Homes for Wounded Vet	Orange Park			1		1
Owner Occupied Rehab	Middleburg			1	1	2
Totals:		2	15	18	6	41

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Owner Occupied Rehab	Green Cove	2	3		5
Rental Assistance	Orange Park	1	3	1	5
Rental Assistance	Middleburg		2		2
Purchase Assistance	Middleburg	2	3		5
Purchase Assistance	Orange Park	5	5		10
Purchase Assistance	Green Cove	1	2	1	4
Rental Assistance	Green Cove		1		1
Rapid Rehousing	Middleburg		1		1
Rapid Rehousing	Green Cove		1		1
Rapid Rehousing	Orange Park		1		1
Owner Occupied Rehab	Orange Park		2	1	3
Homes for Wounded Vet	Orange Park		1		1
Owner Occupied Rehab	Middleburg	1	1		2
Totals:		12	26	3	41

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Owner Occupied Rehab	Green Cove	3	1	1				5
Rental Assistance	Orange Park	2	3					5
Rental Assistance	Middleburg	1	1					2
Purchase Assistance	Middleburg	4		1				5

Purchase Assistance	Orange Park	6	2	2				10
Purchase Assistance	Green Cove	3					1	4
Rental Assistance	Green Cove			1				1
Rapid Rehousing	Middleburg	1						1
Rapid Rehousing	Green Cove		1					1
Rapid Rehousing	Orange Park	1						1
Owner Occupied Rehab	Orange Park	1	1	1				3
Homes for Wounded Vet	Orange Park		1					1
Owner Occupied Rehab	Middleburg	2						2
Totals:		24	10	6			1	41

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Owner Occupied Rehab	Green Cove			2	2
Rental Assistance	Orange Park				0
Rental Assistance	Middleburg				0
Purchase Assistance	Middleburg				0
Purchase Assistance	Orange Park				0
Purchase Assistance	Green Cove				0
Rental Assistance	Green Cove				0
Rapid Rehousing	Middleburg				0
Rapid Rehousing	Green Cove			1	1
Rapid Rehousing	Orange Park		1		1
Owner Occupied Rehab	Orange Park			1	1
Homes for Wounded Vet	Orange Park				0
Owner Occupied Rehab	Middleburg			1	1
Totals:			1	5	6

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
-------------	----------------------	----------------	---------------------------

orm 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		AHAC Review	Implemented, in LHAP	1995
Ongoing review process		AHAC Review	Implemented, in LHAP	2004
Allowance of accessory dwelling units		AHAC Review	Adopted	2010

Support Services

A clearinghouse for support services is facilitated by Mercy Support Services network which provides a wide range of support services to a wide variety of agencies. Home Ownership Education is provided to all first time homebuyers.

Other Accomplishments

Input at later date

Availability for Public Inspection and Comments

The annual report is available at the SHIP Office in the County Administration Building, 477 Houston Street, Green Cove Springs, FL 32043. The report can be viewed and comments received from September 1, 2021 through September 15, 2021. There have been no comments received.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **727**

Mortgage Foreclosures

A. Very low income households in foreclosure: **2**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **2**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.28**

Mortgage Defaults

A. Very low income households in default: **2**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **2**

SHIP Program Default Percentage Rate Life to Date: **0.28**

Strategies and Production Costs

Strategy	Average Cost
Homes for Wounded Vet	\$18,134.00

Owner Occupied Rehab	\$25,308.73
Purchase Assistance	\$8,684.21
Rapid Rehousing	\$5,472.76
Rental Assistance	\$4,943.96

Expended Funds

Total Unit Count: 41

Total Expended Amount: \$553,225.39

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Owner Occupied Rehab	Valerie Conn	1508 North Street	Green Cove	32043	\$11,938.50	
Owner Occupied Rehab	Diego Martinez	612 Center Street	Green Cove	32043	\$25,939.30	
Rental Assistance	Vickie Bolden	471 Crabapple	Orange Park	32073	\$1,309.34	
Rental Assistance	Franciine Gibson	575 Oakleaf Plantation #1102	Orange Park	32065	\$3,872.25	
Rental Assistance	John Gordon	4648 Petunia Avenue	Middleburg	32068	\$4,226.37	
Purchase Assistance	Roberto Turrent	1167 Summer Springs Drive	Middleburg	32068	\$7,500.00	
Purchase Assistance	Reynaldo Ralla	3865 Buckthorne Drive	Orange Park	32065	\$7,500.00	
Purchase Assistance	Adrian McDonald	2749 Hollybrook Lane	Orange Park	32073	\$7,500.00	
Purchase Assistance	Christie Warnken	2695 Tina Lane	Middleburg	32068	\$7,500.00	
Purchase Assistance	Cody Stites	1699 Donna Drive	Middleburg	32068	\$7,500.00	
Purchase Assistance	Daniel Vasquez	532 Blairmore Blvd	Orange Park	32073	\$7,500.00	
Purchase Assistance	Joshua Smith	1506 Julia Street	Green Cove	32043	\$7,500.00	
Purchase Assistance	Kyle Johnson	2167 Marcia Drive	Orange Park	32073	\$7,500.00	
Purchase Assistance	Cindy Ward	2639 Tuscany Glen	Middleburg	32068	\$7,500.00	
Purchase Assistance	Robens Marceus	336 Edson Drive	Orange Park	32073	\$7,500.00	
Purchase Assistance	Monique Lynch	537 Cody Drive	Orange Park	32073	\$7,500.00	
Purchase Assistance	Stacie Austin	2664 Primrose Circle	Middleburg	32068	\$7,500.00	
Purchase Assistance	Blaire Rhoades	388 E Blairmore Blvd	Orange Park	32073	\$7,500.00	
Rental Assistance	Melinda Santana	2870 Cross Creek Drive	Green Cove	32043	\$8,002.91	
Rental Assistance	Guy Jones	222 Blairmore Blvd. # 40	Orange Park	32073	\$4,740.75	

Rental Assistance	Atheia Inman	2285 CR 220 #1501	Middleburg	32068	\$5,018.74	
Rental Assistance	Angel Segar	573 Oakleaf Plantation #922	Orange Park	32065	\$7,682.06	
Rapid Rehousing	Megan Vanmeurs	2512 Ambrosia Drive	Middleburg	32068	\$9,599.03	
Purchase Assistance	Milton Reed	305 Harrison Street	Green Cove	32043	\$7,500.00	
Purchase Assistance	Alyssa Moore	285 Aquarius Concourse	Orange Park	32065	\$7,500.00	
Purchase Assistance	Mariah Mack	575 Plantation Park Drive #805	Orange Park	32065	\$7,500.00	
Rental Assistance	Jennifer Slocum	515 Hopewell Drive	Orange Park	32065	\$7,555.01	
Rental Assistance	Tari Pacifico	2707 Creek Ridge Drive	Green Cove	32043	\$2,088.18	2017-2018
Rapid Rehousing	Audrey Towns	1098 North Street	Green Cove	32043	\$5,603.50	
Rapid Rehousing	Melody Toomey	1316 Jefferson Ave., Unit B	Orange Park	32065	\$5,749.80	
Rapid Rehousing	Mina Lozano	2150 Spencer Rd, Unit 1107	Orange Park	32065	\$938.70	2017-2018
Owner Occupied Rehab	Sandra DeCoursey	3274 Sexton Drive	Green Cove	32043	\$41,445.05	
Owner Occupied Rehab	Debra Lutton	215 Noel Road	Orange Park	32073	\$41,844.00	
Homes for Wounded Vet	Wayne Collins	142 Heather Way	Orange Park	32073	\$18,134.00	
Owner Occupied Rehab	Charlene Davis	801 Pine Avenue North	Green Cove	32043	\$29,557.00	
Owner Occupied Rehab	Lamar Smith	1108 North Street	Green Cove	32043	\$43,734.35	
Owner Occupied Rehab	Tracy Smith	1853 Quebec	Middleburg	32068	\$18,123.25	
Owner Occupied Rehab	Delois Dixon	1454 Floyd Circle	Orange Park	32073	\$12,167.00	2017-2018
Owner Occupied Rehab	Kathy Odum	5464 Jackson Avenue	Orange Park	32073	\$4,177.00	2017-2018
Owner Occupied Rehab	Karen Aldrich	3382 Talisman Drive	Middleburg	32068	\$7,811.50	
Owner Occupied Rehab	Audrey Milton	1939 Solomon Street	Orange Park	32073	\$38,952.75	
Owner Occupied Rehab	Raphael Machado	3254 Dowitcher Lane	Orange Park	32065	\$28,015.05	
Purchase Assistance	Austin Redmon	359 Sunset Avenue	Green Cove	32043	\$15,000.00	
Purchase Assistance	Kristina Walker	704 Kirk Street	Green Cove	32043	\$15,000.00	
Purchase Assistance	Cynthia Brown	1340 Bay Hill Blvd	Orange Park	32065	\$15,000.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Clay County SHIP Program Administered by the Housing Finance Authority of Clay County	Government	All	Administer the SHIP Program	\$.00
Clay County SHIP Program	Government	All	Administer the SHIP Program	\$50,943.62

Program Income

Program Income Funds	
Loan Repayment:	\$205,649.00
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$30,241.50
Total:	\$235,890.50

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	44
Approved	41
Denied	3

Explanation of Recaptured funds

Description	Amount
Total:	\$.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units:

Or

Not Applicable

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Owner Occupied Rehab	\$105,868.25	3		
11	Homes for Wounded Vet	\$18,134.00	1		
26	Rapid Rehousing	\$6,688.50	1		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(26) Rapid Rehousing	Receiving Social Security Disability Insurance	\$5,749.80	1		
(26) Rapid Rehousing	Person with Disabling Condition (not DD)	\$938.70			
(3) Owner Occupied Rehab	Receiving Social Security Disability Insurance	\$41,844.00	1		
(11) Homes for Wounded Vet	Receiving Social Security Disability Insurance	\$18,134.00	1		
(3) Owner Occupied Rehab	Developmental Disabilities	\$29,557.00	1		
(3) Owner Occupied Rehab	Person with Disabling Condition (not DD)	\$34,467.25	1		

Provide a description of efforts to reduce homelessness:

Mercy Support Services provides a continuum of care for homeless prevention and rapid rehousing.

Interim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution	\$449,014.00	
Program Income	\$235,890.50	
Program Funds Expended		
Program Funds Encumbered	\$499,740.00	
Total Administration Funds Expended	\$56,695.92	
Total Administration Funds Encumbered		
Homeownership Counseling	\$36,700.00	
Disaster Funds		
65% Homeownership Requirement	\$499,740.00	111.30%
75% Construction / Rehabilitation	\$499,740.00	111.30%
30% Very & Extremely Low Income Requirement	\$499,740.00	72.96%
30% Low Income Requirement		0.00%
20% Special Needs Requirement	\$331,000.00	73.72%
Carry Forward to Next Year		

Interim Year 2	
State Annual Distribution	
Program Funds Expended	
Program Funds Encumbered	\$160,000.00

LG Submitted Comments:



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 19 1:00 PM

TO: Finance & Audit Committee

DATE: 3/28/2022

FROM: Megan Mosley, Grants
Manager

SUBJECT:

Approval of the following two (2) budget resolutions for grant awards:

1) State Aid to Libraries Grant: \$71,255 awarded by the Florida Department of State, Division of Library and Information Services (DLIS) used to reimburse a portion of local funds expended by Clay County during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library to provide free library services. Board approval to accept this award occurred on January 11, 2022.

Funding Source: General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / State Aid to Libraries Grant FY21-22 / State Aid to Libraries Revenue

2) 2021 USA Cycling Florida Sports Foundation Grant: \$5,792.13 awarded by the Florida Sports Foundation to partially reimburse a Tourism Development Council (TDC) Grant for the support of the USA Cycling Road Amateur Nationals event.

Funding Source: Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / State Grant Cultural/Recreational Revenue

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

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

Funding Sources:

1) General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / State Aid to

Libraries Grant FY21-22 / State Aid to Libraries Revenue

Account - FD1000-CC1233-PRJ100384-GR010083-RC334714 Amount - \$71,255

2) Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / State Grant Cultural/Recreational Revenue

Account - FD1009-CC1233-PRJ100393-GR010084-RC334700 Amount - \$5,793

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

ATTACHMENTS:

Description

- ▢ 1) Resolution_State Aid to Libraries Grant FY21-22
- ▢ 2) Resolution_2021 USA Cycling Florida Sports Foundation Grant

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	4/11/2022 - 1:10 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/11/2022 - 1:46 PM	AnswerNotes

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the Florida Department of State, Division of Library and Information Services was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used to partially reimburse costs related to library operation and maintenance costs to provide free library services.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		\$ 130,751,655
Additions		
General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / 22-ST-07 State Aid to Libraries Grant / State Aid to Libraries	FD1000-CC1233- PRJ100384- GR010083-RC334714	\$ 71,255
Amended Total Revenue		\$ 130,822,910

APPROPRIATION

Prior Fund Total:		\$ 130,751,655
Additions		
General Fund / All Grants Organization / State Aid to Libraries Grant FY21-22 / 22-ST-07 State Aid to Libraries Grant / Library Materials	FD1000-CC1233- PRJ100384- GR010083-SC566000	\$ 71,255
Amended Total Appropriation		\$ 130,822,910

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 26th day of April, 2022.

Board of County Commissioners Clay
County, Florida

Wayne Bolla, Chairman

ATTEST:

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

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the Florida Sports Foundation was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used to partially reimburse costs related to USA Cycling Sports Event.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		\$ 5,604,375
Additions		
Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / State Grant Cultural / Recreational	FD1009-CC1233- PRJ100393- GR010084-RC334700	\$ 5,793
Amended Total Revenue		\$ 5,610,168

APPROPRIATION

Prior Fund Total:		\$ 5,604,375
Additions		
Tourism Development Fund / All Grants Organization / 2021 USA Cycling Florida Sports Foundation Grant / 2021 USA Cycling Florida Sports Foundation Grant / Product Development	FD1009-CC1233- PRJ100393- GR010084-SC580100	\$ 5,793
Amended Total Appropriation		\$ 5,610,168

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 26th day of April, 2022.

Board of County Commissioners Clay
County, Florida

Wayne Bolla, Chairman

ATTEST:

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



**FINANCE AND AUDIT COMMITTEE
MEETING AGENDA**

May 17, 2022

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

BUSINESS

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

- 1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

- 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

- 1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

- 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center

Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

6. Budget Resolutions for Grant Awards (M. Mosley)

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

1. Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

7. TDC Event Grant Requests (K. Morgan)
Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

- 1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

- 2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

- 3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of \$3,500 reimbursable marketing grant.

- 4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

COUNTY MANAGER

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or

proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee

DATE:

FROM: Karen Smith, Administrative
and Contractual Services

SUBJECT:

1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of this bid is to provide roadside right-of-way mowing services for the County's North locations. Locations are further described in Appendix A of the bid. Services include litter removal, edging, mowing and trimming.

This is the second time bidding due to lack of interest from mowing contractors. The bid was sent to 35 vendors with 1 bid received.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

Account # FD1001-CC1203-SC546100 Amount - Unit prices as needed

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

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

Hearing Type:

Initiated By:

Not applicable

ATTACHMENTS:

Description

- ▣ Memo - Rec / Appen A/ score / scope / email list
- ▣ agreement north

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	5/11/2022 - 4:37 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 4:43 PM	AnswerNotes

BID RECOMMENDATION

Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID

BIDDERS

BID TOTAL

Greenway Lawn & Landscape, LLC

\$185,260.40

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

Teresa Gardner

Public Works Director

FUNDING SOURCE: Public Works- Repairs and Maintenance

RECOMMENDATION:

Greenway Lawn & Landscape, LLC.

If only one bid is received, state reason why accepted and not re-bidding:

Public Works reviewed the cost per acreage and linear foot prices bid and believe the unit cost is fair given the current labor shortage and labor cost issues. It is also not feasible for Public Works to complete the mowing in-house in a reasonable timeframe.

BID TABULATION FORM

Bid: 21/22-36

Date: May 3, 2022

Proj: Right-of-Way Mowing (North) RE-BID

Time Open: 9:05 AM

Ad: Clay Today, April 7, 2022

Time Close: 9:07 AM

This is a generic tabulation form; all required documents will be verified prior to recommendation.

Bids to be evaluated based on criteria established in bid document

	Bidder	Bid Bond	Local Preference	Total Cost
1	Greenway Lawn & Landscape	Yes	Yes	\$185,260.40
2				
3				

*Staff will review the proposals and present a recommendation to the Finance and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in Bid document. Items above are subject to full review and evaluation of submittal.

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PRICE SHEET

(Total shall include scope of services for Right-of-Way Mowing (North) in accordance with locations and frequency listed in the bid and Appendix A)

RIGHT-OF-WAY MOWING (NORTH) (for 8 cut cycles)

ITEM	DESCRIPTION	Unit	Unit Price	Estimated Quantity	Extended Total
1	Litter Removal	Acre	20.00	1,858.08	37,161.60
2	Mowing and Trimming	Acre	45.00	1,858.08	83,613.60
3	Edging	LF	0.05	1,289,704	64,485.20

***An equipment list shall be submitted with the bid response.**

Total cost per specifications of extended totals for items 1- 3 above: \$ 185,260.40

Total Bid Written Words:

one hundred eighty-five thousand two hundred sixty + $\frac{40}{100}$

COMPANY NAME:

GreenWay Lawn & Landscape

****The County reserves the right to request a more defined schedule of values from contractors.**

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Greenway Lawn + Landscape LLC

ADDRESS: 4930 Spring Park Rd
Jacksonville, Fla 32207

TELEPHONE: 904-662-3059

FAX #: _____

E-MAIL: JDGreenwayLawns@gmail.com

Name of Person submitting Bid: JD Nixon

Title: CEO

Signature: 

Date: 4.29.22

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: JD Nixon

MAILING ADDRESS: 4930 Spring Park Rd
Jacksonville, Fla 32207

EMAIL: JDGreenwayLawns@gmail.com

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: 4.29.22 Acknowledged by: JD Nixon

Addendum No. _____ Date: 4.29.22 Acknowledged by: JD Nixon

Addendum No. _____ Date: 4.29.22 Acknowledged by: JD Nixon

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PURPOSE

Clay County is seeking services for roadside right-of-way mowing. Grass and vegetation shall be mowed with conventional mowing equipment. Use of specialized equipment or hand labor shall be required to perform work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other plant life within the area to be mowed.

SCOPE OF SERVICES

1. LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

2. AUTHORITY OF THE PROJECT MANAGER:

All work shall be done to the satisfaction of the County's Project Manager. The primary authority of the project manager shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the project manager supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

3. CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's project manager each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all roads reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Project Manager. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If on inspection by the County's Project Manager, the completed road(s) are found to be deficient, the Project Manager shall contact the contractor's superintendent and advise in

writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Project Manager that all remedial work has been completed. If the Project Manager determines that a section of the pond remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

4. MAINTENANCE OF TRAFFIC:

It shall be the contractor's responsibility to develop a traffic control plan and receive approval of the Project Manager prior to beginning work.

Traffic control shall be accomplished in accordance with the FDOT Manual on Uniform Traffic Control Devices and the FDOT Standard Plans, latest edition. No separate payment shall be made for traffic control.

Some roadway segments may have limited access. These segments may require special attention with respect to traffic control.

5. WORKSITE TRAFFIC SUPERVISOR:

The contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to always maintain traffic control and handle traffic related situations and shall insure that deficiencies in traffic control are corrected.

Failure of the contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

6. OBSTRUCTION BY OTHER WORK:

If access to work sites is obstructed by construction, the contractor shall immediately notify the Project Manager to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments for work that was deleted or delayed due to such construction.

7. **PERMITS, FEES AND NOTIFICATIONS:**

It shall be the contractor's responsibility to conduct the work in accordance with required.

8. **HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:**

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Project Manager shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Project Manager.

9. **RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:**

The contractor shall use due care to avoid damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the County's right-of-way or easements. The project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

Except for streetlights, traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at their expense. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner may be repaired by the County with all incurred costs deducted from the contractor's billing.

Damaged streetlights and traffic items shall be repaired by the County at the current total cost of materials, labor, and equipment. Such total costs shall be deducted from moneys due to the contractor for work completed.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

10. **PROVISIONS FOR CONVENIENCE OF PUBLIC:**

The contractor shall schedule operations to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

11. WORK HOURS:

In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit visibility to less than 500 feet. No work shall be permitted on Sundays or County Holidays without prior written permission of the Project Manager.

12. SUSPENSION OF WORK:

The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, special events and other situations that may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work shall be ordered in writing explaining the reasons for the suspension. Normal operations shall resume as directed by the Project Manager. No additional compensation shall be applicable for delay.

13. ASSIGNMENT OF WORK TO OTHERS:

If the Project Manager determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

14. LIMITS OF PROJECT:

Work shall be performed only in County right-of-way or easements. The roadside right-of-way mowing locations are defined in Appendix A. The work consists of furnishing all labor and equipment and performing all operations necessary for grass mowing, grass trimming, edging, and litter removal within County right-of-way and easements, including sloped banks, grassed and landscaped roadsides. Care shall be taken so as not to disturb any private property.

The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason.

If the County identifies additional services and/or sites that are not covered under the original Agreement, such additional services may be made a part of this Agreement by a written Amendment.

15. SEQUENCE OF WORK:

The roadside rights-of-ways scheduled for mowing are listed in Appendix A. The contractor shall present as a project submittal a proposed schedule of operations to complete the proposed work within each allotted cycle and in accordance with the bid requirements. A two-week look ahead schedule shall be provided to the Project Manager on the 1st and 3rd week of each month. The two-week look ahead shall describe where each

crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all work within the specified times and frequencies.

Cycle dates and the interim between cycles cannot be changed without the written consent of the Project Manager. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the Project Manager and shall require the Project Manager's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

- (1) Litter patrol and/or roadside litter removal.
- (2) Mowing.
- (3) Trimming.
- (4) Edging (highlighted with * in Appendix A).
- (5) Removing grass and debris on roadways, sidewalks and curb and gutter as applicable.
- (6) Quality Control Inspection by contractor.
- (7) Work complete report to Project Manager.

Note: For each road segment listed in Appendix A, work items numbered 1-6 shall be started and completed within a maximum of two (2) working days.

16. SCHEDULE OF WORK:

The work specified in these Contract Documents for the roadsides described in Appendix A, shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used.

<u>Cut No.</u>	<u>Beginning Date</u>	<u>Completion Date</u>
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

*The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date. Anticipated first year start date is June 1.

17. LIQUIDATED DAMAGES:

The contractor shall pay to the County liquidated damages in the amount of fifty dollars (\$50.00) per workday for failure to complete the Contract work by the completion date specified above on each cut.

As an alternative, the County reserves the right to deduct unfinished work on any cut, which has fallen behind schedule. In such case, the County may assign the unfurnished work to another contractor or County forces. The contractor shall be held liable for any additional cost resulting from the assignment of unfinished work. Remedial work, which may be called for by the Project Manager for failure to adequately perform the work, and rain days shall not be considered justifiable cause for time extensions.

Allowing the contractor to continue to work, or any part of it, to completion, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due.

No liquidated damages shall be imposed for delays caused by the County.

18. **REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:**

If any defined action, duty or service, or part thereof, assigned is not performed by the contractor, the value of such action, duty or service, or part thereof, shall be determined and deducted from any invoice claiming such items for payment. If any action, duty or service, or part thereof, has been completed but is determined by the Project Manager to be unsatisfactory, the contractor shall be so notified and given an appropriate amount of time to correct the deficiency. The County shall withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

19. **QUANTITIES:**

Actual reimbursement to the contractor shall be based on the Unit Prices established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Project Manager during the actual cut cycle.

20. **QUALIFICATION OF PERSONNEL:**

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

21. **LIMITATION OF OPERATION:**

All moving equipment shall be operated in the same direction as the flow of vehicular traffic when being operated within ten feet (10') of any travel way. Exceptions shall be made only when the work site is protected by flaggers and warning devices in accordance with the FDOT MUTCD.

The contractor shall plan operations to minimize bridge crossings. When it is necessary for equipment to cross bridges, extreme care shall be taken using shoulder areas when present.

When crossing travel ways, the crossing shall be accomplished at a predetermined site that allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow approaching vehicles to pass. Traffic crossings shall be kept to a minimum.

No equipment shall be left overnight within the County's right-of-way or easement without permission from the Project Manager. Parking equipment in the medians shall not be permitted.

All service and supply operations shall be conducted at locations that shall not interfere with vehicular or pedestrian traffic and shall be outside the clear zone. Service vehicles shall be allowed in work areas only to repair or remove equipment, which has become inoperable.

22. SAFETY:

All vehicular equipment including riding mowers shall be equipped with safety devices and provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. All employees shall wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) while performing work on this project.

These requirements are to be considered as minimum and the adherence to them shall in no way relieve the contractor of the responsibility of ensuring the safety of employees and the public.

No separate payment shall be made for safety equipment and/or devices.

23. TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Project Manager determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Project Manager.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Project Manager if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

The equipment used by the contractor shall be in good repair and shall be maintained to always produce a clean, sharp cut and a uniform distribution of the cuttings. The mowers shall be adjustable to produce a cut no higher than three-inches (3"). Mower blades shall be sharpened.

Equipment shall be required to adequately cut grass on overpasses, ditch banks, ditch bottoms and areas beyond the ditch banks within the right-of-way. Areas for which cutting, and trimming is required are not restricted to only those areas of tractor access. If a ditch bottom is too wet for tractor access (excluding those with standing water more than two inches (2") deep or if an area such as a ditch bank or area beyond the ditch bank is not accessible by tractor, some other means of mowing shall be provided, such as an articulated arm mower, manual trimming, etc. Lack of suitable equipment on the site shall not be considered as a reason for not mowing an area. At no time shall equipment failure be deemed a reason for delay in work production.

The contractor shall be required to maintain as part of their inventory "front deck mowers" for narrow/small areas. This equipment shall be part of the "list of all equipment" required below.

24. MOWING:

24.01 DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated roadside areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

Grass clippings shall be cleared from sidewalks, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess shall be removed immediately.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

24.02 WIDTH OF CUT

The width of cut for all roads described in Appendix A shall be from right-of-way line to right-of-way line, including ditches, swales, and backslopes and medians for each road. The acreage for each site accounts for areas not to be cut (wooded areas, areas of ornamental shrubbery, asphalt pavement, sidewalks, etc.). Right-of-way or easement location shall be subject to concurrence of the Project Manager. The number of acres to be completed may vary per cycle when wildflowers are in bloom or are reseeding.

For roads where fence lines are located on the right-of-way line, mowing shall be accomplished within six inches (6") of the fence. Care shall be taken to avoid damage to the fences.

24.03 HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). This includes the remaining trunk or stub of trees (2" diameter or less) and shrubs, which are to be cut. At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

24.04 REMOVAL OF SMALL TREES AND SHRUBS

Small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground shall be either removed from the job site or consumed by the mowing operation.

Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the contractor's responsibility. Vegetation covered by this Section shall consist of all grass, part grass and part weed growth, or all weed growth, and all overhanging vine growth within the area to be mowed; vegetation may be dead or alive. All such material removed shall be disposed of at an appropriate landfill with payment incidental to the applicable item. However, when large trees, limbs and/or branches are encountered on site, the contractor shall notify the Project Manager to arrange for their removal. Mowing and trimming shall continue around such objects until they are removed.

No separate payment shall be made for collecting and removing any such small trees and/or shrubs from the job site.

24.05 REMOVAL OF LITTER AND LARGE DEBRIS

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn, ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

Litter and/or debris shall consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the right-of-way or easement. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the cut area.

Any tires or white goods including, but not limited to, refrigerators, stoves, microwave ovens and air conditioners shall be reported to the Project Manager immediately upon their encounter. The Project Manager shall arrange for pickup by others.

Payment for this work shall be made at the respective Unit Price established in the Proposal for "Litter Removal".

The contractor shall notify the Project Manager of any dead animals encountered. The Project Manager shall be informed of the animal's location. The contractor shall not be responsible for the transport or disposal of dead animals.

25. TRIM WORK (WEEDWHACKING/EDGING):

25.01 DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed. Roads, with sidewalks or trails, requiring edging are highlighted with an asterisk (*) in Appendix A. Edging shall be paid for each road segment by the linear footage shown in Appendix A and measured per cut cycle.

25.02 SCHEDULE

The schedule for trim work shall be the same as that established for mowing and shall be accomplished concurrently with the mowing operations. The trim work may be performed before or after the mowing operations, but the time between litter pickup and reporting completion of all work at a location as described on the work complete report shall not exceed two (2) days.

25.03 DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

25.04 HEIGHT OF CUT

The height of cut for grass and vegetation, which is to be trimmed, shall be no higher than three-inches (3"). At no time shall the trimmers cut grass and/or vegetation low enough to damage the root system of the vegetation being trimmed.

26. PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective Unit Prices established in the bid document not later than 45 days from receipt of proper invoice. Each Unit Price shall include all labor, materials, tools, and equipment necessary to accomplish the work called for.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

31. PAYMENT REQUESTS:

The contractor shall invoice the County monthly. The contractor may request payment only after each required cut cycle is completed and accepted in its entirety.

32. PARTIAL PAYMENTS:

Partial payment shall mean payment for work performed on a portion of an individual site or a portion of the sites during any cycle. Except as noted below, no payment shall be made for individual sites until all the sites on the current cycle have been mowed, trimmed, and edged and all litter, debris and clippings removed and disposed of in accordance with the requirements of this bid.

Partial Payment, as defined above, shall be made only when the contractor cannot perform all the work called for due to circumstances beyond its control. The contractor shall notify the Project Manager immediately upon encountering such circumstances to allow for remedial action and/or approval of partial payment.

33. TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

34. ADDITIONAL SERVICES AND FEES:

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

35. PERFORMANCE EVALUATION:

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

Vendor List:

cecotech@netzero.com
johnny@johnnysturf.com
flcutclean@yahoo.com
office@janddmaintenance.com
jamie.garrison@beardequipment.com
daniel@duvallandscape.com
jdgreenwaylawns@gmail.com
hedgehoglawn@ymail.com
adriana@challengeenterprises.org
kawboy32x@gmail.com
lakearealawnservice@msn.com
adriana@challengeenterprises.org
sandendeavors@gmail.com
soup2508@aol.com
premierpreservationsllc@yahoo.com
frangodango@gmail.com
david@dmkoehnlandscaping.com
jtrcontractingsvc@gmail.com
propertygroomers@yahoo.com
jvalle.vallellc@gmail.com
lpalmer@tribond.net
cngreen1118@gmail.com
marty@mteconstruction.com
904pps@gmail.com
donniebriggs@comcast.net
whitenerstractor@gmail.com
cammay.thomas@gmail.com
thomas.egan@ferrovialservices.com
info@iomlawncare.com
jdgreenwaylawns@gmail.com
bryanslandscapingservices@gmail.com
king@janddmaintenance.com
lakearealawnservice@msn.com
northfloridadock@gmail.com
bandmconstruction@att.net

Clay County Agreement/Contract No. 2021/2022 – _____

AGREEMENT FOR RIGHT-OF-WAY MOWING (NORTH)

This Agreement for Right-of-Way Mowing (North) (“Agreement”) is entered into this _____ day of May, 2022 by and between Greenway Lawn and Landscape LLC, a Florida Limited Liability Company, aka Greenway Lawncare (“Contractor”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Bid, Bid No. 21/22-36, Re-Bid (“Bid”), to engage a contractor to provide mowing, trimming, edging, and litter debris removal within Clay County’s roadside right-of-way and easements located in the County’s north locations; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services (“Contractor’s Response”); and

WHEREAS, the County evaluated the proposals submitted, and the County selected the Contractor as the lowest responsive, responsible qualified contractor; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all specifications and attachments incorporated into the Bid and the Contractor’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

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

SECTION 1. SERVICES

1.1. The Contractor shall furnish all supervision, materials, equipment, tools, transportation and supplies and perform all labor, services, and operations necessary for mowing, trimming, edging, and litter debris removal within Clay County’s right-of-way and easements, including sloped banks, grassed and landscaped roadsides as set forth in the Bid Scope of Services attached hereto as **Attachment A** and incorporated herein by reference (the “Services”).

1.2. The Services shall be performed in County right-of-way or easements at the north roadside locations identified in Appendix A to the Bid attached hereto as **Attachment B** and incorporated herein by reference.

1.3. The Contractor shall provide Services at the designated roadside locations in accordance with the following cutting cycles:

Cut Number	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

The general sequence of Services to be performed by the Contractor under each cutting cycle shall be as follows:

1. Litter patrol and/or roadside litter removal
2. Mowing
3. Trimming
4. Edging (notated with * in **Attachment B**)
5. Removing grass and debris on roadways, sidewalks and curb and gutter as applicable
6. Quality Control Inspection by Contractor
7. Services complete report to the Project Manager

1.4. The Contractor shall provide to the Project Manager a two-week look ahead schedule on the 1st and 3rd week of each month. The two-week look ahead shall describe the location(s) where each crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all Services within the specified times and frequencies. It shall be the responsibility of the Contractor to update the schedule as needed and provide all updated schedule(s) to the Project Manager. The Contractor's failure to comply with the schedule may result in termination of the Agreement by the County.

1.5. In providing the Services, the Contractor shall:

1. Perform the Services in accordance with the County's specifications, standards, and requirements as set forth in **Attachment A**.
2. Be familiar with the Services, locations, schedule, and the conditions under which the Services are to be completed.
3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

1.6. In entering into this Agreement, the Contractor represents that it now has or will secure all personnel and equipment required to perform all Services under this Agreement. The Contractor shall provide to the Project Manager a list of equipment that will be used by the Contractor to perform the Services. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Services.

1.7. For purposes of this Agreement, the County's Project Manager shall be Jeff Smith, Deputy Director of Operations for the County or as designated by the County's Public Works Director. All Services shall be performed to the satisfaction of the Project Manager in accordance with this Agreement.

1.8. The Contractor shall designate a Superintendent who shall serve as the single point of contact. The Superintendent shall be the Contractor's liaison with the County for all communication pertaining to this Agreement and shall be readily available via telephone and/or e-mail. The Superintendent shall notify the Project Manager each workday before 8:00 a.m. of the location(s) where crews shall be working for that date, confirm locations and/or areas worked/completed the day before, and list any items of possible concern. The Superintendent shall be responsible for inspecting and verifying that all locations reported as being complete are complete and meet the quality standards set forth in **Attachment A**.

1.9. If on inspection by the County's Project Manager, the completed location(s) are found to be deficient, the Project Manager shall contact the Superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor's Superintendent shall notify the Project Manager that all Remedial Services have been completed. If the Project Manager determines that a section of the road remains deficient following the Remedial Services, the Contractor shall be issued a second written statement of observed deficiencies and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.10. If the Project Manager determines that the Contractor has fallen behind the schedule by two (2) weeks or more, the County reserves the right to assign unfinished Services to another mowing contractor or County forces. The Contractor shall not be due any compensation for any Services performed by another contractor or County forces and shall be held liable for any costs resulting from the assignment of any unfinished Services. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.11. The parties agree that the County shall retain the absolute right to eliminate any or all Services associated with the Agreement without penalty or liability for any claims for anticipated

overhead or profits. The County also reserves the right to modify the schedule or Services and suspend or cancel Services, in whole or in part, for any reason. Additionally, the County reserves the right to add, delete, or modify locations as necessary at the County's discretion.

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

1.13. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.14. The County may conduct performance evaluations at any time during the term of this Agreement to ensure compliance with the Agreement.

SECTION 2. ADDITIONAL SERVICES AND FEES

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

SECTION 3. TERM

3.1. The term shall begin on June 1, 2022 and shall remain in effect for a period of twenty-four months through May 31, 2024, unless otherwise terminated as provided herein. The County reserves the option to renew the Agreement for two (2) additional twelve month periods, each a "renewal term", upon subsequent written agreement of the parties.

SECTION 4. PAYMENT FOR SERVICES

4.1. Payments will be made by the County to the Contractor only for actual quantities of Services performed by the Contractor and accepted by the County at the unit prices set forth in the Price Sheet attached hereto as **Attachment C** and incorporated herein by reference upon presentation of an Invoice submitted to the County in accordance with Section 5.

4.2. The unit prices in **Attachment C** shall include the Services performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor's performance of the Services.

4.3. If any Service is not performed by the Contractor, the value of such Service, shall be determined and deducted from any Invoice claiming such items for payment. The County shall withhold payment for unsatisfactory or deficient Services until such time as the Services are determined to be acceptable by the Project Manager.

4.4. No increases in the unit prices reflected in **Attachment C** are permitted during the initial twenty-four month term. Thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager no later than ninety (90) days prior to the end of the initial term and any renewal term thereafter. The written notice must identify the requested adjustments to the unit prices and the reasons for the adjustments. The County and the Contractor may then enter into negotiations to address the requested adjustments. If the Contractor fails to timely provide written notice along with supporting documentation for the adjustment and/or the County determines that the requested adjustment is excessive, the County may refuse to accept the requested adjustment and may refuse to enter into a renewal term. Any agreed to adjustments to the unit prices during a renewal term shall be made a part of this Agreement by a written amendment.

SECTION 5. PAYMENT PROCEDURES

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

5.2. The payment for Services by the County shall be based on Invoices submitted by the Contractor to the Paying Agent no more than once per month upon completion of a cutting cycle that has been accepted by the County. Except as provided for in **Attachment A** under partial payments, no payment shall be made for individual locations until all the locations on the current cutting cycle have been completed.

5.3. Invoices shall be signed by the Contractor and include the following information and items:

1. The Contractor’s name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County.
4. The period of the Services covered by the Invoice.
5. Identify the cutting cycle along with the locations serviced, the actual date of Service, and description of Services provided.
6. The total amount of payment requested along with unit price and actual quantity of Services provided.

7. Any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

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

5.5. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or the Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or the Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Contractor's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

5.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials with respect to their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractors", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

SECTION 6. DEFAULT AND TERMINATION

6.1. Default. If the Contractor fails to satisfactorily perform any provision of this Agreement, fails to comply with the County's standards and requirements set forth in **Attachment A**, fails to perform on time and comply with the schedule, fails to use proper tools or equipment to perform the Services, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor 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 Agreement for cause.

6.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

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

6.4. Unless directed differently in the Notice of Termination, the Contractor, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the

Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

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

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

6.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 7. LIQUIDATED DAMAGES

7.1. The Contractor must adhere to the cutting cycles (as they may be revised upon written consent of the Project Manager). In the event the Services are not fully completed at each location by the Completion Date for each cutting cycle, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

7.2. The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services at each location by the Completion Date for each cutting cycle in accordance with this Agreement. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services by the Completion Date for each cutting cycle, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public works project that will benefit the public and enhance the delivery of valuable services to the public.

7.3. Should the Contractor fail to complete the Services by the Completion Date for each cutting cycle in accordance with this Agreement, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **\$50.00** per workday for each and every day after the Completion Date for each cutting cycle until final completion is achieved for all location(s). This liquidated damages

provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The Completion Date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding. Remedial Services, which may be called for by the Project Manager for failure to adequately perform the Services and rain days shall not be considered justifiable cause for time extensions or tolling of the time to complete the Services. As an alternative, the County reserves the right to assign Services and deduct unfinished Services and hold the Contractor liable for any costs resulting from the assignment of any unfinished Services in accordance with provision 1.10.

7.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

7.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

7.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or

omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and 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.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. INSURANCE

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

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add "**Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear**" as "**Additional Insured.**" The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide

thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. PRESERVATION OF PROPERTY AND FAILURE TO RESTORE DAMAGED PROPERTY

10.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials.

10.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, shrubbery, and irrigation systems along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. This applies to both private and public property and all utilities that may exist in the Service area or vicinity. Whenever such property is damaged as a result from the performance of the Services, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

10.3. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the Contractor's expense. Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 11. AUTHORITY TO SUSPEND SERVICES

11.1. The Project Manager shall have the authority to suspend Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, special events, or other conditions which are considered unfavorable for the prosecution of the Services. The Services shall resume as directed by the Project Manager. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. TAXES

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

SECTION 13. APPROPRIATED FUNDS

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

SECTION 14. PUBLIC RECORDS

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

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request

from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 15. AUDIT

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

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION

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

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 17. PUBLIC ENTITIES CRIMES

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

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

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

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

SECTION 18. SUSPENSION AND DEBARMENT

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

SECTION 19. NOTICE

19.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Greenway Lawn and Landscape LLC
aka Greenway Lawncare
4930 Spring Park Road
Jacksonville, FL 32207
Attention: JD Nixon

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Teresa Gardner, Public Works
Director and Jeff Smith, Project Manager

SECTION 20. SUBCONTRACTORS

20.1. Subcontractors may be utilized by the Contractor. The Contractor shall provide the names of all subcontractors performing any Services under this Agreement to the Project Manager. Any subcontractor utilized by Contractor, shall be supervised and compensated by Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 21. INDEPENDENT CONTRACTOR

21.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 22. NO ASSIGNMENT

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

SECTION 23. NO THIRD-PARTY BENEFICIARIES

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

SECTION 24. CONFLICT OF INTEREST

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

SECTION 25. AMENDMENT OR MODIFICATION OF AGREEMENT

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

SECTION 26. FURTHER ASSURANCES

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

SECTION 27. REMEDIES

27.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 28. GOVERNING LAW AND VENUE

28.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 29. ATTORNEYS' FEES

29.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 30. WAIVER

30.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 31. SEVERABILITY

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

SECTION 32. HEADINGS

32.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 33. COUNTERPARTS

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

SECTION 34. AUTHORITY

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**Greenway Lawn and Landscape LLC
aka Greenway Lawncare**

By: _____

Print Name: _____

Print Title: _____

**Clay County, a political subdivision of the
State of Florida**

By: _____

Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\Public Works\Mowing - Right-of-Way North.doc

ATTACHMENT A

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PURPOSE

Clay County is seeking services for roadside right-of-way mowing. Grass and vegetation shall be mowed with conventional mowing equipment. Use of specialized equipment or hand labor shall be required to perform work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other plant life within the area to be mowed.

SCOPE OF SERVICES

1. **LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:**

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

2. **AUTHORITY OF THE PROJECT MANAGER:**

All work shall be done to the satisfaction of the County's Project Manager. The primary authority of the project manager shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the project manager supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

3. **CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:**

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's project manager each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all roads reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Project Manager. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If on inspection by the County's Project Manager, the completed road(s) are found to be deficient, the Project Manager shall contact the contractor's superintendent and advise in

writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Project Manager that all remedial work has been completed. If the Project Manager determines that a section of the pond remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

4. MAINTENANCE OF TRAFFIC:

It shall be the contractor's responsibility to develop a traffic control plan and receive approval of the Project Manager prior to beginning work.

Traffic control shall be accomplished in accordance with the FDOT Manual on Uniform Traffic Control Devices and the FDOT Standard Plans, latest edition. No separate payment shall be made for traffic control.

Some roadway segments may have limited access. These segments may require special attention with respect to traffic control.

5. WORKSITE TRAFFIC SUPERVISOR:

The contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to always maintain traffic control and handle traffic related situations and shall insure that deficiencies in traffic control are corrected.

Failure of the contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

6. OBSTRUCTION BY OTHER WORK:

If access to work sites is obstructed by construction, the contractor shall immediately notify the Project Manager to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments for work that was deleted or delayed due to such construction.

7. **PERMITS, FEES AND NOTIFICATIONS:**

It shall be the contractor's responsibility to conduct the work in accordance with required.

8. **HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:**

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Project Manager shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Project Manager.

9. **RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:**

The contractor shall use due care to avoid damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the County's right-of-way or easements. The project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

Except for streetlights, traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at their expense. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner may be repaired by the County with all incurred costs deducted from the contractor's billing.

Damaged streetlights and traffic items shall be repaired by the County at the current total cost of materials, labor, and equipment. Such total costs shall be deducted from moneys due to the contractor for work completed.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

10. **PROVISIONS FOR CONVENIENCE OF PUBLIC:**

The contractor shall schedule operations to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

11. WORK HOURS:

In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit visibility to less than 500 feet. No work shall be permitted on Sundays or County Holidays without prior written permission of the Project Manager.

12. SUSPENSION OF WORK:

The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, special events and other situations that may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work shall be ordered in writing explaining the reasons for the suspension. Normal operations shall resume as directed by the Project Manager. No additional compensation shall be applicable for delay.

13. ASSIGNMENT OF WORK TO OTHERS:

If the Project Manager determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

14. LIMITS OF PROJECT:

Work shall be performed only in County right-of-way or easements. The roadside right-of-way mowing locations are defined in Appendix A. The work consists of furnishing all labor and equipment and performing all operations necessary for grass mowing, grass trimming, edging, and litter removal within County right-of-way and easements, including sloped banks, grassed and landscaped roadsides. Care shall be taken so as not to disturb any private property.

The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason.

If the County identifies additional services and/or sites that are not covered under the original Agreement, such additional services may be made a part of this Agreement by a written Amendment.

15. SEQUENCE OF WORK:

The roadside rights-of-ways scheduled for mowing are listed in Appendix A. The contractor shall present as a project submittal a proposed schedule of operations to complete the proposed work within each allotted cycle and in accordance with the bid requirements. A two-week look ahead schedule shall be provided to the Project Manager on the 1st and 3rd week of each month. The two-week look ahead shall describe where each

crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all work within the specified times and frequencies.

Cycle dates and the interim between cycles cannot be changed without the written consent of the Project Manager. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the Project Manager and shall require the Project Manager's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

- (1) Litter patrol and/or roadside litter removal.
- (2) Mowing.
- (3) Trimming.
- (4) Edging (highlighted with * in Appendix A).
- (5) Removing grass and debris on roadways, sidewalks and curb and gutter as applicable.
- (6) Quality Control Inspection by contractor.
- (7) Work complete report to Project Manager.

Note: For each road segment listed in Appendix A, work items numbered 1-6 shall be started and completed within a maximum of two (2) working days.

16. SCHEDULE OF WORK:

The work specified in these Contract Documents for the roadsides described in Appendix A, shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used.

<u>Cut No.</u>	<u>Beginning Date</u>	<u>Completion Date</u>
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

*The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date. Anticipated first year start date is June 1.

17. LIQUIDATED DAMAGES:

The contractor shall pay to the County liquidated damages in the amount of fifty dollars (\$50.00) per workday for failure to complete the Contract work by the completion date specified above on each cut.

As an alternative, the County reserves the right to deduct unfinished work on any cut, which has fallen behind schedule. In such case, the County may assign the unfurnished work to another contractor or County forces. The contractor shall be held liable for any additional cost resulting from the assignment of unfinished work. Remedial work, which may be called for by the Project Manager for failure to adequately perform the work, and rain days shall not be considered justifiable cause for time extensions.

Allowing the contractor to continue to work, or any part of it, to completion, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due.

No liquidated damages shall be imposed for delays caused by the County.

18. **REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:**

If any defined action, duty or service, or part thereof, assigned is not performed by the contractor, the value of such action, duty or service, or part thereof, shall be determined and deducted from any invoice claiming such items for payment. If any action, duty or service, or part thereof, has been completed but is determined by the Project Manager to be unsatisfactory, the contractor shall be so notified and given an appropriate amount of time to correct the deficiency. The County shall withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

19. **QUANTITIES:**

Actual reimbursement to the contractor shall be based on the Unit Prices established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Project Manager during the actual cut cycle.

20. **QUALIFICATION OF PERSONNEL:**

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

21. **LIMITATION OF OPERATION:**

All moving equipment shall be operated in the same direction as the flow of vehicular traffic when being operated within ten feet (10') of any travel way. Exceptions shall be made only when the work site is protected by flaggers and warning devices in accordance with the FDOT MUTCD.

The contractor shall plan operations to minimize bridge crossings. When it is necessary for equipment to cross bridges, extreme care shall be taken using shoulder areas when present.

When crossing travel ways, the crossing shall be accomplished at a predetermined site that allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow approaching vehicles to pass. Traffic crossings shall be kept to a minimum.

No equipment shall be left overnight within the County's right-of-way or easement without permission from the Project Manager. Parking equipment in the medians shall not be permitted.

All service and supply operations shall be conducted at locations that shall not interfere with vehicular or pedestrian traffic and shall be outside the clear zone. Service vehicles shall be allowed in work areas only to repair or remove equipment, which has become inoperable.

22. SAFETY:

All vehicular equipment including riding mowers shall be equipped with safety devices and provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. All employees shall wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) while performing work on this project.

These requirements are to be considered as minimum and the adherence to them shall in no way relieve the contractor of the responsibility of ensuring the safety of employees and the public.

No separate payment shall be made for safety equipment and/or devices.

23. TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Project Manager determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Project Manager.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Project Manager if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

The equipment used by the contractor shall be in good repair and shall be maintained to always produce a clean, sharp cut and a uniform distribution of the cuttings. The mowers shall be adjustable to produce a cut no higher than three-inches (3"). Mower blades shall be sharpened.

Equipment shall be required to adequately cut grass on overpasses, ditch banks, ditch bottoms and areas beyond the ditch banks within the right-of-way. Areas for which cutting, and trimming is required are not restricted to only those areas of tractor access. If a ditch bottom is too wet for tractor access (excluding those with standing water more than two inches (2") deep or if an area such as a ditch bank or area beyond the ditch bank is not accessible by tractor, some other means of mowing shall be provided, such as an articulated arm mower, manual trimming, etc. Lack of suitable equipment on the site shall not be considered as a reason for not mowing an area. At no time shall equipment failure be deemed a reason for delay in work production.

The contractor shall be required to maintain as part of their inventory "front deck mowers" for narrow/small areas. This equipment shall be part of the "list of all equipment" required below.

24. MOWING:

24.01 DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated roadside areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

Grass clippings shall be cleared from sidewalks, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess shall be removed immediately.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

24.02 WIDTH OF CUT

The width of cut for all roads described in Appendix A shall be from right-of-way line to right-of-way line, including ditches, swales, and backslopes and medians for each road. The acreage for each site accounts for areas not to be cut (wooded areas, areas of ornamental shrubbery, asphalt pavement, sidewalks, etc.). Right-of-way or easement location shall be subject to concurrence of the Project Manager. The number of acres to be completed may vary per cycle when wildflowers are in bloom or are reseeding.

For roads where fence lines are located on the right-of-way line, mowing shall be accomplished within six inches (6") of the fence. Care shall be taken to avoid damage to the fences.

24.03 HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). This includes the remaining trunk or stub of trees (2" diameter or less) and shrubs, which are to be cut. At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

24.04 REMOVAL OF SMALL TREES AND SHRUBS

Small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground shall be either removed from the job site or consumed by the mowing operation.

Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the contractor's responsibility. Vegetation covered by this Section shall consist of all grass, part grass and part weed growth, or all weed growth, and all overhanging vine growth within the area to be mowed; vegetation may be dead or alive. All such material removed shall be disposed of at an appropriate landfill with payment incidental to the applicable item. However, when large trees, limbs and/or branches are encountered on site, the contractor shall notify the Project Manager to arrange for their removal. Mowing and trimming shall continue around such objects until they are removed.

No separate payment shall be made for collecting and removing any such small trees and/or shrubs from the job site.

24.05 REMOVAL OF LITTER AND LARGE DEBRIS

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn, ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

Litter and/or debris shall consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the right-of-way or easement. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the cut area.

Any tires or white goods including, but not limited to, refrigerators, stoves, microwave ovens and air conditioners shall be reported to the Project Manager immediately upon their encounter. The Project Manager shall arrange for pickup by others.

Payment for this work shall be made at the respective Unit Price established in the Proposal for "Litter Removal".

The contractor shall notify the Project Manager of any dead animals encountered. The Project Manager shall be informed of the animal's location. The contractor shall not be responsible for the transport or disposal of dead animals.

25. TRIM WORK (WEEDWHACKING/EDGING):

25.01 DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed. Roads, with sidewalks or trails, requiring edging are highlighted with an asterisk (*) in Appendix A. Edging shall be paid for each road segment by the linear footage shown in Appendix A and measured per cut cycle.

25.02 SCHEDULE

The schedule for trim work shall be the same as that established for mowing and shall be accomplished concurrently with the mowing operations. The trim work may be performed before or after the mowing operations, but the time between litter pickup and reporting completion of all work at a location as described on the work complete report shall not exceed two (2) days.

25.03 DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

25.04 HEIGHT OF CUT

The height of cut for grass and vegetation, which is to be trimmed, shall be no higher than three-inches (3"). At no time shall the trimmers cut grass and/or vegetation low enough to damage the root system of the vegetation being trimmed.

26. PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective Unit Prices established in the bid document not later than 45 days from receipt of proper invoice. Each Unit Price shall include all labor, materials, tools, and equipment necessary to accomplish the work called for.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

31. PAYMENT REQUESTS:

The contractor shall invoice the County monthly. The contractor may request payment only after each required cut cycle is completed and accepted in its entirety.

32. PARTIAL PAYMENTS:

Partial payment shall mean payment for work performed on a portion of an individual site or a portion of the sites during any cycle. Except as noted below, no payment shall be made for individual sites until all the sites on the current cycle have been mowed, trimmed, and edged and all litter, debris and clippings removed and disposed of in accordance with the requirements of this bid.

Partial Payment, as defined above, shall be made only when the contractor cannot perform all the work called for due to circumstances beyond its control. The contractor shall notify the Project Manager immediately upon encountering such circumstances to allow for remedial action and/or approval of partial payment.

33. TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

34. ADDITIONAL SERVICES AND FEES:

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

35. PERFORMANCE EVALUATION:

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

ATTACHMENT B

APPENDIX A RIGHT-OF-WAY MOWING (NORTH)

ROAD	START	FINISH	LENGTH	LENGTH LEFT	LENGTH RIGHT	ACRES
PEORIA DR*	COLLEGE DR	R/R TRACKS	3,616	30	30	4.98
DOCTORS LAKE DR*	PEORIA RD	COUNTY LINE	18,657	17.5	17.5	14.98
MOODY AVE*	PEORIA RD	COUNTY LINE	19,200	20	20	17.63
CHALLENGER DR *	OLD JENNINGS	BRANNAN OAKS DRIVE	10,900	0	50	12.51
CHALLENGER DR *	OAK LEAF LN	KINDLEWOOD DR	4,010	0	40	3.68
CHALLENGER DR *	KINDLEWOOD DR	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	1,940		15	0.67
CHALLENGER DR	OLD JENNINGS	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	16,850	21	0	8.12
KINDLEWOOD DR	CHALLENGER DR	END OF MAINTENANCE	3,650	21	21	3.52
TRAIL RIDGE RD*	DISCOVERY DR	TYNES BLVD	4,928	17	18	3.95
DISCOVERY DR *	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	0	23	7.93
DISCOVERY DR	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	21	0	7.24
OLD JENNINGS RD	LIVE OAK	CHALLENGER DR	16,558	24	26	19.00
TYNES BLVD*	OLD JENNINGS	PINE RIDGE COMMUNITY ENTRANCE	2,200	25	42	3.03
LONG BAY RD	BLANDING BLVD (SR21)	OLD JENNINGS RD	13,300	24	21	13.78
CR 220B	LONG BAY RD	BLANDING BLVD (SR21)	2,200	25	25	2.58
OLD JENNINGS RD*	CHALLENGER	SR 21 (BLANDING BLVD)	4,680	12	14	2.79
HENLEY RD*	CR 220	BLANDING BLVD	7,590	10	13.5	4.09
CR 220	BAXLEY RD	HENLEY RD	6,730	27	38	10.04
BAXLEY RD	CR 220	BLANDING BLVD (SR21)	2,580	17	30	2.78
CR 220	BLANDING BLVD (SR21)	BAXLEY RD	9,735	30	42	16.09
CR 220	HENLEY RD	LITTLE BLACK CREEK BRIDGE	3,940	35	28	5.70
CR 220*	LITTLE BLACK CREEK BRIDGE	KNIGHT BOXX RD	1,790	20	20	1.64
KNIGHT BOXX*	CR220	BLANDING BLVD	6,185	14	18	4.54
WASHINGTON AVE*	CLEVELAND AVE	POND 22	8,500	7.5	7.5	2.93
CLEVELAND AVE*	WASHINGTON AVE	BLANDING BLVD	4,000	12	12	2.20
HENLEY RD*	BLACK CREEK BRIDGE	CR220	5,170	13	13	3.08
HENLEY RD/ RIO BLANCA*	CR209	BYRON RD	910	30	38	1.42
HENLEY RD*	SANDRIDGE RD	CR209	11,830	20	21	11.11
HENLEY RD*	CR 218	SANDRIDGE RD	5,882	15	11	3.51
CR 315A	CR 315	SR 16	5,950	25	25	6.83
HIBERNIA RD*	US17	PINE AVE	2,200	24	30	2.73
PINE AVE*	HIBERNIA	US17/ RAGGETY POINT	21,000	28	26	26.03
BALD EAGLE DR*	US17	PINE AVE	1,000	25	25	1.15

TOTAL LF-ROW-EDGING		161,213
TOTAL ACRES-ROW-LITTER		232.26
TOTAL ACRES-ROW-MOW		232.26

* Linear Footage (Area) to be Edged Item 3 Price Sheet

ATTACHMENT C

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PRICE SHEET

(Total shall include scope of services for Right-of-Way Mowing (North) in accordance with locations and frequency listed in the bid and Appendix A)

RIGHT-OF-WAY MOWING (NORTH) (for 8 cut cycles)

ITEM	DESCRIPTION	Unit	Unit Price	Estimated Quantity	Extended Total
1	Litter Removal	Acre	20.00	1,858.08	37,161.60
2	Mowing and Trimming	Acre	45.00	1,858.08	83,613.60
3	Edging	LF	0.05	1,289,704	64,485.20

***An equipment list shall be submitted with the bid response.**

Total cost per specifications of extended totals for items 1- 3 above: \$ 185,260.40

Total Bid Written Words:

one hundred eighty-five thousand two hundred sixty + $\frac{40}{100}$

COMPANY NAME:

GreenWay Lawn & Landscape

****The County reserves the right to request a more defined schedule of values from contractors.**

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee

DATE:

FROM: Karen Smith, Administrative
and Contractual Services

SUBJECT:

1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of this bid is to provide roadside right-of-way mowing services for the County's South locations.

The bid was sent to 35 vendors with 1 bid received.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

Account # FD1001-CC1203-SC546100 Amount - Unit prices as needed

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

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

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description

- agreement south

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	5/11/2022 - 4:43 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 4:44 PM	AnswerNotes

Clay County Agreement/Contract No. 2021/2022 – _____

AGREEMENT FOR RIGHT-OF-WAY MOWING (SOUTH)

This Agreement for Right-of-Way Mowing (South) (“Agreement”) is entered into this _____ day of May, 2022 by and between Greenway Lawn and Landscape LLC, a Florida Limited Liability Company, aka Greenway Lawncare (“Contractor”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Bid, Bid No. 21/22-37, Re-Bid (“Bid”), to engage a contractor to provide mowing, trimming, and litter debris removal within Clay County’s roadside right-of-way and easements located in the County’s south locations; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services (“Contractor’s Response”); and

WHEREAS, the County evaluated the proposals submitted, and the County selected the Contractor as the lowest responsive, responsible qualified contractor; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all specifications and attachments incorporated into the Bid and the Contractor’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

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

SECTION 1. SERVICES

1.1. The Contractor shall furnish all supervision, materials, equipment, tools, transportation and supplies and perform all labor, services, and operations necessary for mowing, trimming, and litter debris removal within Clay County’s right-of-way and easements, including sloped banks, grassed and landscaped roadsides as set forth in the Bid Scope of Services attached hereto as **Attachment A** and incorporated herein by reference (the “Services”).

1.2. The Services shall be performed in County right-of-way or easements at the south roadside locations identified in Appendix A to the Bid attached hereto as **Attachment B** and incorporated herein by reference.

1.3. The Contractor shall provide Services at the designated roadside locations in accordance with the following cutting cycles:

Cut Number	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

The general sequence of Services to be performed by the Contractor under each cutting cycle shall be as follows:

1. Litter patrol and/or roadside litter removal
2. Mowing
3. Trimming
4. Removing grass and debris on roadways, sidewalks and curb and gutter as applicable
5. Quality Control Inspection by Contractor
6. Services complete report to the Project Manager

1.4. The Contractor shall provide to the Project Manager a two-week look ahead schedule on the 1st and 3rd week of each month. The two-week look ahead shall describe the location(s) where each crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all Services within the specified times and frequencies. It shall be the responsibility of the Contractor to update the schedule as needed and provide all updated schedule(s) to the Project Manager. The Contractor's failure to comply with the schedule may result in termination of the Agreement by the County.

1.5. In providing the Services, the Contractor shall:

1. Perform the Services in accordance with the County's specifications, standards, and requirements as set forth in **Attachment A**.
2. Be familiar with the Services, locations, schedule, and the conditions under which the Services are to be completed.
3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

1.6. In entering into this Agreement, the Contractor represents that it now has or will secure all personnel and equipment required to perform all Services under this Agreement. The Contractor shall provide to the Project Manager a list of equipment that will be used by the Contractor to perform the Services. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Services.

1.7. For purposes of this Agreement, the County's Project Manager shall be Jeff Smith, Deputy Director of Operations for the County or as designated by the County's Public Works Director. All Services shall be performed to the satisfaction of the Project Manager in accordance with this Agreement.

1.8. The Contractor shall designate a Superintendent who shall serve as the single point of contact. The Superintendent shall be the Contractor's liaison with the County for all communication pertaining to this Agreement and shall be readily available via telephone and/or e-mail. The Superintendent shall notify the Project Manager each workday before 8:00 a.m. of the location(s) where crews shall be working for that date, confirm locations and/or areas worked/completed the day before, and list any items of possible concern. The Superintendent shall be responsible for inspecting and verifying that all locations reported as being complete are complete and meet the quality standards set forth in **Attachment A**.

1.9. If on inspection by the County's Project Manager, the completed location(s) are found to be deficient, the Project Manager shall contact the Superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor's Superintendent shall notify the Project Manager that all Remedial Services have been completed. If the Project Manager determines that a section of the road remains deficient following the Remedial Services, the Contractor shall be issued a second written statement of observed deficiencies and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.10. If the Project Manager determines that the Contractor has fallen behind the schedule by two (2) weeks or more, the County reserves the right to assign unfinished Services to another mowing contractor or County forces. The Contractor shall not be due any compensation for any Services performed by another contractor or County forces and shall be held liable for any costs resulting from the assignment of any unfinished Services. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

1.11. The parties agree that the County shall retain the absolute right to eliminate any or all Services associated with the Agreement without penalty or liability for any claims for anticipated

overhead or profits. The County also reserves the right to modify the schedule or Services and suspend or cancel Services, in whole or in part, for any reason. Additionally, the County reserves the right to add, delete, or modify locations as necessary at the County's discretion.

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

1.13. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.14. The County may conduct performance evaluations at any time during the term of this Agreement to ensure compliance with the Agreement.

SECTION 2. ADDITIONAL SERVICES AND FEES

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

SECTION 3. TERM

3.1. The term shall begin on June 1, 2022 and shall remain in effect for a period of twenty-four months through May 31, 2024, unless otherwise terminated as provided herein. The County reserves the option to renew the Agreement for two (2) additional twelve month periods, each a "renewal term", upon subsequent written agreement of the parties.

SECTION 4. PAYMENT FOR SERVICES

4.1. Payments will be made by the County to the Contractor only for actual quantities of Services performed by the Contractor and accepted by the County at the unit prices set forth in the Price Sheet attached hereto as **Attachment C** and incorporated herein by reference upon presentation of an Invoice submitted to the County in accordance with Section 5.

4.2. The unit prices in **Attachment C** shall include the Services performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor's performance of the Services.

4.3. If any Service is not performed by the Contractor, the value of such Service, shall be determined and deducted from any Invoice claiming such items for payment. The County shall withhold payment for unsatisfactory or deficient Services until such time as the Services are determined to be acceptable by the Project Manager.

4.4. No increases in the unit prices reflected in **Attachment C** are permitted during the initial twenty-four month term. Thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager no later than ninety (90) days prior to the end of the initial term and any renewal term thereafter. The written notice must identify the requested adjustments to the unit prices and the reasons for the adjustments. The County and the Contractor may then enter into negotiations to address the requested adjustments. If the Contractor fails to timely provide written notice along with supporting documentation for the adjustment and/or the County determines that the requested adjustment is excessive, the County may refuse to accept the requested adjustment and may refuse to enter into a renewal term. Any agreed to adjustments to the unit prices during a renewal term shall be made a part of this Agreement by a written amendment.

SECTION 5. PAYMENT PROCEDURES

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

5.2. The payment for Services by the County shall be based on Invoices submitted by the Contractor to the Paying Agent no more than once per month upon completion of a cutting cycle that has been accepted by the County. Except as provided for in **Attachment A** under partial payments, no payment shall be made for individual locations until all the locations on the current cutting cycle have been completed.

5.3. Invoices shall be signed by the Contractor and include the following information and items:

1. The Contractor’s name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County.
4. The period of the Services covered by the Invoice.
5. Identify the cutting cycle along with the locations serviced, the actual date of Service, and description of Services provided.
6. The total amount of payment requested along with unit price and actual quantity of Services provided.

7. Any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

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

5.5. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or the Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or the Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

5.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Contractor's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

5.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials with respect to their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractors", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

SECTION 6. DEFAULT AND TERMINATION

6.1. Default. If the Contractor fails to satisfactorily perform any provision of this Agreement, fails to comply with the County's standards and requirements set forth in **Attachment A**, fails to perform on time and comply with the schedule, fails to use proper tools or equipment to perform the Services, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor 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 Agreement for cause.

6.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

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

6.4. Unless directed differently in the Notice of Termination, the Contractor, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the

Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

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

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

6.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 7. LIQUIDATED DAMAGES

7.1. The Contractor must adhere to the cutting cycles (as they may be revised upon written consent of the Project Manager). In the event the Services are not fully completed at each location by the Completion Date for each cutting cycle, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

7.2. The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services at each location by the Completion Date for each cutting cycle in accordance with this Agreement. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services by the Completion Date for each cutting cycle, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public works project that will benefit the public and enhance the delivery of valuable services to the public.

7.3. Should the Contractor fail to complete the Services by the Completion Date for each cutting cycle in accordance with this Agreement, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **\$50.00** per workday for each and every day after the Completion Date for each cutting cycle until final completion is achieved for all location(s). This liquidated damages

provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The Completion Date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding. Remedial Services, which may be called for by the Project Manager for failure to adequately perform the Services and rain days shall not be considered justifiable cause for time extensions or tolling of the time to complete the Services. As an alternative, the County reserves the right to assign Services and deduct unfinished Services and hold the Contractor liable for any costs resulting from the assignment of any unfinished Services in accordance with provision 1.10.

7.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

7.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

7.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or

omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and 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.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. INSURANCE

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

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add "**Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear**" as "**Additional Insured.**" The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide

thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. PRESERVATION OF PROPERTY AND FAILURE TO RESTORE DAMAGED PROPERTY

10.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials.

10.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, shrubbery, and irrigation systems along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. This applies to both private and public property and all utilities that may exist in the Service area or vicinity. Whenever such property is damaged as a result from the performance of the Services, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

10.3. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the Contractor's expense. Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 11. AUTHORITY TO SUSPEND SERVICES

11.1. The Project Manager shall have the authority to suspend Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, special events, or other conditions which are considered unfavorable for the prosecution of the Services. The Services shall resume as directed by the Project Manager. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. TAXES

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

SECTION 13. APPROPRIATED FUNDS

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

SECTION 14. PUBLIC RECORDS

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

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request

from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 15. AUDIT

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

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION

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

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 17. PUBLIC ENTITIES CRIMES

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

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

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

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

SECTION 18. SUSPENSION AND DEBARMENT

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

SECTION 19. NOTICE

19.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Greenway Lawn and Landscape LLC
aka Greenway Lawncare
4930 Spring Park Road
Jacksonville, FL 32207
Attention: JD Nixon

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Teresa Gardner, Public Works
Director and Jeff Smith, Project Manager

SECTION 20. SUBCONTRACTORS

20.1. Subcontractors may be utilized by the Contractor. The Contractor shall provide the names of all subcontractors performing any Services under this Agreement to the Project Manager. Any subcontractor utilized by Contractor, shall be supervised and compensated by Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 21. INDEPENDENT CONTRACTOR

21.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 22. NO ASSIGNMENT

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

SECTION 23. NO THIRD-PARTY BENEFICIARIES

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

SECTION 24. CONFLICT OF INTEREST

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

SECTION 25. AMENDMENT OR MODIFICATION OF AGREEMENT

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

SECTION 26. FURTHER ASSURANCES

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

SECTION 27. REMEDIES

27.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 28. GOVERNING LAW AND VENUE

28.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 29. ATTORNEYS' FEES

29.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 30. WAIVER

30.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 31. SEVERABILITY

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

SECTION 32. HEADINGS

32.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 33. COUNTERPARTS

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

SECTION 34. AUTHORITY

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**Greenway Lawn and Landscape LLC
aka Greenway Lawncare**

By: _____

Print Name: _____

Print Title: _____

**Clay County, a political subdivision of the
State of Florida**

By: _____

Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\Public Works\Mowing - Right-of-Way South.doc

ATTACHMENT A

BID NO. 21/22-37, RIGHT-OF-WAY MOWING (SOUTH) RE-BID

PURPOSE

Clay County is seeking services for roadside right-of-way mowing. Grass and vegetation shall be mowed with conventional mowing equipment. Use of specialized equipment or hand labor shall be required to perform work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other plant life within the area to be mowed.

SCOPE OF SERVICES

1. LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

2. AUTHORITY OF THE PROJECT MANAGER:

All work shall be done to the satisfaction of the County's Project Manager. The primary authority of the project manager shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the project manager supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

3. CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's project manager each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all roads reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Project Manager. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If the completed road(s) are found to be deficient upon inspection, the Project Manager shall contact the contractor's superintendent and advise in writing that the purported

completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Project Manager that all remedial work has been completed. If the Project Manager determines that a section of the pond remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

4. MAINTENANCE OF TRAFFIC:

It shall be the contractor's responsibility to develop a traffic control plan and receive approval of the Project Manager prior to beginning work.

Traffic control shall be accomplished in accordance with the FDOT Manual on Uniform Traffic Control Devices and the FDOT Standard Plans, latest edition. No separate payment shall be made for traffic control.

Some roadway segments may have limited access. These segments may require special attention with respect to traffic control.

5. WORKSITE TRAFFIC SUPERVISOR:

The contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to always maintain traffic control and handle traffic related situations and shall insure that deficiencies in traffic control are corrected.

Failure of the contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

6. OBSTRUCTION BY OTHER WORK:

If access to work sites is obstructed by construction, the contractor shall immediately notify the Project Manager to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments for work that was deleted or delayed due to such construction.

7. **PERMITS, FEES AND NOTIFICATIONS:**

It shall be the contractor's responsibility to conduct the work in accordance with required.

8. **HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:**

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Project Manager shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Project Manager.

9. **RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:**

The contractor shall use due care to avoid damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the County's right-of-way or easements. The project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

Except for streetlights, traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at their expense. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner may be repaired by the County with all incurred costs deducted from the contractor's billing.

Damaged streetlights and traffic items shall be repaired by the County at the current total cost of materials, labor, and equipment. Such total costs shall be deducted from moneys due to the contractor for work completed.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

10. **PROVISIONS FOR CONVENIENCE OF PUBLIC:**

The contractor shall schedule operations to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

11. WORK HOURS:

In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit visibility to less than 500 feet. No work shall be permitted on Sundays or County Holidays without prior written permission of the Project Manager.

12. SUSPENSION OF WORK:

The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, special events and other situations that may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work shall be ordered in writing explaining the reasons for the suspension. Normal operations shall resume as directed by the Project Manager. No additional compensation shall be applicable for delay.

13. ASSIGNMENT OF WORK TO OTHERS:

If the Project Manager determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

14. LIMITS OF PROJECT:

Work shall be performed only in County right-of-way or easements. The roadside right-of-way mowing locations are defined in Appendix A. The work consists of furnishing all labor and equipment and performing all operations necessary for grass mowing, grass trimming, edging, and litter removal within County right-of-way and easements, including sloped banks, grassed and landscaped roadsides. Care shall be taken so as not to disturb any private property.

The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason.

If the County identifies additional services and/or sites that are not covered under the original Agreement, such additional services may be made a part of this Agreement by a written Amendment.

15. SEQUENCE OF WORK:

The roadside rights-of-ways scheduled for mowing are listed in Appendix A. The contractor shall present as a project submittal a proposed schedule of operations to complete the proposed work within each allotted cycle and in accordance with the bid requirements. A two-week look ahead schedule shall be provided to the Project Manager on the 1st and 3rd week of each month. The two-week look ahead shall describe where each crew shall be working on a specific date. The schedule shall describe a

logical/geographically connected sequence to complete all work within the specified times and frequencies.

Cycle dates and the interim between cycles cannot be changed without the written consent of the Project Manager. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the Project Manager and shall require the Project Manager's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

- (1) Litter patrol and/or roadside litter removal.
- (2) Mowing.
- (3) Trimming.
- (4) Removing grass and debris on roadways, sidewalks and curb and gutter as applicable.
- (5) Quality Control Inspection by contractor.
- (6) Work complete report to Project Manager.

Note: For each road segment listed in Appendix A, work items numbered 1-5 shall be started and completed within a maximum of two (2) working days.

16. SCHEDULE OF WORK:

The work specified in these Bid Documents for the roadsides described in Appendix A, shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used.

<u>Cut No.</u>	<u>Beginning Date</u>	<u>Completion Date</u>
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

* The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date. Anticipated first year start date is June 1.

17. LIQUIDATED DAMAGES:

The contractor shall pay to the County liquidated damages in the amount of fifty dollars (\$50.00) per workday for failure to complete the work by the completion date specified above on each cut.

As an alternative, the County reserves the right to deduct unfinished work on any cut, which has fallen behind schedule. In such case, the County may assign the unfurnished work to another contractor or County forces. The contractor shall be held liable for any additional cost resulting from the assignment of unfinished work. Remedial work, which may be called for by the Project Manager for failure to adequately perform the work, and rain days shall not be considered justifiable cause for time extensions.

Allowing the contractor to continue to work, or any part of it, to completion, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due.

No liquidated damages shall be imposed for delays caused by the County.

18. **REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:**

If any defined action, duty or service, or part thereof, assigned is not performed by the contractor, the value of such action, duty or service, or part thereof, shall be determined and deducted from any invoice claiming such items for payment. If any action, duty or service, or part thereof, has been completed but is determined by the Project Manager to be unsatisfactory, the contractor shall be so notified and given an appropriate amount of time to correct the deficiency. The County shall withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

19. **QUANTITIES:**

Actual reimbursement to the contractor shall be based on the Unit Prices established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Project Manager during the actual cut cycle.

20. **QUALIFICATION OF PERSONNEL:**

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

21. **LIMITATION OF OPERATION:**

All moving equipment shall be operated in the same direction as the flow of vehicular traffic when being operated within ten feet (10') of any travel way. Exceptions shall be made only when the work site is protected by flaggers and warning devices in accordance with the FDOT MUTCD.

The contractor shall plan operations to minimize bridge crossings. When it is necessary for equipment to cross bridges, extreme care shall be taken using shoulder areas when present.

When crossing travel ways, the crossing shall be accomplished at a predetermined site that allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow approaching vehicles to pass. Traffic crossings shall be kept to a minimum.

No equipment shall be left overnight within the County's right-of-way or easement without permission from the Project Manager. Parking equipment in the medians shall not be permitted.

All service and supply operations shall be conducted at locations that shall not interfere with vehicular or pedestrian traffic and shall be outside the clear zone. Service vehicles shall be allowed in work areas only to repair or remove equipment, which has become inoperable.

22. SAFETY:

All vehicular equipment including riding mowers shall be equipped with safety devices and provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. All employees shall wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) while performing work on this project.

These requirements are to be considered as minimum and the adherence to them shall in no way relieve the contractor of the responsibility of ensuring the safety of employees and the public.

No separate payment shall be made for safety equipment and/or devices.

23. TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Project Manager determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Project Manager.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Project Manager if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

The equipment used by the contractor shall be in good repair and shall be maintained to always produce a clean, sharp cut and a uniform distribution of the cuttings. The mowers shall be adjustable to produce a cut no higher than three-inches (3"). Mower blades shall be sharpened.

Equipment shall be required to adequately cut grass on overpasses, ditch banks, ditch bottoms and areas beyond the ditch banks within the right-of-way. Areas for which cutting, and trimming is required are not restricted to only those areas of tractor access. If a ditch bottom is too wet for tractor access (excluding those with standing water more than two inches (2") deep or if an area such as a ditch bank or area beyond the ditch bank is not accessible by tractor, some other means of mowing shall be provided, such as an articulated arm mower, manual trimming, etc. Lack of suitable equipment on the site shall not be considered as a reason for not mowing an area. At no time shall equipment failure be deemed a reason for delay in work production.

The contractor shall be required to maintain as part of their inventory "front deck mowers" for narrow/small areas. This equipment shall be part of the "list of all equipment" required below.

24. MOWING:

24.01 DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated roadside areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

Grass clippings shall be cleared from sidewalks, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess shall be removed immediately.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

24.02 WIDTH OF CUT

The width of cut for all roads described in Appendix A shall be from right-of-way line to right-of-way line, including ditches, swales, and backslopes and medians for each road. The acreage for each site accounts for areas not to be cut (wooded areas, areas of ornamental shrubbery, asphalt pavement, sidewalks, etc.). Right-of-way or easement location shall be subject to concurrence of the Project Manager. The number of acres to be completed may vary per cycle when wildflowers are in bloom or are reseeding.

For roads where fence lines are located on the right-of-way line, mowing shall be accomplished within six inches (6") of the fence. Care shall be taken to avoid damage to the fences.

24.03 HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). This includes the remaining trunk or stub of trees (2" diameter or less) and shrubs, which are to be cut. At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

24.04 REMOVAL OF SMALL TREES AND SHRUBS

Small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground shall be either removed from the job site or consumed by the mowing operation.

Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the contractor's responsibility. Vegetation covered by this Section shall consist of all grass, part grass and part weed growth, or all weed growth, and all overhanging vine growth within the area to be mowed; vegetation may be dead or alive. All such material removed shall be disposed of at an appropriate landfill with payment incidental to the applicable item. However, when large trees, limbs and/or branches are encountered on site, the contractor shall notify the Project Manager to arrange for their removal. Mowing and trimming shall continue around such objects until they are removed.

No separate payment shall be made for collecting and removing any such small trees and/or shrubs from the job site.

24.05 REMOVAL OF LITTER AND LARGE DEBRIS

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn, ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

Litter and/or debris shall consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the right-of-way or easement. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the cut area.

Any tires or white goods including, but not limited to, refrigerators, stoves, microwave ovens and air conditioners shall be reported to the Project Manager immediately upon their encounter. The Project Manager shall arrange for pickup by others.

Payment for this work shall be made at the respective Unit Price established in the Proposal for "Litter Removal".

The contractor shall notify the Project Manager of any dead animals encountered. The Project Manager shall be informed of the animal's location. The contractor shall not be responsible for the transport or disposal of dead animals.

25. TRIM WORK (WEEDWHACKING/EDGING):

25.01 DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed.

25.02 SCHEDULE

The schedule for trim work shall be the same as that established for mowing and shall be accomplished concurrently with the mowing operations. The trim work may be performed before or after the mowing operations, but the time between litter pickup and reporting completion of all work at a location as described on the work complete report shall not exceed two (2) days.

25.03 DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

25.04 HEIGHT OF CUT

The height of cut for grass and vegetation, which is to be trimmed, shall be no higher than three-inches (3"). At no time shall the trimmers cut grass and/or vegetation low enough to damage the root system of the vegetation being trimmed.

26. PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective Unit Prices established in the bid document not later than 45 days from receipt of proper invoice. Each Unit Price shall include all labor, materials, tools, and equipment necessary to accomplish the work called for.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

31. PAYMENT REQUESTS:

The contractor shall invoice the County monthly. The contractor may request payment only after each required cut cycle is completed and accepted in its entirety.

32. PARTIAL PAYMENTS:

Partial payment shall mean payment for work performed on a portion of an individual site or a portion of the sites during any cycle. Except as noted below, no payment shall be made for individual sites until all the sites on the current cycle have been mowed, trimmed, and edged and all litter, debris and clippings removed and disposed of in accordance with the requirements of this bid.

Partial Payment, as defined above, shall be made only when the contractor cannot perform all the work called for due to circumstances beyond its control. The contractor shall notify the Project Manager immediately upon encountering such circumstances to allow for remedial action and/or approval of partial payment.

33. TERMS:

The initial contract shall be awarded to the lowest responsive and responsible bidder for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an

additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

34. ADDITIONAL SERVICES AND FEES:

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

35. PERFORMANCE EVALUATION:

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

ATTACHMENT B

APPENDIX A RIGHT-OF-WAY MOWING (SOUTH)

ROAD	START	FINISH	LENGTH	LENGTH LEFT	LENGTH RIGHT	ACRES
CR 209	SANDRIDGE RD	HENLEY RD		21140	30	28.63
OLD FERRY RD	CR 209	BOAT RAMP		2116	7.5	0.73
SANDRIDGE RD	HENLEY RD	CR209		18983	26	23.53
CR 209B	CR 209	END		8034	20	10.14
CR 209A	CR 209B	END		2800	27	3.99
CR 209	CR315B	SANDRIDGE RD		14440	19	16.24
CR 209	US 17	CR 315B		2361	11	1.68
CR 315B	R/R TRACKS	CR 315		2650	25	3.04
CR 315	US 17	SR 16		22000	25	25.25
ROSEMARY HILL	CR 315	EOP		7200	35	11.57
SPRING BANK RD	SR 16	EOP		31770	30	43.76
CR 16A	SR 16	LOOP		6475	13.5	4.01
CR 15-A	US 17	GREEN COVE AVE		16300	24	13.1
CR 209 S	US 17	DECOY RD		42350	24	46.66
CR 226	209 S	US 17		8775	40	11.08
JP HALL BLVD	CR 226	US 17		6425	22	6.48
WILLIAMS PARK	CR 209S	END		7442	20	6.83
MARANDA DR	CR 209S	Loop Cassie Street		4250	25	4.39
DECOY RD	CR 209S	US 17		14492	25	16.63
WARNER RD	US17	END OF PAVEMENT		15127	30	19.1
CR 209 (east of US 17)	US 17	BRIDGE		8950	15	6.16
MAHAMMA BLUFF DR	US 17	END		3043	20	2.78
					TOTAL ACRES-ROW-LITTER	305.78
					TOTAL ACRES-ROW-MOW	305.78

ATTACHMENT C

BID NO. 21/22-37, RIGHT-OF-WAY MOWING (SOUTH) RE-BID
PRICE SHEET

(Total shall include scope of services for Right-of-Way Mowing (South) in accordance with locations and frequency listed in the bid and Appendix A)

RIGHT-OF-WAY MOWING (SOUTH) (for 8 cut cycles)

ITEM	DESCRIPTION	Unit	Unit Price	Estimated Quantity	Extended Total
1	Litter Removal	Acre	20.00	2,446.24	48,924.80
2	Mowing and Trimming	Acre	45.00	2,446.24	110,080.80

***An equipment list shall be submitted with the bid response.**

Total cost per specifications of extended totals for items 1- 2 above: \$ 159,005.60

Total Bid Written Words:

one hundred fifty-nine thousand five $\frac{60}{100}$

COMPANY NAME:

GreenWay Lawn & Landscape

****The County reserves the right to request a more defined schedule of values from contractors.**

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee

DATE: 5/5/2022

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT: Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The intent of this project is to provide intersection improvements including construction of offset left turn lanes and associated improvements.

The County entered into a LAP Agreement with FDOT for funding of the project. Prices were double the funds received from FDOT. After discussion with FDOT and contractors we feel that allowing more time to secure construction material and complete the project, we may receive a better price proposal. The project is to be completed per the funding agreement no later than 12/31/2023.

Bid invitation was sent to 98 companies with 2 responses received.

ATTACHMENTS:

Description

- ▣ Memo - backup

REVIEWERS:

Department	Reviewer	Action	Date	Comments
------------	----------	--------	------	----------

Administrative
and
Contractual
Services

Thomas, Karen Approved

5/11/2022 - 1:54 PM AnswerNotes

County
Manager

Wanamaker,
Howard Approved

5/11/2022 - 2:52 PM AnswerNotes

BID TABULATION FORM

Bid : 20/21-45

Date:

November 19, 2021

Proj: CR 220 At Town Center Blvd. Intersection Improvement Project

Time Open:

9:04 AM

Ad: Clay Today, October 21 & 28, 2021

Time Close:

9:08 AM

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

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

	Bidder	Bid Bond	Receipt of Addena	Total Amount
1	D. B. Civil Construction	Yes	Yes	774,870.10
2	J. D. Hinson Company	Yes	Yes	809,670.82
3	CGC, Inc.			NO BID
4				
5				
6				
7				
8				
9				
10				
11				
12				

*Staff will review the bids and present a recommendation to the Budget and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document. Items above are subject to full review and evaluation of submittal.

Bid No. 20/21-45 , CR 220 AT TOWN CENTER BLVD.
INTERSECTION IMPROVEMENT PROJECT

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: DB Civil Construction, LLC

ADDRESS: 4475 US 1 S. Ste 707

St. Augustine, FL

32086


TELEPHONE: 386-256-7460

FAX #: _____

E-MAIL: Estimating@DBCivilConstruction.com

Name of Person submitting Bid: Connie Baylor

Title: Manager

Signature: 

Date: November 18, 2021

Area Representative Contact Information: David Borchert

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: Connie Baylor

MAILING ADDRESS: 4475 US 1 S Suite 707, St. Augustine, FL

32086

EMAIL: estimating@DBcivilconstruction.com

ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 11/12/2021 Acknowledged by: Connie Baylor

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Bid No. 20/21-45 , CR 220 AT TOWN CENTER BLVD.
INTERSECTION IMPROVEMENT PROJECT

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: J.D. Hinson Company

ADDRESS: PO Box 551097
Jacksonville, FL 32255

TELEPHONE: 904-334-0066

FAX #: 904-257-2004

E-MAIL: david@jdhinson.com

Name of Person submitting Bid: J. David Hinson

Title: President

Signature: 

Date: 11/18/21

Area Representative Contact Information: 904-334-0066

CONTRACT EXECUTION INFORMATION:


DESIGNATED SIGNED: J. David Hinson

MAILING ADDRESS: PO Box 551097
Jacksonville, FL 32255

EMAIL: david@jdhinson.com

ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 11/12/21 Acknowledged by: 

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD.
INTERSECTION IMPROVEMENT PROJECT

PURPOSE

Clay County requests bids to perform the construction of intersection improvements at CR 220 at Town Center Boulevard. The improvements include construction of offset left turn lanes and associated improvements.

SCOPE OF WORK

The Contractor will be responsible for performing construction of intersection improvements at CR 220 at Town Center Boulevard. Work activities include but are not limited to the following: maintenance of traffic, clearing and grubbing, excavation and grading, erosion and sediment control, asphalt paving, drainage, sodding, signalization, signs, and pavement markings.

This project includes all associated work shown in the plans and specifications attached to this bid.

Contractors must attend the mandatory pre-bid meeting held on November 4, 2021 at 9:00 a.m. to be eligible to bid on this project.

Contractors are required to submit FDOT Pre-Qualified Fields listed within this bid. This project is Federally Funded and being delivered through the Local Agency Program. (LAP) It shall be the responsibility of the Contractor to assist the County with all requirements and obligations for federal-aid construction contracts. Refer to Attachment for Local Agency Project (LAP) Supplemental Specification applicable to this project.

All construction shall comply with the Florida Department of Transportation, FY 20/2021 Standard Plans for Road and Bridge Construction including Interim revision and Florida Department of Transportation, January 2021 FDOT Standard Specifications for Road and Bridge Construction. Contractor must abide by all documented requirements and general notes as listed in the construction plans.

The Contractor shall provide a (CPM) Critical Path Method production schedule meeting the contract days. This schedule shall be held to close scrutiny due to the impact to inspection time. If the contractor does not hold to the production schedule, the Contractor may be required to pay for inspection services for downtime of production. The Daily charge for Liquidated Damages shall be in accordance with Section 8-10 of the LAP Specifications.

The Contractor shall accomplish substantial completion within **45** calendar days from the Notice To Proceed Date.

The Contractor shall accomplish final completion within **60** calendar days from the Notice To Proceed Date.

PAYMENT

The Contractor may request payment no more than once monthly, based on the amount of work done or completed.

PRICE PROPOSAL

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD.
INTERSECTION IMPROVEMENT PROJECT

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
0101 1	MOBILIZATION	LS	1		
0102 1	MAINTENANCE OF TRAFFIC	LS	1		
0102 4	PEDESTRIAN SPECIAL DETOUR (7 SY)	LS	1		
0102 14	TRAFFIC CONTROL OFFICER	HR	24		
0102 74 7	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	LF	114		
0102 10 4	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	ED	60		
0102 10 7 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED	60		
0104 10 3	SEDIMENT BARRIER	LF	345		
0104 18	INLET PROTECTION	EA	4		
0110 1 1	CLEARING & GRUBBING (0.69 AC)	LS	1		
0120 1	REGULAR EXCAVATION	CY	220.4		
0120 6	EMBANKMENT	CY	466.4		
0285709	OPTIONAL BASE, BASE GROUP 09	SY	896		
0327 70 6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	SY	2364		
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	95.0		
0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	266.2		
0425 152 1	INLETS, DT BOT, TYPE C, <10	EA	2		
0430 175 218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" S/CD	LF	408		
0430 982 625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	EA	2		
0524 1 29	CONCRETE DITCH PAVEMENT, 4", REINFORCED	SY	2		

CONTRACTOR NAME: _____

PRICE PROPOSAL (Continued)

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD.
INTERSECTION IMPROVEMENT PROJECT

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
0570 1 2	PERFORMANCE TURF (SOD)	SY	2474		
0710 111 01	PAINTED PM, STD, WHITE, SOLID, 6"	GM	0.189		
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	4		
700 1 50	SINGLE POST SIGN, RELOCATE	AS	1		
700 1 60	SINGLE POST SIGN, REMOVE	AS	1		
710 90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS	1		
711 11 123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK	LF	280		
711 11 124	THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	318		
711 11 125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE	LF	102		
711 11 141	THERMOPLASTIC, STANDARD, WHITE, (6/10) DOTTED GUIDELINE, 6"	GM	0.030		
711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROWS	EA	10		
711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	230		
711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.158		
630 2 11	CONDUIT (F&I) (OPEN TRENCH)	LF	445		
630 2 12	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	405		
632 7 1	SIGNAL CABLE (NEW OR RECONSTRUCTED INTERSECTION) (F&I)	PI	1		
635 2 11	PULL & SPLICE BOX (F&I)	EA	14		
646 1 12	ALUMINUM SIGNALS POLE (F&I) (PEDESTRIAN DETECTOR POST)	EA	1		
646 1 60	ALUMINUM SIGNALS POLE (REMOVE)	EA	1		
650 1 14	TRAFFIC SIGNAL (F&I) (ALUMINUM) (3 SECTION) (1 WAY)	AS	2		

CONTRACTOR NAME: _____

PRICE PROPOSAL (Continued)

**Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD.
INTERSECTION IMPROVEMENT PROJECT**

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
650 1 16	TRAFFIC SIGNAL (F&I) (ALUMINUM) (4 SECTION) (1 WAY)	AS	2		
650 1 60	TRAFFIC SIGNAL (REMOVE) (POLES TO REMAIN)	AS	2		
660 2 102	LOOP ASSEMBLY (F&I) (TYPE B)	AS	4		
660 2 106	LOOP ASSEMBLY (F&I) (TYPE F)	AS	2		
665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	1		
665 1 60	PEDESTRIAN DETECTOR, REMOVE-POLE/PEDESTAL TO REMAIN	EA	1		
670 5 600	TRAFFIC CONTROLLER ASSEMBLY (REMOVE) (CONTROLLER WITH CABINET)	AS	1		
671 2 30	TRAFFIC CONTROLLER (INSTALL)	EA	1		
676 1 116	TRAFFIC SIGNAL CONTROLLER CABINET (F&I WITHOUT CONTROLLER) (NEMA SIZE 6) (44" W x 52" H x 24" D)	EA	1		
676 1 400	TRAFFIC SIGNAL CONTROLLER CABINET (RELOCATE)	EA	1		
684 1 4	MANAGED FIELD ETHERNET SWITCH (RELOCATE)	EA	1		
700 3 201	SIGN PANEL (F&I) (OVERHEAD MOUNT) (UP TO 12 SF)	EA	2		
700 3 601	SIGN PANEL (REMOVE) (OVERHEAD MOUNT) (UP TO 12 SF)	EA	2		

GRAND TOTAL

\$ _____
(Figures)

(Written in Words)

Proposals require a five (5%) percent bid bond (based on above total) and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CONTRACTOR NAME: _____

BID INVITATIONS SENT TO
 Bid 20/21-45, CR 220 At Town Center Blvd. Intersection Improvements

A J Johns Inc	johnk@ajjohns.com
A D Morgan Corporation	mdamaddio@admorgan.com
A J Johns Inc	johnk@ajjohns.com
Al Tidball	altidball@aol.com
Align Engineering Group Inc	anthony@alignengineering.com
Anderson Columbia	tonyw@andersoncolumbia.com
Archer Western	badams@walshgroup.com
Baker Constructors	bpate@bakerconstructors.com
Balfour Beatty	davecampbell@balfourbeattyus.com
Besch & Smith Civil Group	tom@beschandsmith.com
Booth Ern Straughan & Hiott	cbulgrin@besandh.com
Booth, Ern, Straughan & Hiott	cking@besandh.com
Bowman Consulting Group	jrobinson@bowmanconsulting.com
C & E S Consultants Inc	jharris@candesconsults.com
Callaway Contracting, Inc.	jeremy@callawaycontracting.com
Capps Land Management	joann@cappsland.net
Caps Land	clyde@cappsland.net ;
CDM Contracting Inc	operations1@cdmcontracting.com
CGC, Inc	office@cgccivil.com
Charles Perry Partners, Inc.	palmer.collins@cpqi.com
CHW	shannonb@chw-inc.com
CHW, Inc.	shannonb@chw-inc.com
Clay County Utility Authority	ravery@clayutility.org
Commercial Industrial Corp	jay@ciicl.com
Connelly & Wicker Inc	jreck@cweng.com
Construct Connect	katherine.bliss@constructconnect.com
Core Construction Group	xarroyo@ourcoregroup.com
Core Engineering Group	xarroyo@ourcoregroup.com
Curt's Construction Inc	estimating@curtscon.com
DB Civil Construction	vmurphy@dbcivilconstruction.com
Dannick Engineering Consultants	ccabral@dannickconsultants.com
Deltek, Inc	publicrecords@deltek.com
E J Breneman	cwojciechowski@ejbreneman.com
Edwards Engineering Inc	gedwards@edwardseng.com
Elkins Construction LLC	cmccall@elkinsllc.com
Elton Alan	mike@eltonalan.com
England Thims & Miller	brooks@etminc.com
Florida Bridge & Transport	jrivera@flbridge.com
Florida Roads Construction	tchurch@floridaroadsllc.com
Florida Safety Contractors	estimating@floridasafetycontractors.com
GAI Consultants	r.jamieson@gaiconsultants.com
Gibbs & Register Inc	estimating@gibbsandregister.com
Granger Maintenance & Construction	eddiegranger@grangermaint.com
Greenman-Pedersen Inc	dbuwalda@gpinet.com
GWP Construction	bid@gwpconstruction.com

BID INVITATIONS SENT TO
 Bid 20/21-45, CR 220 At Town Center Blvd. Intersection Improvements

Hadden Engineering	keithhadden@haddeneng.com
Heart Construction LLC	joyce@heartconstruction.com
Hewitt Contracting	hhawes@aol.com
HNTB Corporation	kmorefield@hntb.com
Hubbard Construction Co	jon.ritchey@hubbard.com
J D Hinson Company	jdhinsoncompany@gmail.com
J. B. Coxwell Contracting, Inc.	robp@jbcowwell.com
Jacobs Engineering	mike.dykes@jacobs.com
Jax Utilities Management, Inc.	melissa.jaxum@att.net
Jeff's Excavating	dharsey@bellsouth.net
Jones Edmunds	aaltman@jonesedmunds.com
KCI Technologies Inc	mike.fleming@kci.com
Kiewit Infrastructure South Co	christine.beaudoin@kiewit.com
Kirby Development	pbk@kirbydevelopment.com
Knowles Civil Engineering Inc	kckcei@juno.com
Kudzue3 Trucking & Paving	lbkudzue3@yahoo.com
LTG, Inc.	ncaparas@ltg-inc.us
M J Johnson Construction Inc	johnsonbuilders@bellsouth.net
Mallen Construction Inc	adavis@mallenconstruction.com
MDG	stephanie@mdginc.com
Michael Baker International	brussell@mbakerintl.com
Michael Baker Jr Inc	gadabkowski@mbakercorp.com
ONAS Corporation	bandele@onascorporation.com
Osiris 9	satya.kolluru@osiris9.com
Palm Beach Grading Inc	atisci@pbgrading.net
Pars Construction	acampbell@pars-construction.com
Peters and Yaffee Inc	ryaffee@petersandyaffee.com
Petticoat Schmitt	lkeller@petticoatschmitt.com
Pinnacle Site	abram@pinnaclesite.com
Pipeline Contractors Inc	marney@pipelinecontractorsinc.com
Precision 2000 Inc	juangarcia954@msn.com
Prosser Inc	pszykowny@prosserinc.com
R & B Contracting Inc (MBE)	rbcontrg@bellsouth.net
R. B. Baker Construction	aconner@rbbaker.com
R B Baker Construction	scarlson@rbbaker.com
R S & H	cj.youmans@rsandh.com
River City Constructors	marlon@southcoastcg.com
Riverstone Construction LLC	dmcgough@riverstoneconst.com
Robert Bandes	estimating@bandeconstruction.com
Solid Rock Engineering	rgibbs@solidrockengineering.com
SRW Construction Inc	jasonharper@wildblue.net
Structures International LLC	bconnors@structuresintl.com
Superior Construction	dnardon@superiorconstruction.com
T G Utility Company Inc	arios@tutility.com
Taylor & White Inc	robert.white@taylorandwhite.com

BID INVITATIONS SENT TO
Bid 20/21-45, CR 220 At Town Center Blvd. Intersection Improvements

The Development Company Inc	mcguiganm@comcast.net
Traffic Control Products	estimate@trafficcontrolproducts.org
Universal Engineering	jcdougherty@universalengineering.com
Vallencourt Construction Co Inc	marcus@vallencourt.com
W W Engineering Inc	randy-walker@comcast.net
W W Engineering Inc	randy-walker@comcast.net
Walker & Company	dhussey@walkercc.com
Watson Civil Construction Inc	estimating@watsoncivil.com



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee

DATE: 5/9/2022

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT: Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

RFP provides the purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount and pricing from all distributors remains the same. Distributors were allowed to add manufacturers with this renewal. Renewal acknowledgment letters were received and the attached documents reflect the distributors wishing to renew.

The RFP has a current total of 63 distributors.

4 distributors did not choose to renew and 6 distributors added new manufacturers. See the attached memo for additional information.

Is Funding Required (Yes/No):
Yes

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

Account - Various Amount - Per Discount (as needed)

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description
▣ bid renewal

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Rejected	5/9/2022 - 4:46 PM	change back up
Administrative and Contractual Services	Fish, Donna	Approved	5/9/2022 - 5:33 PM	Resubmitted
Administrative and Contractual Services	Thomas, Karen	Approved	5/11/2022 - 4:15 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 4:18 PM	AnswerNotes



**Administrative &
Contractual Services**

PO Box 1366
Green Cove Springs, FL
32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



May 9, 2022

MEMORANDUM

TO: Howard Wannamaker,
County Manager

FROM: Karen Smith,
Purchasing Director

SUBJECT: Finance and Audit Committee agenda item for May 17, 2022.

First Renewal for RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

1. The following companies did not choose to renew: Custom Canopies, Playworx Playsets, Wausau Tile, and Robertson Industries.
2. Bliss Products and Services, Inc. added the following manufacturers: Cedar Forest Products, East Coast Mulch, and Madrax.
3. Greenfields Outdoor Fitness, Inc. added manufacturer Shade Systems, Inc.
4. Top Line Recreation, Inc. added the following manufacturers: Yalp Playgrounds, Percussion Play, and Dog On It Parks.
5. Rep Services, Inc. added manufacturer Hanover Specialties Poured in Place Surfacing – EPDM, Bondflex & Granuflex.
6. Swartz Associates, Inc. added the following manufacturers: Sports Play Equipment, Inc. and Ultra Site.

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structures, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	35%	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catalog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catalog
		Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy

	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	Tier	Priced Per Job	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catalog

	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Green Fields Outdoor fitness, Inc (888) 315-9037 sam@greenfieldsfitness.com	Shade Systems, Inc	Outdoor Shades, Canopies	n/a	N/A	No	No	Yes

SITE AMENITIES & FURNISHINGS

Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	Priced Per Job	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	SRP Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes

	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Ultrasite	Benches, tables, trash cans	7%	35%	No	Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
Dominica Recreation Products (800) 432-0162 robd@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	Dog on it Parks	Dog Park equipment	5%	42%	No	In Catalog	In Catalog
	MyTCoat	Benches Tables, Trash cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty

Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES

Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	35%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	35%	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	Priced Per Job	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
		Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy
	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy

	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Sportsplay Equipment, Inc	Playground Equip	6%	40%	No	In catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes

Dominica Recreation Products (800) 432-0162 robd@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Kidstuff Playstystems	Playground Equipment	18%	20%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playworld	Playground Equipment	5%	32%	Yes	No	Yes
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No

Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Percussion Play	Playground Equip	5%	55%	No	In Catalog	In Catalog
	YALP Playgrounds	Playground Equipment,	5%	55%	No	In Catalog	In Catalog
	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION

Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Madrax	Bike racks	5%	35%	No	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SURFACING

Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog	
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website	
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website	
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website	
	Innovative Mulching	Mulch	10%	35%	www.innovativemulching.com	Request Quote	On Website	
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website	
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website	
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website	
	Rubber Recycling/Playsafer	Recycled Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website	
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website	
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website	
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts		Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website

	Cedar Forest Products	Mulch	5%	72%	No	Request Quote	On Website
	East Coast Mulch	Mulch	5%	50%	No	Request Quote	On Website
	Tennis Unlimited	Tennis Court Surfacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Synthetic Turf	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recycled Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault Sport Group	Loose Rubber Mulch	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreatonal Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	No Fault Safety Surfacing	EPDM Bonded Rubber Mulch, Synthetic Turf	2%	Included in SF Price			
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes

	Hanover Specialties	Surfacing	2%	Included in SF Price	no	no	yes
	Tot Turf Safety Surfacing	Surfacing	2%	Included in SF Price	no	no	yes
	Irvine Wood Recovery	Surfacing	2%	75%	no	no	yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Fibar	Wear Mats, Acces	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No
	Artifice Play Turf	Turf	5%	N/A	No	No	No
	Manufacturer	Product	Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc (386) 575-8359 info@toplinerec.com	Safety 1st	Rubber Surfacing	5%	N/A			
	Go Mulch	Playground Mulch	10%	N/A			
	Cowart Mulch	Playground Mulch	5%	N/A			
	Forever Lawn	Artificial Turf	5%	N/A			

SPORTS & FITNESS EQUIPMENT

Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	35%	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy
Bison Sports		Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
Action Fit		Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
Paris Outdoor Fitness		Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilities,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
M. Gay Constructors, Inc.	M. Gay Constructors, Inc.	Sports Lighting	Prices as listed	N/A	No	Yes	Yes

**Clay County
Sports Lighting Bid Sheet**

Manufacturer: Musco Sports Lighting, LLC
Address: 100 1st Ave West, PO Box 808
City, State, Zip Code: Oskaloosa, IA 52577
Contact: Amanda Hudnut
Phone: 800-825-6030
Fax: 641-672-1996
Email: musco.contracts@musco.com
Federal ID#: 42-1511754

--- Terms- 25% of contract price required with order. Balance due Net 30 days upon delivery. ---

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

- A. Light-Structure System™ with Total Light Control – TLC for LED® & SportsCluster® System with Total Light Control – TLC for LED®

Light-Structure System™ with Total Light Control – TLC for LED®

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED® to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster® System with Total Light Control – TLC for LED®

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 FC	\$153,700	\$106,100	50 FC	\$234,100	\$156,100
360' x 160'	70'	30 FC	\$187,300	\$118,400	50 FC	\$266,700	\$168,600
360' x 160'	100'	30 FC	\$219,100	\$118,700	50 FC	\$319,500	\$169,100
360' x 160'	120'	30 FC	\$237,800	\$130,700	50 FC	\$331,800	\$187,300



SOCCER							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	\$166,000	\$90,600	50 FC	\$211,800	\$131,700
330x200	50'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	30'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	50'	30 FC	\$177,700	\$106,100	50 FC	\$257,100	\$164,500
360x225	30'	30 FC	\$178,600	\$106,100	50 FC	\$237,000	\$155,800
360x225	50'	30 FC	\$179,500	\$106,100	50 FC	\$271,500	\$170,200

BASEBALL / SOFTBALL							
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
		(Inf/Out)			(Inf/Out)		
60' Base Path	200'	30/20	\$107,400	\$70,300	50/30	\$119,200	\$78,800
60' Base Path	225'	30/20	\$122,100	\$80,500	50/30	\$134,000	\$92,100
60' Base Path	250'	30/20	\$127,200	\$80,500	50/30	\$149,900	\$103,000
60' Base Path	300'	30/20	\$173,300	\$119,800	50/30	\$205,500	\$134,300
60' Base Path	320'	30/20	\$177,800	\$124,300	50/30	\$226,800	\$146,300
90' Base Path	300'	50/30	\$235,900	\$147,400	70/50	\$325,300	\$208,500
90' Base Path	325'	50/30	\$259,600	\$159,500	70/50	\$352,300	\$228,400
90' Base Path	350'	50/30	\$273,100	\$172,500	70/50	\$403,800	\$252,600
90' Base Path	320/360/320	50/30	\$261,200	\$160,800	70/50	\$413,600	\$255,300
90' Base Path	330/400/330	50/30	\$366,200	\$212,600	70/50	\$464,600	\$281,000

TENNIS			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$69,500	\$49,400
3	50 FC	\$81,500	\$52,600
4	50 FC	\$81,500	\$52,600
6	50 FC	\$162,400	\$102,300

BASKETBALL - OUTDOOR			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$61,100	\$44,300

BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Material
1 - 94 x 50	80 FC	\$25,500

PARKING LOT - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	\$28,600	\$0.45/sq ft

1. This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.
2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.
3. Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.
4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

- B. Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

$$\$153,700 \times 15\% = \$23,055$$

$$\$153,700 - \$23,055$$

Metal Halide Technology Pricing = \$130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	\$3,500	per fixture
Control-Link Retrofit Unit (material only)	\$8,500	per unit
Control-Link Unit - Multiple Services (material only)	\$6,700	per unit
Osprey Nest Platforms	\$3,000	each
TLC-RGBW Fixture	\$4,500	per fixture
LED Security Fixture (mount on Musco pole)	\$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	\$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	\$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	\$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	\$800	per pole

Section II: Adders

- A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.
- B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- D. Control-Link® Entertainment package will increase the equipment price by 5%.
- E. Control-Link® Entertainment+ package will increase the equipment price by 12%. Musco is not responsible for obtaining or any cost associated with music licenses.

Section III: Labor Costs

- A. Pole Installation (price per pole)

Pole Height	LS 2017 FBC 130 mph Price
40'	\$4,150
50'	\$4,300
60'	\$4,600
70'	\$5,300
80'	\$6,450
90'	\$9,500
100'	\$11,550
110'	\$17,550

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles \$4,600 per pole
- D. Removal of Existing Wooden Poles \$1,750 per pole
- E. Straighten Concrete Pole \$5,000 per pole
- F. Patching Concrete Poles \$4,000 per pole
- G. Installation of Fixtures on Existing Poles \$6,000 per pole
- H. Installation of Control Link Retrofit \$2,100 per unit
- I. Retrofit existing Gymnasium with LED \$750 per fixture
- J. Site Inspection – Evaluation of existing lighting system \$2,500 per project



Section IV: Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	\$12,650 each
Option B – 400 Amp Service (Section IV, A, 1)	\$21,300 each
Option C – 600 Amp Service (Section IV, A, 1)	\$25,900 each
Option D – 800 Amp Service (Section IV, A, 1)	\$28,750 each

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet	\$100 each
b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet	\$110 each

2. Wiring from Contactors to Poles

a. 2" PVC with (4) #1 THWN conductors	\$30 per foot
b. 2 1/2" PVC with (4) 3/0	\$40 per foot
c. 4" PVC with (4) 500mcm	\$75 per foot
d. (2) 4" PVC with (4) 300mcm	\$98 per foot

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a	10	\$5,400	\$5.75 per foot
b	8	\$5,980	\$8.65 per foot
c	6	\$6,210	\$11.50 per foot

4. Pull Boxes

a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside	\$600 each
b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet	\$150 each

C. Installation of Contactor Cabinets

a. 48" Cabinet	\$5,750 each
b. 72" Cabinet	\$8,650 each

D. Lightning Protection

1. Surge Arrestor – protection at remote electrical enclosure	\$1,200 each
2. Surge Arrestor – protection on line side of panel	\$9,900 each

E. Pole Grounding

1. Provide and install ground rods for poles 70' and below	\$900 per pole
2. Provide and install ground rods for poles 80' and above	\$1,450 per pole

Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
	1. Adder for 200 amp service	\$6,600 each
	2. Adder for 400 amp service	\$9,950 each
	3. Adder for 600 amp service	\$15,900 each
	4. Adder for 800 amp service	\$26,450 each
B.	Structural Engineering Drawings, sealed by P.E.	
	1. Foundation and pole plans based on assumed soils	\$1,350 per project
	2. Foundation and pole plans based on geotech report	\$3,300 per project
C.	Geotech report	\$9,950 per project
D.	Bonding (over \$200,000)	\$2,000 per \$100,000
E.	Site survey	\$3,300 per project
F.	Project management	\$6,000 per project

Section VI: Yearly Adjustments

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the State of Florida Building Code and/or wind speeds change, Musco reserves the right to adjust pricing accordingly.

M. GAY CONSTRUCTORS, INC.
 BID FORM
 ATTACHMENT OF UNIT PRICES
 CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS
 AND PLAYGROUND

November 11, 2020

Request to RFP NO. 18/19-2

M. Gay Constructors, Inc. is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

1. Install Owner Furnished Sports Lighting Poles and Fixtures

Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

<u>Mount Heights</u>	<u>Metal</u>	<u>Concrete</u>
40' (10' Maximum inbed)	\$3,500.00	\$5,600.00
50' (10' Maximum inbed)	\$3,600.00	\$5,700.00
60' (10' Maximum inbed)	\$3,700.00	\$5,800.00
70' (10' Maximum inbed) 1 to 13 Fixtures	\$3,800.00	\$5,900.00
70' (15' Maximum inbed) 14 to 27 Fixtures	\$3,900.00	\$6,900.00
80' (15' Maximum inbed) 1 to 19 Fixtures	\$4,900.00	\$8,900.00
80' (15' Maximum inbed) 20 to 33 Fixtures	\$5,000.00	\$9,000.00
90' (15' Maximum inbed) 1 to 12 Fixtures	\$6,500.00	\$15,000.00
90' (15' Maximum inbed) 13 to 40 Fixtures	\$7,000.00	\$16,000.00
100' (20 Maximum inbed) 1 to 15 Fixtures	\$12,000.00	\$17,000.00
110'	\$19,000.00	\$24,000.00
120'	\$27,000.00	\$28,000.00

2. Install owner furnished fixtures on existing poles and wire to box bottom of of the pole.

\$990.00 per fixture

**3. Osprey Platform to be installed on new pole or existing pole.
 (New pole not included in price)**

New Pole	\$3,000.00 each
Existing Pole	\$4,500.00 each

4. Field Electrical Wiring

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

<u>Circuit Size</u>	<u>Single Phase</u>	<u>Per Ft</u>	<u>Three Phase</u>	<u>Per ft Price</u>
#12	\$5,200.00	\$2.84	\$4,150.00	\$3.56
#10	\$4,025.00	\$3.04	\$4,175.00	\$3.71
#8	\$4,400.00	\$4.52	\$4,600.00	\$5.65
#6	\$4,600.00	\$6.20	\$4,800.00	\$7.74
#4	\$5,000.00	\$8.82	\$5,200.00	\$11.04
#3	\$5,200.00	\$10.72	\$5,400.00	\$13.40
#2	\$6,200.00	\$11.52	\$6,400.00	\$14.40
#1	\$6,800.00	\$16.33	\$7,000.00	\$20.40
#1/0	\$7,800.00	\$20.04	\$8,000.00	\$25.05
#2/0	\$8,200.00	\$24.13	\$8,300.00	\$30.16
#3/0	\$9,400.00	\$30.09	\$9,700.00	\$37.61
#4/0	\$9,800.00	\$36.30	\$10,300.00	\$45.38
#250 mcm	\$11,500.00	\$44.79	\$11,800.00	\$56.00
#350 mcm	\$12,500.00	\$60.37	\$13,000.00	\$75.57
#500 mcm	\$21,000.00	\$81.05	\$27,000.00	\$101.29

5. Service

<u>Amps</u>	<u>Single Phase</u>	<u>Three Phase</u>
100	\$ 8,200.00	\$ 9,400.00
150	\$ 8,300.00	\$ 9,500.00
200	\$ 8,700.00	\$ 9,800.00
250	\$14,000.00	\$15,000.00
400	\$18,000.00	\$19,000.00
600	\$24,000.00	\$25,000.00
800	\$29,000.00	\$30,000.00
1000	\$33,000.00	\$34,000.00
1200	\$39,000.00	\$40,000.00
1600		\$45,000.00

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

6. Lighting Contactors Furnished and Installed

<u>Contactors</u>	<u>Price</u>
30 Amp	\$ 1,500.00
60 Amp	\$ 1,700.00
100 Amp	\$ 2,200.00
200 Amp	\$ 5,100.00
400 Amp	\$14,000.00

7. Install Owner Furnished Lighting Contactors

<u>Contactor</u>	<u>Price</u>
30 Amp	\$ 600.00
60 Amp	\$ 900.00
100 Amp	\$ 1,100.00
200 Amp	\$ 1,700.00
400 Amp	\$ 2,400.00

8. Provide Hourly Equipment and Labor

45' Bucket Truck		\$ 110.00 per hour
30 Ton Crane	8 hr minimum	\$ 225.00 per hour
50 Ton Crane	8 hr minimum	\$ 300.00 per hour
70 Ton Crane	8 hr minimum	\$ 375.00 per hour
100 Ton Crane	8 hr minimum	\$ 250.00 per hour
(Mob in \$4,500.00 and Mob out \$4,500.00)		
200 Ton Crane	8 hr minimum	\$ 550.00 per hour
(Mob in \$4,500.00 and Mob out \$4,500.00)		
Auger Truck	4 hr minimum	\$ 175.00 per hour
Production Digger	8 hr minimum	\$ 650.00 per hour
(Max auger 60" and 25' depth)		
Flat Bed Truck	4 hr minimum	\$ 150.00 per hour
Water Truck	4 hr minimum	\$ 150.00 per hour
Backhoe		\$2,200.00 per day
Trencher		\$1,500.00 per day
Directional Boring	Up to 2"	\$ 30.00 per foot
Directional Boring	2 ½" to 4"	\$ 45.00 per foot
Directional Boring	4 ½" to 8"	\$ 65.00 per foot
Electrician		\$ 95.00 per hour
Foreman		\$ 95.00 per hour
Rigger		\$ 75.00 per hour
Helper		\$ 65.00 per hour
High Lift		\$9,500.00 per day
Tractor Trailer (Oversized loads)		\$ 750.00 per hr. (plus permits)
Pick up Truck		\$ 35.00 per hr.

9. Mark up on Material

20% Plus Tax

10. Per Diem rates outside of Clay County

\$ 650.00 per crew

11. Dumpster Fee

\$2,000.00 per dumpster

12. Pole Demolition

Wood Poles \$1,200.00 per pole

Concrete Poles \$3,500.00 per pole

Price includes taking the poles down.

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

13. Fill Dirt	\$1,200.00 per 18 yd load
14. Storage Container	\$1,500.00 per month per container
15. Provide Water Meter	\$2,800.00
16. Provide Electrical Engineering	– 14% of the total cost of the project. Total cost includes all owner furnished material.

GENERAL NOTES

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon **NORMAL** drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee

DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT: Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

JTA and the County will mutually agree on the scope of work to be provided in the 2022 Major Update to 2017 Clay County Transportation Study. The Study shall reflect demographic, economic, infrastructure and industry growth and trends that impact public transportation services and needs in the County. The Study will provide the implementation steps and schedule for 5 year and 10 year planning periods.

The County and JTA will split the cost of the Study equally 50/50. In no event shall the County nor JTA's portion exceed \$100,000.

JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023.

Is Funding Required (Yes/No):
Yes

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

Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

Account # FD3003-CC1232-PRJ100364-SC563000 Amount - \$100,000

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

ATTACHMENTS:

Description

▫ MOU JTA

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	5/11/2022 - 12:56 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 2:51 PM	AnswerNotes

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
JACKSONVILLE TRANSPORTATION AUTHORITY
AND
CLAY COUNTY, FLORIDA**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the ___ day of May, 2022 (“Effective Date”) by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (the “Authority” or the “JTA”), a body corporate and politic whose principal business address is 100 LaVilla Center Drive, Jacksonville, Florida 32202 and **CLAY COUNTY** (the “County”), a political subdivision of the State of Florida, whose principal business address is 477 Houston Street, Green Cove Springs, Florida 32043. The Authority and the County may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, the Authority is a public transportation agency that provides various mass transportation services throughout Duval County, Florida, including the design and construction of bridges and highways, express and regular bus service, community shuttles, a downtown Skyway monorail, a trolley service, a Game Day Xpress for various sporting events, paratransit service for the disabled and elderly, and ride request on demand services; and

WHEREAS, JTA currently provides transportation services in Clay County that includes locations for stops and pick-ups along the Red Line, Blue Line, and Magenta Line along with the Green Line also known as the VA Flex Route; and

WHEREAS, JTA also provides commuter bus service between Clay County and downtown Jacksonville, Florida; and

WHEREAS, population growth in Clay County and the high percentage of intercounty commutes contributes to increasing regional traffic congestion; and

WHEREAS, the Parties mutually desire to enter into a cooperative relationship whereby they will together undertake a study referred to as the Clay County Transit Study to better understand the needs of commuters in the study area.

NOW THEREFORE, in contemplation of mutually beneficial relationships to be established, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals are an integral part of this MOU and are incorporated herein by reference.

2. Terms of Agreement.

- I. JTA and the County will mutually agree on the scope of work to be provided to the 2022 Major Update to 2017 Clay County Transportation Study (the “Study”). The Study shall reflect demographic, economic, infrastructure and industry growth and trends that impact public transportation services and needs within the County. The Study will provide the implementation steps and schedule for five year and ten year planning periods, so that the Study recommendations can be incorporated into the County’s five-year Capital Improvement Plan. The Study shall be completed before January 2023.
 - II. JTA will procure, pursuant to its Procurement Rule 002, a responsible and responsive contractor to conduct the Study. The request shall require that a single insurance policy be given and that both JTA and the County shall be named as Additional Insureds. The Parties will mutually agree to any additional requirements to include in the request.
 - III. JTA and the County will split the cost equally (50/50) for the Study. However, in no event shall the County’s portion of the costs exceed \$100,000. The JTA’s portion shall also not exceed costs of \$100,000. JTA shall pay the contractor for its services in performing the Study. Upon completion of the Study, JTA shall invoice the County for its portion of the costs incurred by the contractor in an amount not to exceed \$100,000.
 - IV. JTA will provide necessary JTA and contractor personnel to accomplish the purpose of this MOU.
 - V. County will provide necessary County resources to accomplish the purpose of this MOU.
3. Term. This MOU shall be for a term of one (1) year from the Effective Date, and should end no later than the completion of the Study.
4. Termination. This MOU may be terminated by either Party with seven (7) days advance written notice to the other Party.
5. Costs. Each Party shall bear its own costs in the performance of this MOU aside from the cost of the Study which will be split equally between the Parties.
6. Amendments. No provision of this MOU may be amended, modified, waived or discharged unless the Parties, by mutual written agreement, agree to such amendment, modification, waiver or discharge.
7. Notices. All notices, demands, or other communications given hereunder will be in writing and will be deemed to have been duly given on the first business day after mailing via U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows:

Howard Wanamaker
County Manager

Nathaniel P. Ford Sr.
Chief Executive Officer

Clay County
477 Houston Street
Green Cove Springs, FL 32043

Jacksonville Transportation Authority
100 LaVilla Center Drive
Jacksonville, FL 32202

8. Preparation and Negotiation of Agreement. The Parties may extend this MOU for one (1) year only, thereafter JTA will prepare and submit a draft of more definitive agreements to the County for its review and comment. JTA and the County agree to negotiate in good faith the terms and conditions of the more definitive agreements, consistent with the provisions of this MOU.
9. Appropriated Funds. JTA acknowledges that in the budget for each fiscal year of the County during which the term of the MOU is in effect a limited amount of funds are appropriated which are available to make payments for the Study arising under the MOU. Any other provisions of the MOU to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the MOU from the budget of any fiscal year shall not exceed the appropriation for said fiscal year. Nothing in this MOU shall obligate the County to JTA to expand appropriations or to enter into any contract or other obligation.
10. Taxes. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this MOU to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.
11. No Joint Venturer. Both JTA and the County acknowledge and agree that this MOU represents an expression of intent to form a definitive agreement between the Parties and nothing in this MOU should be construed as creating a partnership, joint venture or other legal entity.
12. Independent Contractors. The Parties are independent contractors and are not joint employers, employees, agents, partners, or representatives of the other. As such, each Party is responsible, where necessary, to obtain, at its sole cost, workers' compensation insurance, disability benefits insurance, and any other insurances that may be required for it or its employees by law.
13. Governing Law. This MOU is governed by the laws of the State of Florida and jurisdiction and venue shall be situated in the courts of Clay County, Florida.
14. Public Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this MOU shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The Parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this MOU that are in its possession or under its control. A request to inspect or copy public records relating to the MOU must be made directly to the County. The Parties shall retain all records relating to this MOU for a period of at least five (5) years after the MOU 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.

15. Indemnification. Subject to the provisions of Section 768.28 Florida Statutes, which provisions are not expanded, altered or waived beyond the statutory limits contained therein, each Party shall indemnify and hold harmless the other Party and its Board of Directors, officers, agents, and employees, from all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees (and other reasonable legal costs such as those for paralegal, investigative, legal support and the actual costs incurred for expert witness testimony), to the extent caused in whole or in part by the acts, errors, omissions, negligence, recklessness, or willful misconduct of the Party, one of its contractors, any persons or entities directly or indirectly employed or utilized by the Party, or anyone for whose acts they may be liable, in the performance of this MOU.
16. Assignment. Neither Party has a right to assign its rights and obligations under this MOU.
17. Publicity. All press releases, reports, statements or announcements issued by either Party with respect to the MOU shall be presented to the other Party reasonably in advance of issuance and shall be subject to the other Party's prior approval.
18. Compliance with Regulations. This MOU and the use of transit vehicles and all services provided by JTA contemplated by this MOU are subject to and shall be in accordance with the terms and conditions of any grant agreement(s) between the respective Parties, and the Federal Transit Administration and/or the FDOT, should they provide funds for the provision of service. This MOU is subject to all applicable federal, state, local, and other governmental laws, rules or regulations.
19. Sovereign Immunity. Both the County and JTA are governmental entities whose limits of liability are set forth in Section 768.28, Florida Statutes and nothing herein will be construed to extend the liabilities of either beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim otherwise barred by sovereign immunity or operation of law.
20. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.
21. Authority. The Parties agree to utilize electronic signatures and that the digital signatures of the Parties set forth below are intended to authenticate this MOU 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 MOU on behalf of such Party and that the MOU will constitute a legal and binding obligation of such Party.

IN WITNESS WHEREOF, JTA and Clay County have executed this MOU as of the date and year first written above.

**JACKSONVILLE TRANSPORTATION
AUTHORITY**

By: _____
Nathaniel P. Ford, Sr.
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Cleveland Ferguson, III
SVP/Chief Administrative Officer

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____
Wayne Bolla
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, May 17 1:00 PM

TO: Finance & Audit Committee

DATE: 5/5/2022

FROM: Megan Mosley, Grants
Manager

SUBJECT:

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

1. Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

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

Funding Sources:

<u>Account Name</u>	<u>Account #</u>	<u>Amount</u>
1. <i>General Fund (FD1000)</i>		
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants - Culture and Recreation	FD1000- CC1233- PRJ100389- GR010080- RC331700	\$10,000
2. <i>Capital Improvement Plan (CIP) Projects Fund (FD3003)</i>		

Capital Improvement Plan (CIP) Projects Fund / All Grants
Organization / FDOT Local Agency Program Agreement
#G1R36 / FDOT Local Agency Program Agreement #G1R36 /
FDOT Safety - LAP Grants

FD3003-
CC1233-
PRJ100395- \$35,000
GR010018-
RC331493

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

ATTACHMENTS:

Description

- ▢ 1. Resolution 2021-22_Humanities Grant for Libraries-ARPA
- ▢ 2. Resolution 2021-22_FDOT LAP Agr #G1R36
- ▢ Adjustment Worksheet for 5-17-22 F&A

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/11/2022 - 2:45 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 2:47 PM	AnswerNotes

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the American Rescue Plan Humanities Grants for Libraries was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for humanities public programming at the Clay County Libraries.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:	\$ 130,822,910
Additions	
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants – Culture and Recreation	FD1000-CC1233- PRJ100389- \$ 10,000 GR010080-RC331700
Amended Total Revenue	\$ 130,832,910

APPROPRIATION

Prior Fund Total:	\$ 130,822,910
Additions	
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Promotional Activities	FD1000-CC1233- PRJ100389- \$ 1,500 GR010080-SC548000
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Operating Supplies	FD1000-CC1233- PRJ100389- \$ 8,500 GR010080-SC531400
Amended Total Appropriation	\$ 130,832,910

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 24th day of May, 2022.

Board of County Commissioners Clay
County, Florida

Wayne Bolla, Chairman

ATTEST:

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

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the Florida Department of Transportation Safety Local Agency Program was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:	\$ 84,336,215
Additions	
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants	FD3003-CC1233- PRJ100395- GR010018-RC331493 \$ 35,000
Amended Total Revenue	\$ 84,371,215

APPROPRIATION

Prior Fund Total:	\$ 84,336,215
Additions	
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / Infrastructure Expense	FD3003-CC1233- PRJ100395- GR010018-SC563000 \$ 35,000
Amended Total Appropriation	\$ 84,371,215

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 24th day of May, 2022.

Board of County Commissioners Clay
County, Florida

Wayne Bolla, Chairman

ATTEST:

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

Budget Adjustments for May 17 F&A

Agenda Item Notes	Account	Name	Additional Amount	Reduce Amount	Notes
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-RC331700	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants - Culture and Recreation	-10,000		American Rescue Plan: Humanities for Libraries Grant
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-SC548000	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Promotional Activities	1,500		Humanities public programming at the Libraries
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010082-SC531400	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Operating Supplies	<u>8,500</u>		Humanities public programming at the Libraries
Fund Total			0	0	
Grants Under \$50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-RC331493	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants	-35,000		FDOT - LAP Agreement 2019/2020-193
Grants Under \$50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-SC563000	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / Infrastructure Expense	<u>35,000</u>		Safety Grant to the County for the design of safety imprv on CR220 from west of Lakeshore Drive W to east of Old Hard Road
Fund Total			0	0	
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100360-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Kingsley Lake / Infrastructure Expense	61,550		Sidewalks at Kingsley Lake bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100361-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Thunderbolt Elementary to Calming Waters Drive / Infrastructure Expense	19,715		Sidewalks at Thunderbolt Elementary to Calming Waters Drive (Town Center Blvd) bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100359-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road / Infrastructure Expense		<u>81,265</u>	Sidewalks at CR218 Beyond Taylor Road deferred to FY22/23
Fund Total			81,265	81,265	

KEY
Fund (FD)
Cost Center (CC)
Program (PG)
Project (PRJ)
Grant (GR)
Spend (or Revenue) Category (SC or RC)



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee

DATE: 5/9/2022

FROM: Kimberly Morgan

SUBJECT:

Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

- 1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.
- 2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stay-to-Play tournament with no rebates.
- 3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of \$3,500 reimbursable marketing grant.
- 4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

- 1.) Account # FD1164-CC1009-SC548005 Amount - \$12,000
- 2.) Account # FD1164-CC1009-SC548005 Amount - \$10,000
- 3.) Account # FD1164-CC1009-SC548005 Amount - \$3,500
- 4.) Account # FD1164-CC1009-SC548005 Amount - \$3,000

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

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

Hearing Type:

Initiated By:

Not applicable.

ATTACHMENTS:

Description

- FY 21-22 Event Marketing Grant Allocation
- Bella Notte FY 21-22 Application
- Rock the Box 2 FY 21-22 Application
- Girls Lacrosse Showcase FY 21-22 Sports Grant Application

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Tourism and Film Development	Goodermote, Angela	Approved	5/11/2022 - 4:32 PM	Item Pushed to Agenda

Clay County TDC Grant Allocation Worksheet Summary:

Special Events	<u>Pts Score</u>	<u>Allocation %</u>	<u>Allocation Model Funding</u>	<u>Requested</u>	<u>Recommended Funding</u>	<u>Final Allocation</u>
Whistling Death (10/2/2021)	135.0	0.091	\$7,520.13	\$744.00	\$744.00	\$744.00
Soul Food Festival (10/2/2021)	125.0	0.084	\$6,963.09	\$3,500.00	\$3,500.00	\$3,500.00
Christmas on Walnut Street (12/4/2021)	140.0	0.094	\$7,798.66	\$3,000.00	\$3,000.00	\$3,000.00
Black Creek Paddle Festival (12/10-12/2021)	120.0	0.081	\$6,684.56	\$3,500.00	\$3,500.00	\$3,500.00
Hellcat 10k, 30k, 50k (1/22/2022)	135.0	0.091	\$7,520.13	\$2,184.00	\$2,184.00	\$2,184.00
MVPA (3/25-27/2022)	225.0	0.151	\$12,533.56	\$3,500.00	\$3,500.00	\$3,500.00
Kids Fest (4/23-24/2022)	210.0	0.141	\$11,697.99	\$3,500.00	\$3,500.00	\$3,500.00
Armed Forces Day (5/26/2022)	135.0	0.091	\$7,520.13	\$744.00	\$744.00	\$744.00
River Fest (5/30/2022)	180.0	0.121	\$10,026.85	\$3,000.00	\$3,000.00	\$3,000.00
Our Country Day (7/2-4/2022)	85.0	0.057	\$4,734.90	\$3,500.00	\$3,500.00	\$3,500.00
Rock The Box 2 (8/13/2022)	195.0	0.131	\$10,862.42	\$3,000.00	\$3,000.00	
Bella Notte (9/15/2022)	100.0	0.067	\$5,570.47	\$3,500.00	\$3,500.00	
BASCA Cape'Abilities 5K (9/24/2022)	150.0	0.101	\$8,355.70	\$3,500.00	\$3,500.00	\$3,500.00
	Total	100.00%	\$83,000.00	\$27,172.00	\$27,172.00	\$27,172.00
Total Pts	1490.0		Funds Available:	\$83,000.00	Funds Remaining:	\$55,828.00

Signature Events	<u>Pts Score</u>	<u>Allocation %</u>	<u>Allocation Model Funding</u>	<u>Requested</u>	<u>Recommended Funding</u>	<u>Final Allocation</u>
Orange Park Fall Festival (10/16-17/2021)	210.0	0.202	\$23,221.15	\$17,000.00	\$17,000.00	\$17,000.00
Moosehaven Chili Cookoff (11/13/2021)	225.0	0.216	\$24,879.81	\$10,000.00	\$10,000.00	\$10,000.00
Scottish Highland Games & Festival (2/26/2022)	225.0	0.216	\$24,879.81	\$20,000.00	\$20,000.00	\$20,000.00
Clay County Agricultural Fair (3/31-4/10/2022)	235.0	0.226	\$25,985.58	\$45,000.00	\$25,985.58	\$45,000.00

Moosehaven American Pride (7/4/2022)	145.0	0.139	\$16,033.65	\$10,000.00	\$10,000.00	\$10,000.00
	Total	100.00%	\$115,000.00	\$102,000.00	\$82,985.58	\$102,000.00
Total Pts	1040.0		Funds Available:	\$115,000.00	Funds Remaining:	\$13,000.00

From: webform@claycountygov.com
To: [Kimberly Morgan](#); [Dawn Schull](#); [Connor L. Mathews](#); [Samantha Radomski](#)
Subject: 2021/22 TDC Grant Application
Date: Tuesday, April 19, 2022 5:04:18 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: 2021/22 Clay County TDC Grant Application
Date & Time: 04/19/2022 5:04 PM
Response #: 32
Submitter ID: 20792
IP address: 2600:1702:2d51:10f0:89d6:ae4d:ce8b:f68e
Time to complete: 26 min. , 49 sec.

Survey Details

Page 1

**Clay County Tourist Development Council Grant Application 2021/22
(October 1, 2021 through September 30, 2022)
Deadline for application is July 15, 2021.**

1. General Organization Information

Name of Organization	Art Guild of Orange Park
Event Name	Bella Notte, a Night of Art Under the Stars
Address	5000 US Hwy 17S, Suite 18 #254
City	Fleming Island
State	Florida
Postal Code	32003
Phone	(190) 426-4512
Website	https://artguildoforangepark.org
Contact Name	Phyllis A Renninger
Contact Email Address	prenninger@aol.com
Contact Phone	(904) 264-5121
Contact Cell Phone	(904) 686-4913

2. Requesting Organization's Net Reported Assets in 2019

Upload Document [AGOP Asset report.pdf](#)

3. Event Information

Event Name Bella Notte, a Night of Art Under the Stars

Date(s) of Event September 15, 2022
Time(s) of Event 6 pm - 10 pm
Location of Event Azaleana Manor on the St Johns River
Website <https://artguildoforange.org/special-events/>
Projected Number of Event Attendees 300
Local (Clay County) Attendees 200
Out-of-Town Attendees 100
Projected Number of Vendors 10
Projected Number of Hotel Room Nights 10

TDC Event Marketing Grant Request

The Art Guild of Orange Park (AGOP) is requesting \$3,500 to market Bella Notte outside Clay County. The funds will be used for Print Media, Promotions, Public Relations, and Collateral Marketing (See Marketing Plan).

What method was used to determine your projected numbers for this event?

In alliance with the Art Guild of Orange Park bylaws, AGOP activities and events are developed, managed, and implemented by committee -- lead by a board member and composed of several of the 103 guild members. The Bella Notte event was developed by the Fundraising Committee who developed the plan, conducted research (looked at Jacksonville Art Guild events, local charity/fundraising events, online resources, etc.), discussed ideas with local hosts and vendors, then calculated Bella Notte plans based on those facts. The Committee presented the plan to the AGOP Board of Directors, received unanimous approval, and then presented the budget and plan to the AGOP members for a vote, once again receiving unanimous support. The Bella Notte plan was then broken down to twenty (20) subcommittees to develop details, scheduling, and logistics. One subcommittee, Communications, covers public relations, website, signage, media efforts, etc. The committee chairs of the Fundraising Committee and the Communications sub-committee developed this proposal with the projected numbers and marketing needs.

4. Event History

Date of Past Event 05/25/2021
Location of Past Event Club Continental, Orange Park
Number of Attendees 100
Number of Vendors 3
Estimated Economic Impact \$3,940

How did you estimate the economic impact?

The Art Guild of Orange Park was established in 1973. In support of its mission, the guild conducts art and education events that include at least four major art exhibits, annually, in northeast Florida as well as art workshops in Clay County.

The event listed under “questions 4. Event History” is one of the art exhibits held annually at the Club Continental in Orange Park. The economic impact is \$3,940 based on ticket and art sales. Funds generated at this event support the Art Guild Scholarship fund – awarded to a graduating school senior planning to pursue a career in art.

Bella Notte, the event in this TDC application, is an inaugural event and the first time the guild is attempting to attract art lovers and art supporters from the entire region. AGOP plans to host the event annually, with new themes, to celebrate the arts and artists. The guild plans to grow this experience into a regional marker event. This event also supports the Town of Orange Park as well as the Clay County art and cultural goals to increase art opportunities for the area.

Hotel Room Nights 0

Generated by this Event

How many years has the event existed? 10

What method was used to capture the number of attendees?

The number of attendees was based on ticket sales for the event. The hotel room nights were never tracked in prior events.

What method was used to capture the number of vendors?

Finance and budget information.

What method was used to capture the number of hotel room nights?

The number of hotel rooms was not tracked for the Club Continental event.

Of the number of attendees, how many were day visitors (tourists/visitors from outside of Clay County, but not staying overnight in hotels)? 50

5. 2021/22 Event Information

Share 3 Event Objectives (Please see example in the Grant Guidelines. Objectives must be SMART-Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

1. In support of the Town of Orange Park 20-year Visioning Plan, the Art Guild of Orange Park will create an inaugural culture and art event to generate 300 attendees, sponsorships, and vendor engagement, through both digital and standard print marketing campaign that will run 2 months before the event and target northeast Florida.
2. In support of the Art Guild of Orange Park mission to promote visual fine arts and culture in Clay County, Northeast Florida, neighboring communities, and surrounding areas, AGOP will host a four-hour event on the banks of the St. Johns River in Orange Park, that will grow each year to increase the number of attendees, out-of-town guests, and hotel rooms, through both digital and standard print marketing campaign, that will run 2-3 months before the event and that will result in enhanced public awareness and appreciation of the importance of the Arts.

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2021/22 Event Funding

Event Budget (both revenue and expenditures- [Bella Notte Event Summary Budget.pdf](#)

See example in Grant Guidelines.)

Sponsorship Plan/Commitments [Bella Notte Sponsor Letter .pdf](#)

What alternative source of funding will you seek if your request is not eligible for funding?

The Fundraising and Communication committees have set aside \$2,500 for signage and public relations. If this grant application is approved by TDC, we will increase that budget line by \$3,500 to launch both the

digital and standard print marketing campaign that will run 2 months before the event and target northeast Florida, outside Clay County. If we are not approved, we will only be able to do our initial signage and public relations effort within the county.

7. 2021/22 Event Marketing Plan

See example in Grant [Bella Notte Marketing Plan.pdf](#)

Guidelines. Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc.

[Visitor Survey](#)

8. Emergency Plan (Optional)

Upload Emergency Plan [Bella Notte Emergency Plan.pdf](#)

(traffic and parking plans, inclement weather plan, security plan, evacuation plans, etc.)

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: webform@claycountygov.com
To: [Kimberly Morgan](#); [Dawn Schull](#); [Connor L. Mathews](#); [Samantha Radomski](#)
Subject: 2021/22 TDC Grant Application
Date: Monday, April 25, 2022 1:59:09 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: 2021/22 Clay County TDC Grant Application
Date & Time: 04/25/2022 1:58 PM
Response #: 33
Submitter ID: 20793
IP address: [65.153.221.114](#)
Time to complete: 21 min. , 37 sec.

Survey Details

Page 1

**Clay County Tourist Development Council Grant Application 2021/22
(October 1, 2021 through September 30, 2022)
Deadline for application is July 15, 2021.**

1. General Organization Information

Name of Organization	St Michael's Soldiers Inc
Event Name	Rock the Box 2
Address	1382 Coopers Hawk Way
City	Middleburg
State	Florida
Postal Code	32068
Phone	(904) 307-9080
Website	www.stmichaelsoldiers.org
Contact Name	JIM SIGNORILE
Contact Email Address	jim.signorile@fieldsauto.com
Contact Phone	(904) 307-9080
Contact Cell Phone	(904) 307-9080

2. Requesting Organization's Net Reported Assets in 2019

Upload Document [Statement of Financial Position.pdf](#)

3. Event Information

Event Name Rock the Bock 2

Date(s) of Event 08/13/2022
Time(s) of Event 7pm to 11pm
Location of Event Thrasher Horne Center
Website thcenter.org
Projected Number of Event Attendees 1750

Local (Clay County) Attendees 1000
Out-of-Town Attendees 750
Projected Number of Vendors 1

Projected Number of Hotel Room Nights 100

TDC Event Marketing Grant Request

Respectfully request 3000 dollars in marketing assistance for Rock the Box 2, annual concert honoring our troops, first responders, teachers, medical frontline, and lineman. These that qualify will receive 2 tickets, this concert was advertised all the way to Savannah and south to Tampa, Orlando. The lineup is headlined by 2022 CMA nominee LOCASH and featuring Brett Myers and the Cumberland band.

What method was used to determine your projected numbers for this event?

Based on previous events held at the venue over the last six years of our Help Somebody Series, amount of attendees as well as social media activity from out of town folks.

4. Event History

Date of Past Event 11/12/2016
Location of Past Event Thrasher Horne Center
Number of Attendees 1700
Number of Vendors 1
Estimated Economic Impact 150000

How did you estimate the economic impact?

This was based on a net proceed amount given to several local charities of \$70000. The Economic impact to the area as estimated based on attendees and Social Media Activities, Concession, and Merchandise numbers from the show.

Hotel Room Nights Generated by this Event 100

How many years has the event existed?

6

What method was used to capture the number of attendees?

Thrasher Horne tickets sold as well as corporate partner seats

What method was used to capture the number of vendors?

No vendors

What method was used to capture the number of hotel room nights?

Based on attendees, bands from outside the PMA and fans travelling in for the this special night.

Of the number of attendees, how many were day visitors (tourists/visitors from outside of Clay County, but not staying overnight in hotels)? 500

5. 2021/22 Event Information

Share 3 Event Objectives (Please see example in the Grant Guidelines. Objectives must be SMART-Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

Create an event that brings our troops and first responders from all over the Southeast in a night of brotherhood and great live Country Music, causing an influx of hotel rooms and additional local business uptick for the weekend. A comprehensive targeted digital spend along with TV and radio 6 weeks to a month in advance of the show targeting North to Savannah as well as South through Daytona, Orlando, and Tampa.

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2021/22 Event Funding

Event Budget (both revenue and expenditures- [Budget Rock the Box 2.pdf](#)

See example in Grant Guidelines.)

Sponsorship Plan/Commitments [Budget Rock the Box 2.pdf](#)

What alternative source of funding will you seek if your request is not eligible for funding?

St Michaels Soldiers will secure several corporate partners to make this show a huge success like the others we have held in the past.

7. 2021/22 Event Marketing Plan

See example in Grant Guidelines. Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc. [Budget Rock the Box 2.pdf](#)

[Visitor Survey](#)

8. Emergency Plan (Optional)

Upload Emergency Plan (traffic and parking plans, inclement weather plan, security plan, evacuation plans, etc.)

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: webform@claycountygov.com
To: [Kimberly Morgan](#); [Dawn Schull](#); [Connor L. Mathews](#); [Samantha Radomski](#)
Subject: 2021/22 TDC Grant Application
Date: Thursday, March 17, 2022 1:07:49 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: 2021/22 Clay County TDC Grant Application
Date & Time: 03/17/2022 12:57 PM
Response #: 30
Submitter ID: 20788
IP address: 2603:3010:100:5e00:b50a:a68a:c356:e210
Time to complete: 58 min. , 18 sec.

Survey Details

Page 1

**Clay County Tourist Development Council Grant Application 2021/22
(October 1, 2021 through September 30, 2022)
Deadline for application is July 15, 2021.**

1. General Organization Information

Name of Organization	Airstream Ventures
Event Name	Girl's Lacrosse Showcase
Address	321 Old Hard Road
City	Fleming Island
State	Florida
Postal Code	32003
Phone	(904) 568-0495
Website	airstreamventures.com
Contact Name	Kenedy Grayson
Contact Email Address	kenedy@airstreamventures.com
Contact Phone	(904) 568-0495
Contact Cell Phone	(904) 568-0495

2. Requesting Organization's Net Reported Assets in 2019

Upload Document

3. Event Information

Event Name	Girl's Lacrosse Showcase
-------------------	--------------------------

Date(s) of Event May 28th and 29th
Time(s) of Event 8AM-8PM
Location of Event Plantation Sports Complex
Website claycountygov.com
Projected Number of Event Attendees 1500
Local (Clay County) Attendees 100
Out-of-Town Attendees 1200
Projected Number of Vendors 0
Projected Number of Hotel Room Nights 1000

TDC Event Marketing Grant Request

With Lacrosse being one of the fastest growing sports, we have brought one of the nation's largest college showcase tournament to Clay County. There will not only be players from all over the southeast participating, but over 100 college coaches from around the country will be attending the event and staying in Clay County.

What method was used to determine your projected numbers for this event?

Based on the number of attendees and participants that have signed up through the software portal.

4. Event History

Date of Past Event 05/28/2022
Location of Past Event 0
Number of Attendees 0
Number of Vendors 0
Estimated Economic Impact 0
How did you estimate the economic impact?
 N/A
Hotel Room Nights Generated by this Event 0
How many years has the event existed? 0
What method was used to capture the number of attendees?
 N/A
What method was used to capture the number of vendors?
 N/A
What method was used to capture the number of hotel room nights?
 N/A
Of the number of attendees, how many were day visitors (tourists/visitors from outside of Clay County, but not staying overnight in hotels)? 0

5. 2021/22 Event Information

Share 3 Event Objectives (Please see example in the Grant Guidelines. Objectives must be SMART-

Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

Specific: Driving people to Clay County throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Clay County as a Lacrosse destination.

Measurable: Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the post event survey.

Achievable: Tom West has been connected to the Lacrosse community for years and runs tournaments across the country. With support from the local government and local TDC we can grow this event into a yearly staple within the Clay County community.

Relevant: This event will help support Clay Counties vision as a destination and encourage more events to come to the area.

Time-Bound: We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2021/22 Event Funding

Event Budget (both revenue and expenditures- See example in Grant Guidelines.) [LAX Clay County Budget- May 28-29.xlsx](#)

Sponsorship Plan/Commitments [LAX-Sponsorship Plan.docx](#)

What alternative source of funding will you seek if your request is not eligible for funding?

Event is funded by entry fees and TDC funding. If funding is not given, we will have to look at gaining possible sponsors or potentially having to change the location of the event.

7. 2021/22 Event Marketing Plan

See example in Grant Guidelines. Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc. [LAX-BusinessMarketing Plan.docx](#)

[Visitor Survey](#)

8. Emergency Plan (Optional)

**Upload Emergency Plan
(traffic and parking plans,
inclement weather plan,
security plan, evacuation
plans, etc.)**

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee

DATE: 5/11/2022

FROM: Reginald Kantor, Budget
Manager

SUBJECT: Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):

Yes

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

No

Budget Transactions

<u>Account Name</u>	<u>Account #</u>	<u>Amount</u>
<i>Capital Improvement Plan (CIP) Projects Fund</i>		
Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Kingsley Lake / Infrastructure Expense	FD3003- CC1232- PRJ100360- SC563000	\$61,550
Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Thunderbolt Elementary to Calming Waters Drive / Infrastructure Expense	FD3003- CC1232- PRJ100361- SC563000	\$19,715
Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road / Infrastructure Expense	FD3003- CC1232- PRJ100359-	(\$81,265)

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

ATTACHMENTS:

Description

- Adjustment Worksheet for 5-17-22 F&A

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/11/2022 - 2:47 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 2:49 PM	AnswerNotes

Budget Adjustments for May 17 F&A

Agenda Item Notes	Account	Name	Additional Amount	Reduce Amount	Notes
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-RC331700	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants - Culture and Recreation	-10,000		American Rescue Plan: Humanities for Libraries Grant
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-SC548000	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Promotional Activities	1,500		Humanities public programming at the Libraries
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010082-SC531400	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Operating Supplies	<u>8,500</u>		Humanities public programming at the Libraries
Fund Total			0	0	
Grants Under \$50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-RC331493	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants	-35,000		FDOT - LAP Agreement 2019/2020-193
Grants Under \$50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-SC563000	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / Infrastructure Expense	<u>35,000</u>		Safety Grant to the County for the design of safety imprv on CR220 from west of Lakeshore Drive W to east of Old Hard Road
Fund Total			0	0	
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100360-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Kingsley Lake / Infrastructure Expense	61,550		Sidewalks at Kingsley Lake bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100361-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Thunderbolt Elementary to Calming Waters Drive / Infrastructure Expense	19,715		Sidewalks at Thunderbolt Elementary to Calming Waters Drive (Town Center Blvd) bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100359-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road / Infrastructure Expense		<u>81,265</u>	Sidewalks at CR218 Beyond Taylor Road deferred to FY22/23
Fund Total			81,265	81,265	

KEY
Fund (FD)
Cost Center (CC)
Program (PG)
Project (PRJ)
Grant (GR)
Spend (or Revenue) Category (SC or RC)



**BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA**

May 24, 2022

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

INVOCATION

Commissioner Condon

PLEDGE

LCDR Edward E Tucker III, Supply Corps, USN Ret.

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

PROCLAMATIONS/RESOLUTIONS

1. National Safe Boating Week
2. Memorial Day/Military Service Day

PRESENTATIONS

APPROVAL OF MINUTES

3. Board of County Commissioner Meeting Minutes, May 10, 2022.
4. Finance and Audit Meeting Minutes, May 17, 2022.

PUBLIC COMMENTS

CONSENT AGENDA

5. Acceptance for Final Plat for Recording Rolling Hills Unit 2A (District 5, Commissioner Burke)
6. 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.

7. Consent Agenda Items from the May 17th, 2022 Finance & Audit Committee Meeting

DISCUSSION/UPDATES

ITEMS FOR RATIFICATION

OLD BUSINESS

8. Approval of Opioid Litigation Participation Form for participation in the state-wide settlement agreement with Walgreens
9. Solid Waste Management Brief

PLANNING AND ZONING

NEW BUSINESS

10. First Coast Connector from US 17 to County Road 218 (T. Nagle)
 1. Approval of naming of First Coast Connector - Cathedral Oak Parkway
 2. Approval of Plat of Cathedral Oak Parkway (Reinhold Corporation)
 3. Approval of Plat of Cathedral Oak Parkway (Peters Creek Investment LLP)
 4. Approval of Willow Springs Phase 2 Tract A Replat (Peters Creek Investment LLP)
11. Partial Easement Release Lot 37 Spring Creek at Eagle Harbor, 2509 Sunny Creek Drive, for Pool Construction (District 1, Comm. Cella)
12. Award of RFP No. 21/22-33, CDBG - Junk/Debris Removal and Approval of Agreement (V.Hapner/K.Thomas)
 - 1) Approval to accept staff's evaluation and award RFP No. 21/22-33, CDBG - Junk/Debris Removal to 904 Junk Removal company at the unit prices submitted in the proposal. Approval will be effective after 72 hour period for protest has expired.

2) Additional approval of the accompanying Agreement with 904 Junk Removal at the specified rates listed in Attachment B. Services under this Agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.
 1. 904 Junk Removal = 88.66
 2. Conner Construction and Demolition = 84

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

13. Award of Bid No. 21/22-34, CDBG - Demolition & Removal Services and Accompanying Agreement (K.Smith/V.Hapner)

- 1) Approval to post notice of intent and award Bid No. 21/22-34, CDBG - Demolition & Removal Services to Conner Construction and Demolition at the individual rates provided in the proposal. Approval will be effective after the 72 hour period of protest has expired.

- 2) Additional approval of the accompanying Agreement with Conner Construction and Demolition at the specified rates listed in Attachment B. Services under this agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

CONSTITUTIONAL OFFICERS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

TIME CERTAINS

14. Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B - Fiscal Years 2022-2024
15. 5:00 p.m. or as soon thereafter as can be heard - Adoption of Resolution approving the execution of an Interlocal Agreement with the City of Jacksonville, Florida (the Issuer), approving the issuance by the Issuer of its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022
16. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-04. (District 5, Comm. Burke) Planning Commission voted 6-0 to recommend approval. (M. Brown)

This application is to rezone a 2.07 acre parcel on Henley Road from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner.

17. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider adoption of LDC 2022-02. (District 5 Comm. Burke) Planning Commission voted 3-3 on a motion to approve. (M. Brown)
Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.
18. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-03. (District 1, Comm. Cella) (M. Brown)
This item is being Continued to June 28th. The Fleming Island Citizen Advisory Committee continued this item from April to May, therefore the Planning Commission won't hear this item until its June meeting. This application is to rezone a single parcel (114 Canova Street) totaling 1.61 acres from AR (Agricultural Residential) to PS-1 (Private Services).
19. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2021-14. Planning Commission voted 6-0 to recommend denial of the Code changes.(M. Brown)
This application has been Withdrawn by the Applicant. The application was a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.
20. 5:00 p.m. or as soon thereafter as can be heard - Workshop Topic - Public Hearing to consider Transmittal of CPA-2022-04. (E. Lehman)
This item has been Withdrawn by Staff. It will be amended and readvertised at a later date. The item was a proposed change to LA TRA Policy 1.1.3 which includes reference to the Lake Asbury Adequate Public Facilities (APF) fee. The BCC adopted the mobility fee that addressed the financial system referenced in the policy, including financing many, but not all, of the APF roadways. This change to the policy addresses the construction costs of the entire APF system.

LETTERS FOR ACTION

21. Discussion of Appointments to the Clay County Housing Finance Authority
Applications were received from Roger Higginbotham and James Ryan for the re-appointment of their seats on the Clay County Housing Finance Authority.
22. Acceptance of Resignation From Susan Hill - Tourist Development Council
Susan Hill submitted her resignation from the Tourist Development Council effective June 1, 2022.

LETTERS OF DOCUMENTATION

23. Bid Opening Tabulations

Bid Opening Tabulation for May 10, 2022:

A. RFQ No. 21/22-41, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program

24. Charter Review Commission Minutes March 29, 2022

COMMISSIONERS' COMMENTS

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Streeper, Lisa	Approved	5/18/2022 - 11:49 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	5/18/2022 - 11:49 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ 2022 National Safe Boating Week	Backup Material	5/18/2022	2022_Safe_Boating_Week.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Streeper, Lisa	Approved	5/18/2022 - 11:50 AM	Item Pushed to Agenda

WHEREAS, National Safe Boating Week is observed each year in May, marking the beginning of the summer boating season, to bring attention to important life-saving tips for recreational boaters so that they can have a safe and fun experience out on the water; and

WHEREAS, the U.S. Coast Guard estimates that human error accounts for most boating accidents, not equipment or environmental factors, and that life jackets could prevent nearly 86 percent of boating fatalities; and

WHEREAS, safe boating begins with preparation, which includes basic boating safety procedures such as carrying emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S., and 75 percent of those fatalities are caused by drowning; and

WHEREAS, a significant number of boaters who lost their lives by drowning would still be alive today if they had worn life jackets.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim May 21st through May 27th, 2022, as

SAFE BOATING WEEK IN CLAY COUNTY

and in so doing, supports the efforts of the U.S. Coast Guard and its partners to increase awareness about safe boating practices, and encourages boaters to enjoy the 39 miles of waterways, 13 public boat ramps, and the abundant boating, fishing, and paddling opportunities Clay County has to offer, while practicing safe boating habits and always wearing a life jacket.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 24th day of May 2022.

ATTEST:

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

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

Wayne Bolla, Chairman

Betsy Condon, Vice Chairman

Mike Cella

Jim Renninger

Kristen Burke, DC



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ 2022 Military Service Day	Backup Material	5/18/2022	2022_MILITARY_SERVICE_DAY.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Streeper, Lisa	Approved	5/18/2022 - 11:50 AM	Item Pushed to Agenda

WHEREAS, courageous men and women throughout the history of the United States of America have given a part of their lives to defend our great nation by serving in the United States Armed Forces; and

WHEREAS, many of those men and women have made the ultimate sacrifice in service to our country- a debt of gratitude for which we can never fully repay; and

WHEREAS, those serving now, as well as those who have served in the past, serve with pride and honor and with our greatest respect; and

WHEREAS, In Clay County, we are united by a love of country and proud military heritage, and the conviction that our military service members -past and present- deserve to be honored for their selfless actions and dedication to serving the United States of America, and

WHEREAS, on this day, special recognition is given to the City of Green Cove Springs for their “Tribute to Fallen Soldiers” display in Spring Park, and for their efforts to recognize the dedicated men and women who have bravely served, made sacrifices defending the freedom and our republic, and have returned home as a wounded veteran with honor and pride; and

WHEREAS, the 34th Annual Memorial Day RiverFest celebration in Green Cove Springs will be held on Monday, May 30, 2022, in recognition of the brave men and women of our Armed Forces for their devoted service to the United States of America, and in recognition of the many Wounded Warriors and their families, as well as the brave men and women who have made the ultimate sacrifice defending our freedom.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim Monday, May 30, 2022, in Green Cove Springs, Florida, as

MILITARY SERVICE DAY

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 24th day of May 2022.

ATTEST:

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

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

Wayne Bolla, Chairman

Betsy Condon, Vice Chairman

Mike Cella

Jim Renninger

Kristen Burke, DC



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes, May 10, 2022.	Backup Material	5/19/2022	Board_of_County_Commissioners_Meeting_Minutes_May_10__2022ADA.pdf
Attachments Only for Board of County Commissioners Meeting, May 10, 2022	Backup Material	5/19/2022	Attachments_Only_Board_of_County_Commissioners_Meeting_May_10__2022ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	5/18/2022 - 1:59 PM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

May 10, 2022
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner James Renninger, District 3, gave the Invocation.

PLEDGE

Retired US Army National Guard Brigadier General Michael Fleming, led the Pledge of Allegiance.

Chairman Wayne Bolla said that General Fleming is a career military officer with over 30 years of service, including nine years of service in the U.S. Marine Corps and 27 years in the Army National Guard, where he ultimately retired as a Brigadier General. He earned several military awards, including the Legion of Merit, Florida Cross, and the Florida National Guard Distinguished Service Award. General Fleming continues to serve his country and his community in many ways and is the founder and Chair of the Jacksonville Military Veterans Coalition and the Northeast Florida Military Veteran College Network. He also chairs the Fire Watch initiative to end veterans' suicide.

General Fleming thanked the Board and reiterated that he is the Chairman of the Fire Watch, and the Commission has been so supportive. They have now passed 2,000 watchstanders, and they are trying to reach the 90% who have never served in the military but want to be part of the solution. Fire Watch is doing great things, and they are taking it across the state of Florida.

Chairman Wayne Bolla asked General Fleming if there is a veteran that feels he needs help, how can he get connected with your program. General Fleming said they could go to firewatch.org or call 211, which will take them to direct services.

CALL TO ORDER

Chairman Wayne Bolla called the meeting to order at 4:02 pm.

ROLL CALL

Present: Commissioner District 2 Chairman Wayne Bolla
Commissioner District 4 Vice-Chairman Betsy Condon
Commissioner District 1 Mike Cella
Commissioner District 3 James Renninger
Commissioner District 5 Dr. Kristen T. Burke

Absent: Commission Auditor Heather Boucher

Staff Present: County Manager Howard Wanamaker
County Attorney Courtney K. Grimm

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Fancy (dog) - Dixie (dog) - Casper (cat) - Tina (cat). See Attachment A. If you are interested in adopting a pet, contact - clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated Clay County Animal Services also offers a community rabies and microchip clinic on the first Thursday of every month from 3:00 pm to 5:00 pm. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com.

PROCLAMATIONS/RESOLUTIONS

1. Clay County History Month

Chairman Wayne Bolla and Commissioners encourage residents and visitors to learn more about our county's remarkable history dating back to the Revolutionary War, the turpentine industry, and the planned communities of the Roaring '20s. May is also recognized as National Historic Preservation Month, a time to celebrate the role of history in our lives and the contributions made by those dedicated to preserving the tangible aspects of the heritage that has shaped us as people, fostered local pride and given character to our communities.

Accepting the Proclamation are:

- Honorable Tara Green, Clay County Clerk of Court and Comptroller
- Mary Justino, PIO for Clay County Clerk of Court and Comptroller
- Vishi Garig - Clay County Archives
- David Broskie - Clay County School Superintendent
- Kelly Watt - Social Studies Specialist with Clay County District Schools
- Kimberly Morgan - Director of Tourism and Film Development
- Randy Harris - Chairman of the Historic Preservation Board
- Melissa Clearman - Vice-Chairman of the Historic Preservation Board
- Deirdre Murphy - Board Member of the Historic Preservation Board
- Felicia Hirsch - Board Member of the Historic Preservation Board

- Dr. Maureen Jung - Board Member of the Historic Preservation Board

Vice-Chairman Betsy Condon read the Proclamation for Clay County History Month.

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

Ms. Justino thanked the Board and wanted to make sure that our community and the Board understand that this has been a huge partnership building for several years. There are history articles in the Clay Today and in Neighbor to Neighbor every month. Last week in Clay Today, there was a four-page special insert. It includes twenty-five local historical spots all over the county and is called Celebrate Clay History bingo. The intent is to make history fun. In partnership with county tourism, the school district, Vishi Garig - County Archivist, historical society contributions, and many more, they have developed the content with the idea that parents will hang on to the card all summer long and take their kids out to historical sites all over the county. Ms. Justino noted a hard copy in the paper and an online version that Ms. Morgan will give more details on. Ms. Kimberly Morgan, Director of Tourism, said a copy of the card in the vestibule to get a QR code for an online version. See Attachment B. The QR code leads to a link on exploreclay.com. You will be able to sign-up and see the bingo card on your phone and then check in. After ten visits, you will be entered to win a prize from the Tourism team and all of the great partners they put together to develop the bingo experience for visitors and locals.

Ms. Justino stated that they found a common thread in all the different projects for the students and tour groups. All the fun stuff is being done to expand everyone's awareness about the value of clay county's history. Sometimes we think history is just something that happens somewhere else or only in textbooks, but the truth is history happened here. We can not expect our kids to be proud of where they are from if they do not know anything about it. Ms. Justino explained their goal is to spread all the good stuff about Clay County.

2. May Mann Jennings, Florida Women's Hall of Fame

Chairman Wayne Bolla and Commissioners acknowledge the lifetime of service to the State of Florida by May Mann Jennings and offered their support for her induction into the Florida Women's Hall of Fame this fall. May Mann Jennings' numerous accomplishments in the field of conservation, public health, education, and her lifetime of advocacy for others have contributed to the welfare and progress of the State of Florida more than any other woman in the twentieth century.

Accepting the Proclamation are:

- Dianne Foerster - General Federation Woman's Club - Florida President
- Theresa Crockett - General Federation Woman's Club - Florida Legislative Public Policy Resolutions, Chairman

Annaleasa Winter, Public Information Officer for the Board of County Commissioners, read the Proclamation for May Mann Jennings - Women's Hall of Fame.

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

Ms. Foerster thanked the Commissioners for the honor, and it is appreciated very much. May Mann Jennings is very important to them. She was a pioneer in Florida and is from Clay County; therefore, they feel this is an appropriate place for them and an appropriate proclamation. Ms. Foerster asked citizens to help get Ms. May Mann Jennings into the Women's Hall of Fame through the Governor's office.

Ms. Crockett recognized the GFWC members in the audience and asked Deborah Johnson and Candy Jackson to be in the picture. Ms. Foerster stated the GFWC has over 7,500 members.

PRESENTATIONS

North Florida TPO - Transportation Improvement Program (TIP) for Fiscal Years 2022/2023 through 2026/2027 (Elizabeth de Jesus)

The North Florida TPO is developing the Transportation Improvement Program (TIP) for Fiscal Years 2022/2023 through 2026/2027. The TIP identifies all publicly funded highway, transit and aviation projects within the North Florida TPO area which includes Clay, Duval, Nassau and St. Johns Counties.

Elizabeth de Jesus, Transportation Programs Manager at North Florida TPO (Transportation Planning Organization), presented a PowerPoint presentation attached to the agenda to the Board regarding the Transportation Improvement Program. Ms. de Jesus noted the TIP's responsibility is the short-range transportation plan for the urbanized area. There are several scheduled public meetings, and she is halfway through those meetings. The virtual public meeting is on May 24, 2022, from 4:30 to 5:30 pm. June 9, 2022, the approval date is at the North Florida TPO, 980 North Jefferson Street, at 10:00 am. Ms. de Jesus noted the projects listed in the TIP.

- I-295 (SR 9A) at Roosevelt Boulevard to South of Wells Road - Interchange Modification - 2024
- Blanding Boulevard (SR 21) from South of Wells Road to North of Argyle Forest Boulevard - Intersection Improvement - 2023
- Blanding Boulevard (SR 21) from CR 215 to CR 218 - Resurfacing - 2023
- CR 220 - Add Lanes and Reconstruct from Henley Road (CR 209) to Knight Boxx Road (CR 220B) - 2023 (FDOT)
- CR 220 - Add Lanes and Reconstruct from Henley Road (CR 209) to Knight Boxx Road (CR 220B) - 2024 (Clay)
- Kingsley Avenue - Resurfacing - East of Blanding Boulevard (SR 21) to West of US 17 (SR 15) - 2023
- US 17 (SR 15) - Resurfacing - North of Eagle Harbor Parkway to Doctors Inlet

Bridge - 2023

- US 17 (SR 15) Resurfacing - Water Oak Lane to Eagle Harbor Parkway - 2024
- US 17 (SR 15) Resurfacing - Oak Street to Black Creek - 2026
- US 17 (SR 15) Resurfacing - from the Putnam County line to Sweat Road
- US 17(SR 15) Intersection Improvement - From Water Oak Lane to North of Eagle Harbor Parkway
- US 17 (SR 15) Bike Path/Trail - From Ball Road to Black Creek Trail
- SR 16 South Fork of Black Creek Bridge No. 710022
- First Coast Expressway (SR 23) New Road Construction
- First Coast Expressway (SR 23) New Road Construction - from North SR 16 to North of Blanding Boulevard (SR 21)
- First Coast Expressway (SR 23) New Road Construction - From East of CR 16A (SPUR) to East of CR 209

Karen Tolley, Florida Department of Transportation, addressed the Board regarding an update on the TIP. Ms. Tolley said the section of the First Coast Expressway from East of 209 to North of SR 16 already has some construction started. Ms. Tolley referenced the balance of the project in the presentation. It will not be open by 2023. It is estimated to be a 1.5 to 2-year project. Chairman Wayne Bolla asked if it would be open by 2024. Ms. Tolley said she expects by 2024, if there are no hurricanes, no other weather impacts, and other economic impacts.

Commissioner James Renninger asked for clarification on the first project, I-295 (SR 9A) at Roosevelt Boulevard to South of Wells Road - Interchange Modification - 2024. Ms. de Jesus said this project would add lanes to the interchange, including Wells Road, Orange Park Road, Eldridge Avenue, and the East/Westbound off-ramps. Chairman Bolla asked when the New Shands Bridge is expected to be completed. Ms. de Jesus said construction would begin this year. Ms. Tolley said the new bridge would take several years to complete. FDOT does have a website <http://nflroads.com/>. The website links the specific roads, including the First Coast Expressway. It has several documents, including the plans, segments, toll entries, and an estimate of the construction timeframe. It is the best place to look for information regarding the project.

Chairman Bolla said he knows the project is ahead of schedule because the bridge funding was moved by a year. The bridge is a key thing to Clay County. Ms. Dolby agreed with Chairman Bolla and said Ms. de Jesus would present on the next segment located on the St. Johns County side, which will connect CR 16 A SPUR to I-95. Chairman Bolla asked for an update regarding CR 16 because of the congestion-related 2022 Fair traffic. Commissioner Mike Cella said it was from the interchange to the East of CR 17. Ms. de Jesus, the county requested a study, which will be completed during this next fiscal year. The general idea of the study is to look at potential access management, land use planning, and major intersections to determine what steps can be taken to prevent the deterioration of the operating performance of SR 16 from US 17 through Penny Farms to SR 21. This is planned for the next fiscal year, which will begin July 1, 2022. The plan is to begin by working with County Staff to have a scope of the study and then present an update to the Board. Chairman Bolla asked if all of the projects presented today are fully funded. Ms. de Jesus said they are in the program, yes. Commissioner Renninger asked for the website for these projects to be stated again. Ms. Tolley said <http://nflroads.com/>. Ms. de Jesus said the website is the best place to get information regarding any project.

Investment Committee Update

Investment report for 1st Quarter and 2nd Quarter FY 21/22

Honorable Tara S. Green, Clay County Clerk of Court and Comptroller, addressed the Board regarding the Investment Committee update. Clerk and Comptroller Green said she would give a recap, and Ms. Amy Bramlitt would give an overview of the actions by the Committee. She also noted that Chairman Wayne Bolla is the newest member of the Investment Committee. Finally, Clerk and Comptroller Green did a recap of the October 2021 - March 2022 actions:

- Took \$110.5M excess cash from Wells Fargo and moved \$50.0M to Florida Class and \$60.5M to Florida Prime
- Moved \$33.3M to Florida Prime from Florida Safe

Amy Bramlitt, Finance Officer, continued the update from the Investment Committee.

Market Update:

- Federal Reserve raised interest rates in March for the first time since 2018
 - Strong economic activity and low unemployment rate
 - Inflation remains elevated "reflecting supply and demand imbalances related to the pandemic and higher energy prices"
- Federal Fund Rate targeted from 0.25% to 0.50%
- Anticipates the future increases will be needed
 - Economists state that they could potentially raise the target rate an additional 50 basis points in May and then another 50 basis points in June
- Sends a message that the Federal Reserve is moving to a tighter monetary policy from a neutral policy

Ms. Bramlitt said we would continue to watch the market to invest prudently to improve yields. Ms. Bramlitt referenced a chart in the presentation of the Market Outlook, which came from Wells Fargo. The chart includes trends of historical and predicted Fed Funds Target (FFT). This forecast has negatively affected current long-term investments but will increase yields in the future. Ms. Bramlitt said by the end of 2018, the Federal Funds were 2.5 and had since dipped down to 0.25 and was nearing close to 0. Some said it was probably going to go negative. However, they did increase it from 0.25 to 0.50. basis points, but the Federal Reserve projections are expected to raise rates so that by the end of the calendar year/beginning of the first quarter, it should be back to the 2018 level. As a result, fixed income will see a better return on those funds.

Description of the Invested Funds:

- Florida Prime - (Daily Liquidity)
 - Intergovernmental investment pool and currently serves over 700 participants across the state
 - Pooled assets of \$20.2 billion as of 3-24-2022 and is invested in short-term, high quality fixed income securities
 - Pool rated AAA by Standard & Poor's

- Florida Class - (3-5 Day liquidity)
 - Intergovernmental investment pool with a longer term investment strategy generating a higher return
 - Pooled assets of \$569.9 million as of 3-30-2022
 - Value is affected by current interest rates
 - Pool rated AAAf/S1 by Fitch
- PFM/US Bank
 - Bond investments in PFM's Pooled funds and US Treasuries recommended by Financial Advisor

Ms. Bramlitt referenced a cash and investments snapshot of where all of the money is as of 3-31-2022. There is \$440.7M in cash, which is quite a bit to invest and use. Wells Fargo is an active account with almost \$70M. There is \$93M in the Bond portfolio, earning an average of 2.6% in FY 2022. The chart reports the actual amount for the first quarter and second quarter. The Florida Pam Bond investments are the short-term money to pay for the construction. It only earns 0.09% because that is the money used to pay those particular bills. Florida Class is the new one with 30 basis points and has increased interest in the second quarter with some of those growing interest rates. Lastly, the biggest investment is Florida Prime, which earned approximately \$125,000.00.

Ms. Bramlitt referenced a very detailed chart in the presentation, which summarizes Cash and Investments. It is the required information for the Board and the public. Everything in green is within the investment policy. Certain percentages cannot exceed in various types of investments. She highlighted that the S&P-rated GIP index is an index in the policy the financial advisors use. It needs to be looked at when a portfolio gets below that amount for an extended period. That is why the decision was made to move money out of Florida Safe and into other funds, which has proven to be a good move. The fair market value of the investments is reported as required disclosures. However, they will be held to term, and there will be no difference in the amount invested and the amount taken out of those funds. In the presentation, Ms. Bramlitt references a net earnings by investments FY 2021-2022 chart. The County has good and quality investments.

Commissioner James Renninger asked for clarification regarding a Wells Fargo reported interest rate on a slide from the presentation. Ms. Bramlitt said the County earns 25 basis points for everything there, with the caveat is they offset the banking fees. Therefore, the County is positive about the interest. However, it is a little misleading because the County pays all the banking fees, including cleared checks, ACHs, etc. Future reports can update with gross and net. Commissioner Renninger asked for clarification on the term excess cash. Ms. Bramlitt said excess cash is cash not needed for immediate payment of operating expenses, which means those funds can be invested in a good matching term of maturity to make a little extra money to provide services within the County. Then have it available when it is time for a construction project or work on several other projects. Commissioner Renninger asked where the excess cash came from. Ms. Bramlitt said excess cash comes from ad valorem, fuel taxes, and all the different tax base revenues, all in different funds with specific requirements to use the money. Commissioner Renninger stated for clarity the County gives a discount to pay taxes early, and people do. They pay all of their taxes in November. The County sits on that to run the County for the rest of the year.

APPROVAL OF MINUTES

3. Board of County Commissioners Meeting Minutes, April 26, 2022.
4. Finance and Audit Meeting Minutes, May 3, 2022.

Commissioner James Renninger made a motion for approval of the April 26, 2022, BCC meeting minutes and May 3, 2022, Finance and Audit meeting minutes, seconded by Commissioner Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for the public comment at 4:44 pm.

Nancy McDaniels, 1648 Sandy Hollow Loop, Middleburg, Florida 32065, addressed the Board regarding her disapproval of agenda item 18-LDC-2021-14. Ms. McDaniels said she provided pictures for the Board. See Attachment C. She said she understands the Board closed the item, but she still desired to express how her community feels on the matter. The community is faced with a six-story building on the property line of the neighborhood. She said she had been faced with challenges from this since January. We do not need six-story storage units in this County. The County does not need 6-story builds for anything. Our headquarters is only four stories. We do not need tall buildings next to any neighborhood. Many of the neighbors here in the audience do not want that building.

Katie Wigginton, 1646 Sandy Hollow Loop, Middleburg, Florida, 32068, addressed the Board's disapproval of agenda item 18-LDC-2021-14. She said she has spoken to many neighbors in Sandy Hollow. The different neighborhoods have participated in many meetings about the College Drive Initiative. No one is opposed to businesses coming into that end of the College Drive. We would love to see restaurants and family-friendly businesses. However, the neighbors have real safety concerns. We are the closest neighborhood to the light of Old Jennings. It is the last neighborhood that the child walks to Doctors Inlet Elementary school. Every child who goes to that school is transported by a parent or walks. Only one crossing guard is at College Drive and CR 220. Ms. Wigginton suggested that the County look at business operation times and subsequent safety steps to be implemented. Some younger children walk to school with a parent, but most walk by themselves. It is great fear to many in the neighborhood. Many residents have grandchildren that walk that road to go to that school. She has even spoken with business owners who want to see other thriving businesses. She wants to see Clay County stay a family-oriented community, not one that slaps up businesses to get revenue. Ms. Wigginton asked what kind of revenue storage units bring in that there are so many are being built. Chairman Wayne Bolla said they must bring in enough revenue for private investors to invest in them, or they would all go bankrupt. Therefore, people are using them. Ms. Wigginton said someone called existing storage facilities in Clay County and was told many of them are only 70% full.

Dennis Metheny, 1825 B Green Spring Circle, Fleming Island, Florida 32003,

addressed the Board, thanking them but stating he wanted to withhold positive or negative feedback since the item was withdrawn. However, Mr. Metheny did say he was at the Planning Commission meeting and was happy the vote was 6-0. He said he would be back when the item does come before the Board.

Gloria Solomon, 345 Aries Drive, Orange Park, Florida 32073, addressed the Board regarding her disapproval of item 18 - LDC-2021-14. She said she is a long-time resident of Clay County. It has become home. Ms. Solomon expressed her concern about the growth and density of Clay County and asked why any council would agree to allow any developer to change Clay County zoning. That should be up to the constituency and the Boards that are elected. The County should stay the way residents want it instead of it growing in leaps and bounds unrestricted. The zoning is there for a reason. She said she could see where allowing a variance for a specific piece of property is appropriate. However, she does not agree with letting someone come in and change it across the County.

Connie Thomas, College Drive Initiative, addressed the Board regarding several initiatives coming into play. Ms. Thomas said several things in the County that the community is buying in on and are positive for the County. The citizens are working hard to see things come to fruition. Ms. Thomas suggested that when the County is working on initiatives, special districting should be considered or a small moratorium. Then, they can do their job and get things up and running to allow for the initiative. It takes a while with community members because it requires a lot of meetings to bring things together. It is a real challenge to fight a mini-storage project while at the same time trying to get the initiative running and make something really special. Ms. Thomas requested just some time to work.

Hearing no other comments, Chairman Wayne Bolla closed public comment at 4:55 pm.

CONSENT AGENDA

5. Consent Agenda Items from the May 3, 2022 Finance & Audit Committee Meeting

6. Approval of Resolution 89-21R(C) updating the Planning Districts map.
Resolution 89-21R(C) will amend the previous resolution by replacing Exhibit A (the Planning Districts Map) with an updated map in order to correct an error found in one of the planning district names and to rename a second planning district. The Doctors Inlet/Ridgewood planning district was previously mislabeled as Doctors Inlet/Ridge on the earlier map. The Penney Farms/Asbury planning district will be renamed the Lake Asbury/Penney Farms planning district.

7. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order

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

Vice-Chairman Betsy Condon made a motion for approval of the consent agenda, seconded by Commissioner Mike Cella. Which carried 5-0.

DISCUSSION/UPDATES

8. Progress Report on the Bonded Transportation Program (E. Dendor)

Ed Dendor, Bonded Transportation Program Manager, gave the Board a progress report on the bonded transportation program. Mr. Dendor said the designers continue with their design and permitting processes with input from the contractors from Projects 1, 2, 3, 4, 5, and 6A. Project 6B the County and Superior Construction Company Southeast, LLC circulated draft agreements between the organizations for review and signatures for the design build contract for the First Coast Connector. There will be a kick-off meeting tomorrow for that project. Project 1 - CR 218 from Cosmos Avenue to Pine Tree Lane, Anderson Columbia, mobilized the week of the April 25th and started clearing work for the four pond sites that exist for that project. Project #4 (Sandridge Road) on April 5th and 6th, the project team held value engineering sessions with the designer, contractor, WGI, and County representatives to manage the project scope within the project budget and work toward a guaranteed maximum price (GMP) for this project. Final recommendations are being formulated. Mr. Dendor said he presented a program overview for the Northeast Florida Builders Association for community outreach. The meeting was held at the Holiday Inn on Wells Road. He will participate in a presentation next week at the First Coast Summit. Furthermore there will be a groundbreaking ceremony this summer near the CR 218 project. Finally, there will be an open house informational session for all 5 CMAR projects later this summer or early fall. Overall, as the turbulent economic world continues to spiral in unforeseen ways, the team continues to refine the Bonded Transportation Program financial forecast while considering pricing variables and changing commodities as we continue to refine the scope to remain in the BTP finance budget.

Commissioner James Renninger asked what the one near miss was. Mr. Dendor said the survey team WGI was out in the field and got their four-wheel-drive pick-up truck stuck in the mud. A wrecker pulled it from the mud and nicked a tree. Mr. Dendor did a thorough investigation. Commissioner Renninger asked for a near miss to be included in future reports. Mr. Dendor said he would include them if they happen in the future.

Commissioner Mike Cella said he is starting to get phone calls about what will happen to their properties as these projects begin. He asked Mr. Dendor what the best way to handle these questions was. Mr. Dendor said to manage the expectation and answer questions. The County website is the best place. Questions can be funneled to him either via the website or the Board. Someone came to the engineering floor, and he was able to walk them through the projects. Many people want to know how their personal

property will be affected right now. However, most projects are not finished with the design yet, so it is difficult to answer those questions. Mr. Dendor said he would entertain and attempt to answer questions as they went along.

9. Business Tax Update (T. Nagle)

Troy Nagle, Assistant County Manager, presented a PowerPoint presentation to the board regarding the business tax update. See attachment I.

Local Business Tax:

- Enacted by Ordinance
- Most counties collect through the Tax Collector (20% admin fee)
- Exemptions are allowed per Statute (Various businesses)
- Not a Revenue Generator
- Benefits
 - Allows analysis of businesses in the county
 - Allows Public Safety to have an accurate list of all businesses

Requirements:

- Beginning October 1, 1995, a county or municipality that has not adopted a business tax ordinance or resolution may adopt a business tax ordinance.
- The business tax rate structure and classifications in the adopted ordinance must be reasonable and based upon the rate structure and classifications prescribed in ordinances adopted by adjacent local governments that have implemented s.205.0535.
- If no adjacent local government has implemented s.205.0535, or if the governing body of the county or municipality finds that the rate structures or classifications of adjacent local governments are unreasonable, the rate structure or classifications prescribed in its ordinance may be based upon those prescribed in ordinances adopted by local governments that have implemented s.205.0535 in counties or municipalities that have a comparable population.

Mr. Nagle referenced a slide reporting on comparable counties that have a study Clay County could use in the presentation. He noted although Alachua, Leon, Hernando, and Bay County could be considered comparable counties, they do not have a Business Tax. However, Escambia County exceeds Clay County's population by over 100,000, so it would not be comparable. Staff recommends looking at Martin and Indian River Counties, but that is at the pleasure of the Board. Courtney Grimm, County Attorney, said that staff looked for an adjacent county to a model based on the statutory language and tried to determine whether or not they had completed a study. Many of them had difficulty determining if they had completed a study because it would have been done in the 1995 timeframe. Duval did do the study. However, to move passed Duval, the Board would have to determine that it is unreasonable and not comparable for all the reasons Mr. Nagle said. Then you move to comparable population-wise. All counties above Clay County population-wise do not qualify because they have not done the study. One of them was St. Johns County, but they did not qualify. Charlotte, Indian River, and Martin are all below us. Something to consider is the way the statute reads, and because of how

Clay County will have to adopt it under the statute, we are not allowed ever to increase the business tax. Therefore, the statute's only outlet is to repeal it or reduce it.

Questions from Last Meeting:

- Reached out to St. Johns, Indian River, and Duval for Process
- None actively look for violators however, will:
 - send letters if they fail to register after previously registering
- Zoning
 - Self attestation is most common
- If complaint is filed, the action is then:
 - Send a letter or send to code enforcement for action
- Exempt Businesses:
 - If not required to have one by statute, then they are not listed (these are very limited)
 - If exempt from paying, then a \$0 tax receipt is issued (same information is still collected)

Mr. Nagle referenced a slide in the presentation describing Exemptions per Florida Statute. He noted that the bottom part of the report does not require a business tax receipt. The top part of the report is entitled to an exemption from a business tax receipt fee. However, it is considered a \$0 business tax since they are exempt from paying.

Mr. Nagle referenced a fee generation report. It has projections for assumed fees and expenses.

Commissioner Mike Cella asked how businesses first identify the first roll of business to receive letters about the tax if the County does not have a list. Mr. Nagle suggested reaching out to the Property Appraisers office and notifying the person who owns the property. Commissioner Cella said if the County does not catch a business the first year, that business could ride for years without receiving a letter. Commissioner Cella asked how business is going to be defined. County Attorney Grimm said it is a statutory definition. It is in the draft ordinance and set by statute—the reason being the way the exemptions are set. Chairman Bolla asked if the County could tie any future Federal Assistant criteria to recognizing the business license of Clay County. Mr. Nagle said yes. Commissioner Kristen Burke said it would be an advantage and a positive way to let people know they are there. Commissioner Mike Cella said he could argue the opposite. For example, if someone pays their business tax and receives a business tax receipt and does not do the job they are supposed to, someone could come to the Board and say the Board allowed them to be in business because they were sold a business tax receipt. Commissioner Burke noted the business tax is not recognizing the quality of work. The purpose is to know these business exist in the County simply. Chairman Bolla expressed his concern that Clay County will never be able to raise the rate once it is adopted.

Commissioner Mike Cella noted that Council Member Royal of Green Cove Springs volunteered to speak to the Board regarding a business tax receipt. Van Royal, Council Member of Green Cove Springs, addressed the Board regarding the business tax receipt process for the City of Green Cove Springs. Council Member Royal said he had supported it because it is a good registration system. However, he is concerned for the

County to adopt a similar business tax because that would be double taxation. He said the City of Green Cove Springs would be happy to share their list and information with the County. Chairman Wayne Bolla said if the County adopts the tax, they must tax every municipality. Courtney Grimm, County Attorney, said if Clay County adopts the tax, it must give a portion of the tax to the City of Green Cove Springs. Council Member Royal asked for clarity regarding the fee. County Attorney Grimm said the fee is approximately \$40.00, much less than Green Cove Springs. Council Member Royal expressed his concern about businesses responsible for two tax receipts. Mr. Nagle said by statute, the County cannot exempt any municipalities. Council Member Royal said it is a good idea. It gives people a list and lets people know who is doing what.

Courtney Grimm, County Attorney, said there are public hearing requirements due to the statute. The ordinance draft will be updated, and the advertisement for a public hearing will be in the first week of June. Chairman Bolla said he thinks the County should go with the higher rate. Commissioner Renninger noted that the higher rate of \$40.00 is cheaper than Green Cove Springs and Orange Park. He asked if there is a way to assess the impact this would have on the municipalities. Mr. Nagle said a report on the last page of the presentation lists the percentages. Commissioner Kristen Burke asked how a municipality could adopt such a high rate. County Attorney Grimm said they did not do it under the study. Certain classifications were allowed if a municipality adopted the tax during a certain timeframe. Vice-Chairman Condon said she is still a no. She has been a no the whole time. She does not believe government belongs in people's businesses. She said the EDC could provide business information to Clay County. That would illuminate the need to tax people for the information. Commissioner Burke asked if the County could get the list from the EDC. Mr. Nagle said that list does not give a comprehensive list of all the businesses in Clay County. It will only give the types of businesses. Chairman Wayne Bolla instructed staff to go ahead with writing the ordinance. The Board will vote on it after the public hearing in June.

OLD BUSINESS

PLANNING AND ZONING

NEW BUSINESS

10. Lien Reduction

Case No. CE-20-033; 105 Suzanne Avenue, Orange Park, Florida
Emil David Bay, previous property owner
James and Robin Stowers, current property owners

Chereese Stewart, Assistant County Manager, addressed the Board regarding lien reduction case number CE-20-033, 105 Suzanne Avenue, Orange Park, Florida. Ms. Stewart said Emil David Bay was the previous property owner and was the property owner when the case became active. The case was active for one year, eight months, and twenty-seven days for the violation of junk, trash, debris, and an overgrown yard. The Code Enforcement Special Magistrate imposed a fine of \$50.00 a day beginning August 21, 2020. As of December 8, 2021, the violations were corrected. The lien totals \$23,850.00. Staff's costs after 41 documents and eight inspections are calculated to be

\$1,620.00. On April 7, 2022, Special Magistrate Hartin recommended that the \$23,850.00 lien be reduced to \$1,620.00. Her decision was based on the fact that the previous owner had serious mental and physical health issues and could not maintain the property. Also, the current owners, Mr. and Mrs. Stowers, spent approximately \$13,000.00 to clean up the property, which took about 20 days.

James Stowers, Current Property Owner, addressed the Board regarding CE-20-033. Mr. Stowers said he grew up with Mr. Bay. Mr. Bay's parents passed away, and he has had some challenges over the years. Mr. Stowers has helped Mr. Bay clean up the property a couple of times. It got to a point where Mr. Bay could not care for himself. Mr. Stowers worked with Mr. Bay's ex-wife and daughter to get him medical help. He is doing well. Mr. Bay is now living in Texas with his daughter. Mr. Stowers and his wife assumed the property from him and cleaned it. He said it was atrocious. He said it was challenging to get it cleaned up in 20 days. However, he said he was happy to get it cleaned up to the point that the fines stopped and appreciate anything the Board could do for him.

Gloria Neely, Friend of Mr. and Mrs. Stowers, addressed the Board on behalf of Mr. and Mrs. Stowers. She said the Stowers had done a phenomenal job cleaning up the property. The property was atrocious, but they were diligent. It was so bad you couldn't even see a lot of things. However, they worked every day after work, every Sunday after church, and constantly cleaned. They had people stop to help, give a thumbs up, and say thank you.

Commissioner James Renninger made a motion for approval to reduce the lien amount to zero, seconded by Vice-Chairman Betsy Condon, which carried 5-0.

11. Request to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreements for the purchase of identified real property for the Bonded Transportation Program and Facilities Department

Courtney Grimm, County Attorney, addressed the Board regarding the request to use an alternative procedure to notice public hearings for consideration of potential purchase and sale agreements for the purchase of identified real property for the BTP and Facilities Department. There is a list of identified and listed properties attached to the agenda. The request is for the Board to approve the alternative procedures to allow the properties to be pursued. Many of the properties are in connection with the Bonded Transportation Program. Some of them will be used for ponds. Others will have to have more work done for the acquisition of right-of-way. There are additional ones in connection with facilities needs. There has not been a determination to enter into a purchase and sale agreement. That will have to come back before the Board. This request authorizes the alternative procedure.

Commissioner James Renninger asked for clarity regarding the purpose. County Attorney Grimm said the alternative procedure allows the timeframe to be reduced to bring a matter back to the Board. The Florida Statute has a 30-day notice with certain provisions to protect the appraisals and information from the public records. However, because this is being handled, the information does not need to be protected, especially

for the Bonded Transportation Program. The County is providing the appraisals immediately to the people for negotiation purposes. This will reduce the timeframe to provide notice to five days and bring the purchase and sale agreement more quickly.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0.

CONSTITUTIONAL OFFICERS

No comments were made by Constitutional Officers.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, was not present for comment.

COUNTY ATTORNEY

Courtney Grimm, County Attorney, noted to keep the Board apprised of the progress of the Charter Review Committee. There are three ballot items they are trying to forward and they had to have three public hearings. They held the first public hearing and the second and third are set for May 16, and May 31, 2022.

Chairman Wayne Bolla asked if they as a Commission could put out a referendum if they wanted to and what would the deadline be. County Attorney Grimm said they could and the deadline would be the middle of July.

COUNTY MANAGER

Howard Wanamaker, County Manager, noted that the impact fee study was kicked off yesterday. James Edison and Molly McKay with Willdan Financial Services came and gave an introduction and talked about the approach and the collection of data. CCSO, Clerk's Office, and all the department heads were present at the meeting. Staff feels that time is of the essence with this; with everything going on and things keep growing, they will work diligently to obtain the data and bring it before the Board.

County Manager Wanamaker noted that the workshop held this morning was very productive regarding the solid waste management study. Many of the items from the discussion will be coming up at the next BCC meeting. The topics covered were tonnage of drop-offs per year, recycling, funding, ordinances, and RFPs.

TIME CERTAINS

12. 5:00 p.m. or as soon thereafter as can be heard - Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals International Association of Firefighters Local 3362- Fiscal

Years 2022-2024

Chief Lorin Mock and Lieutenant Eric Soles, President of the International Firefighters Labor Union, addressed the Board regarding the collective bargaining agreement between Clay County and the Clay County Fire/Rescue Professionals International Associations of Firefighters Local 3362 for fiscal years 2022/2024. Chief Mock said that Lieutenant Soles has been in negotiations with the labor union as well as himself on behalf of public safety, he is representing his bargaining team, and Chief Mock is representing the management bargaining team. They successfully concluded negotiations a few days ago. As a result, the union was able to vote on the proposal before the Board, they had a fairly large unanimous vote in favor, and they stand before the Board presenting that agreement with the Firefighters Local 3362. It is a three-year agreement that will commence on December 22, 2022.

Chairman Wayne Bolla said that is great news and commended both gentlemen. It was a tough one, and they worked many hours getting it right. The Board is happy, and he hopes the union is happy. Lieutenant Soles thanked the Board, staff, and administrative team with the fire department. They started a hard march back in September, and he also thanked the citizens and his fellow firefighters for their support. Lieutenant Soles said, "mission accomplished." Chairman Bolla said we really appreciate what you all do, and honestly, we can not do enough for you all.

Vice-Chairman Betsy Condon made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0

13. 5:00 p.m. or as soon thereafter as can be heard - Confirmation of Clay County Precincts and Polling Places recommended by Supervisor of Elections Chris Chambless

Honorable Chris Chambless, Supervisor of Elections, addressed the Board regarding the confirmation of Clay County precincts and polling places. Supervisor of Elections Chambless acknowledged the collaborative effort of Troy Nagle, Assistant County Manager, and the GIS team. Specifically Ann Chaney, Management Information Services GIS, Holly DePaul, Elections Services Manager, and her GIS team, specifically Anthony Manzano. Over the years, re-precinting has evolved significantly with the evolution of early voting and no-excuse vote by mail, which accounted for more than 80% of the total vote in the 2020 General Election. Additionally, 20% of the vote in the 2020 Presidential election happened at the precinct. It is a fundamental shift in the way citizens are casting their ballots. That has allowed for an increased number of voters assigned to a precinct.

The new idea is this: polling locations with ample and accessible parking and spacious rooms allow for more equipment to accommodate more voters. To meet the needs of Clay County voters while minimizing wait times for voting, precincts are equipped to match the availability of the room and the parking. For example, nearly half of all polling

locations in Clay County can check in 4 to 6 voters at any given time. Additionally, one of the other bottlenecks in the process is that multiple ballot tabulators have been placed at each polling location, allowing voters to complete their ballot and cast it simultaneously. In past years, precincts were primarily by representative district lines. While this is primarily a considerable advancement in the ballot on demand, technology reduces the risk of voters not getting their specific ballot style and better security. It is much easier to secure blank paper than for ballots, and when the supply of blank paper is not used in the primary, it can then be used for the General Election. This is extremely important because of the supply chain issues. Acquiring enough paper can be a challenge. Lastly, it virtually eliminates waste. There is nothing more painful than paying for the ballots that are not used because you are producing them on the front end of the process, but because of the ballot on demand, when a voter authenticates themselves at the ballot polling location is produced at that moment. What is even more painful is when we have to pay to have that unused ballot securely shredded after the Election. Even with these changes, the focus is primarily on the immediate growth of certain areas, including Lake Asbury, Oak Leaf, and Green Cove Springs.

Supervisor of Elections Chambless referenced the Supervisor of Elections website: www.clayelections.gov and gave the Board a handout for information. See Attachment D. The proposed re-precincts changes for 2022, which includes all voters active and inactive, pre-registries. The moves were approximate for location and population.

Boundary Changes

- Precinct 112--Clay County Utility Authority
 - Fox Meadows moved to Precinct 110--Middleburg Civic Center
 - 7,400 to 5,900
 - Only 3 splits due to large number of CBDs
- Precinct 302--St. Johns River State College
 - 530 voters Westside of Night Box moved to Precinct 500--Pinewood Presbyterian Church
 - 3,000 total voters
 - Eliminated all of the BCC splits created by the reapportionments
- Precinct 304--Salvation Army
 - increase 184 voters
- Precinct 600--Russel Baptist Church
 - Moved voters North of Sandridge Road and East of Henley to Precinct 310--Clay County Shrine Club
 - 6,000 to 6,500
 - Facility can handle more people
 - 3 Tabulators within that facility

- Precinct 608--Green Cove Springs Church of Christ
 - CR 315 Traceland and Edgewater Estates

Supervisor of Elections Chambless said all of the changes that were made were made for the benefit of the voter. It also provides in certain areas room to grow. The largest polling location is approximately 10,000 voters.

- Precinct 113--Oak Leaf Baptist Church
 - 10,000 voters
 - Spacious Room
 - Ample Parking
- Precinct 115--Oakleaf Plantation Athletic Center
 - 10,000 voters
- Precinct 116--Argyle Elementary School
 - 10,000 voters
 - The only school because schools are a security risk.

The plan that has been put into place will not take us to the next redistricting year because the growth is too heavy for that. Therefore, we cannot poll locations. PUD and DRI's are limiting accessible space to allow for voting. Supervisor of Elections Chambless encouraged the Board to encourage new communities to consider 1,000 square feet per 5,000 voters for Community Centers to be used for polling locations. Chairman Wayne Bolla recommended Libraries. The Supervisor of Election said libraries would be great if they had ample space in the facility and parking lot. Chairman Bolla asked how long these changes would stay in place before they would need to be changed again. Supervisor of Elections Chambless said on the short side of four years and the long side of six years. It depends on the number of locations that come into these areas to allow growth. Vice-Chairman Betsy Condon said the video that explained election security was excellent, and she enjoyed going to the expo. Chairman Bolla asked how the changes were going to be communicated. Supervisor of Elections said:

- Information cards to every single voter in the county
- Probably the first week of June
- Sample ballot will have all precinct locations
- Postcard after the primary for the General Election

Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

14. 5:00 p.m. or as soon thereafter as can be heard - Presentations for RFQ No. 21/22-17, Professional Engineering Services for Stormwater Modeling (K.Smith/T. Abernathy)

Presentations from two Firms for RFQ No. 21/22-17, Professional Engineering Services for Stormwater Modeling. Firms have been requested to provide a 5-10 minute presentation. Presentations will be given in alphabetical order.

Jones Edmunds & Associates, Inc. = 92.00
 Stinghofen & Associates, Inc. = 93.00

Following presentations, the Board will conduct a final ranking. Staff will then begin negotiations with the number one ranked firm. A committee consisting of ACM T. Nagle, Deputy Director of Engineering, and Public Works Director performed the initial evaluation and ranking.

Funding Source: FD1054-CC1233-PRJ100368-SC563000

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding the presentations for RFQ 21/21-17, Professional Engineering Services for stormwater analysis and modeling services. Ms. Smith noted that there would be presentations from two firms that submitted proposals. The selected firm will be tasked with developing a stormwater master plan for the county and other stormwater-related services. Ms. Smith said that team member Taylor Abernathy from the Engineering Department, who was on the evaluation committee, was present to answer questions following the presentations, and she recognized Amber Hobbs from the Purchasing Department for her hard work on the RFQ. Ms. Smith noted that the project is funded with ARPA funds, and due to the close scoring, the Finance and Audit Committee recommended presentations. Firms have been requested to provide a 5-10 minute presentation. Presentations will be given in alphabetical order as follows:

- Jones Edmunds & Associates, Inc. = 92.00
- Stinghofen & Associates, Inc. = 93.00

Following the presentations, the Board is free to ask questions. After both presentations, there will be a roll-call vote.

Chairman Wayne Bolla asked for clarification for the public of a summary of what the study is to do. Mr. Taylor Abernathy stated this is an opportunity for the county to assess our stormwater as a comprehensive plan. The solicitation of the consultants is to identify local and regional drainage issues and plans to help with the development to help the engineering department curtail the issues. Chairman Bolla asked if this is what we will base our construction projects in the drainage area on in the next ten to twenty years. Mr. Abernathy answered yes, that would be correct.

- Mark Nelson - Senior Consultant/Vice-President, Justin Gregory - Project Manager, Jarrod Hirneise - Project Manager, and Alan Foley - Project Manager presented a PowerPoint to the Board. See Attachment E.

Chairman Wayne Bolla stated that he noticed the St. John's County's projects assessments were broken down into smaller pieces, and it appears that Clay County is going to be done in one. Could you give an explanation of the process. Mr. Foley said those were broken down to regional watersheds and were tackled over a period of time across funding years. Mr. Nelson said part of that was driven by the funding and partly due to the limitations of technology at the time. There were ten watersheds spread throughout the county. The high-resolution terrain information that forms the basis of a lot of the models was hard to work with. The advances in computer technology have driven all that forward to where we are now, and the ten different watershed models developed were all sewn into one model. Which is very important in the lower-lying areas that are flat and you are unsure where the water will drain; the innovations in the last five years have been fantastic in helping. Chairman Bolla said the project summary approach is we have the GIS in place, and we need to model that to the point we can predict where the water will go, and then you will break it up into a series of executable projects and then research funding those projects. Mr. Nelson said exactly, and now that the terrain data is available digitally, high-resolution aerial lidar drive data allows them with computing power

to look at the whole county at once and quickly develop a rapid inundation process. Chairman Bolla asked if there is any validation to ensure what is being sent happens. Mr. Nelson said yes, and what they have done is taken temporary water level recorders and put them in locations. The team gets great photos when the rain comes through and observations of information that can be surveyed.

Commissioner James Renninger noted that Jones Edmunds has worked in Orange Park, and there is data from there; how important is that data and will it be used in the construct of this study. Mr. Jarrod Hirneise said that he worked extensively on the Orange Park project, and there was modeling that took place outside of the town limits, and data was collected. For example, they did a joint project with the county to assess the "big ditch" issues for flooding in the Northwest part of town. They collected survey cross-sections and data along that ditch and some outside the town that would play into the modeling techniques that we are discussing and the data within the town. If you wanted to incorporate that into a model, it could be used for this effort.

Commissioner James Renninger asked what experience they have with environmentally conscious solutions to resiliency. Mr. Nelson noted that on an aerial image of Gainesville on the south end, you could see a gator head in the vegetation, a treatment of wetland, we do a mix of hard and soft, and sometimes we have to go with bulkhead. Mr. Foley said they also helped develop one of the first state well impact manuals in partnership with Southwest Water Management District. Ms. Amy Goodden, Project Manager, noted that they had done design projects using soft armoring and environmental techniques as well as bulkheads where needed. They try to do as much on the environmentally resilient front as much as possible. For example, they have done the Sweet Water Wetlands Park for the City of Gainesville, which was designed for normal flow conditions. Even with all the hurricanes we have had since the park was built, it has operated through the hurricane and immediately after the park was utilized.

Vice-Chairman Betsy Condon noted that the town of Orange Park was granted a \$150,000.00 resiliency project. Are you still under contract with the Town of Orange Park. Mr. Gregory said yes, and they were contacted by Kyle Croce, the Town of Orange Park's Public Works Director, to do a scope of work for that funding. Vice-Chairman Condon asked if they were to get the project in Clay County do you see synergies for maximizing the grant funding for resiliency. Mr. Gregory said absolutely if they are working for both entities, they would be assessing projects and ideas that could help resiliency in the town and the county at the same time. Mr. Nelson added that funding partners like to see those synergistic projects to get multiple wins. So if they can fund one project while satisfying citizens in two communities or more, it is extra brownie points.

- Robert Gaylord - President of Stinghofen & Associates, Mark Troilo - Vice President, and Matthew Deal - Deputy Project Manager presented a PowerPoint presentation to the Board. See Attachment F.

Chairman Wayne Bolla asked how would you summarize what the project is about, with three or four major deliverables. Mr. Troilo said the first deliverable would be the database and spacial information to go with the model. The county has a GIS infrastructural database, and a lot of that information would hopefully be used for developing the model network. You would want to keep that intact and updated as you

build the model. Chairman Bolla asked if they would have access to the model after it was constructed. Mr. Troilo answered, of course, and in the past, there was training provided to the staff on how to use the model. Mr. Troilo gave examples of projects used to access the model for staff to utilize. Retrofits, capital improvement project, looking for a ten-year CIP program. The process normally is to build the existing condition model, and they rely heavily on the staff, maintenance crews, or public works because, more often than not, they know where the problems are and what needs to be done to correct the issue, also when we come up with the solution they want staff's feedback. Mr. Troilo said they also work to help update the flood maps. The proposal asked for incorporating that into the GIS, so it was accessible to the residents.

Commissioner Kristen Burke asked if they had recently opened an office locally. Mr. Troilo said the headquarters is in Orlando, and they share an office with WGI locally in Fleming Island.

Ms. Smith took the roll call vote:

- Commissioner Kristen Burke - 1-Jones Edmunds 2-Stinghofen
- Vice-Chairman Betsy Condon noted that she votes the same as Commissioner Burke
- Chairman Wayne Bolla noted he votes the same
- Commissioner James Renninger noted he votes the same
- Commissioner Mike Cella - 1-Stinghofen 2-Jones Edmunds

Ms. Smith said with scores of 6 for Jones Edmunds and nine for Stinghofen, the top-ranked firm is Jones Edmunds, and staff would begin negotiations, and per statute, if they negotiate a contract, staff would move to the second rank firm.

Commissioner James Renninger said he had the pleasure of working with Jones Edmunds in Orange Park, and quite honestly, the product they produced was one of the best he had seen, and he expects that on this project.

15. 5:00 p.m. or as soon thereafter as can be heard - Public Hearing on the Closing, Vacating and Abandoning of a portion of Vermont Avenue, St. Louis Avenue and Des Moines Avenue (all adjacent to the Goose Creek Subdivision)

Courtney Grimm, County Attorney, addressed the Board regarding the public hearing on closing, vacating, and abandoning of a portion of Vermont Avenue, St. Louis Avenue and Des Moines Avenue which are all adjacent to Goose Creek Subdivision. County Attorney Grimm noted the Board approved a plat for the Goose Creek subdivision at a previous meeting. The item is specifically in connection with the identified portions of roads that border along the edge of the subdivision and adjacent properties. The ROW of the roads have never been opened and this is the process to close those and provide half to the subdivision and the other half goes to the adjoining property owners. County Attorney Grimm stated that in the packet you will see that all the adjoining property owners that are affected have consented.

Chairman Wayne Bolla opened the floor for the public hearing at 6:04 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 6:04 pm.

Commissioner James Renninger made a motion for approval, seconded by Commissioner Mike Cella, which carried 5-0.

16. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2022-03. (PC voted 6-0 to approve) (E. Lehman)

This application is a zoning text change to Art. XII, Sec. 12-6(11)(b) to add a reference to the code and to Sec. 12-6(11)(c) to add a reference to the code and to add a provision that no variance may be granted which allows for a use of the property contrary to the code.

Courtney Grimm, County Attorney, presented a PowerPoint presentation to the Board regarding the first public hearing to consider LDC-2022-03, an application for a zoning text change to Article XII, Section 12-6(11)(b) to add a reference to the code and Section 12-6(11)(c) to add a reference to the code and to add a provision that no variance may be granted which allows for the use of the property contrary to code. See Attachment G. County Attorney Grimm said this is in connection with the Board of Adjustments that handles variances that come in connection with our code, and Planning and Zoning is requesting the change to the powers and duties of the BOA. What this would do is clarify the power they do have. Any variance of something in the code can go before the BOA for their action. The portion of the code that provides for their powers has no limitation. The staff has proposed that the limitation be included so that they can not grant a variance that will affect particular land use. It would affect conditional uses, so they can not override those uses and allow a change. Staff has also included some clean-up with the language to clarify that in the section for the powers and duties, to make sure A, B, and C - all the references refer to the land development regulations code. County Attorney Grimm noted that staff recommends approval.

Chairman Wayne Bolla opened the floor for the public hearing at 6:06 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 6:07 pm.

Vice-Chairman Betsy Condon asked if any Commissioners watched the BOA meeting during the discussion regarding this item. One of the members saw this on the agenda and addressed it. She is very grateful for the volunteer service of our BOA and does not want to minimize that at all, but there was a bit of a tone of possible arrogance that we would come with this proposal, and they wanted to know if it came from the Planning Commission or BCC. Vice-Chairman Condon clarified that this is to prevent a non-elected Board from making a decision that would greatly impact our places in Clay County. They could not override a situation or make a change that would, in effect, change our LDC or any application thereof. Vice-Chairman Condon said she supported this change when Commissioner Cella spoke of it at the meeting in April. Understanding they were caught off guard and had nothing to do with their decisions or the lack of our appreciation of their service, but to close a loophole in our LDC.

Commissioner Mike Cella thanked staff for their work and echoed the sentiments that Vice-Chairman Condon spoke about in terms of appreciation of our volunteers on all the different Boards. Although we often put the call to get people to step forward to serve the public, in this case, the code is what needed to be changed. Commissioner Cella said he has no issue taking the heat for a vote he has made; he does have a problem taking heat for a vote that he did not make that he had no control over making and did not find out about it until after it was made. That is, the essence of the thought process started with talking to staff, and they made the determination of how we could do that. We do not want to dissuade people from volunteering and thinking we will be second-guessing everything, but there was a loophole, and staff thought so as well.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

17. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider adoption of LDC 2022-02. (District 5 Comm. Burke) Planning Commission voted 3-3 on a motion to approve. (M. Brown)

Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Mike Brown, Zoning Chief, presented a PowerPoint presentation to the Board regarding the first public hearing to consider the adoption of LDC-2022-02, a proposed text amendment to Article III, Section 3-33 B.B.a.i, of the land development code. See Attachment H. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district. The applicant is Frank Miller. Mr. Brown said that the Lake Asbury Village Center zoning district prohibits drive-thru uses. The intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walkable form accessible by a sidewalk. Select drive-thru uses are only allowed in the Lake Asbury Activity Center zoning district within the LAMPA. The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow specific drive-thru uses in this district. The specific uses that would be allowed with a drive-thru include delicatessens & sit-down fast food, pharmacies, laundry, dry cleaning, and banks. The proposed text changes are:

- **Permitted Uses:**

- Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or carwash facilities; tobacco and related shops;

private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs **including pharmacies with drive-thru**; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (**with drive-thru but** pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ **with** drive-through **thru**), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

Mr. Brown noted that all the other development criteria, i.e., architectural standards, setbacks, etc., required for all development and non-residential development in the Village Center zoning district would remain the same. In addition, it would allow for the listed five uses to utilize drive-thru's. The Lake Asbury CAC will meet on May 12, 2022, and this will be provided to them as an informational item. Because of the timing of the creation of the committee and the submittal, they have not heard the item. However, this is just the first hearing, so the Board would have any feedback from them before the adoption hearing. Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above. On May 3, 2022, the Planning Commission voted 3-3 on a motion to recommend approval. As the Board is aware, a 3-3 is a vote of non-support.

Commissioner Kristen Burke asked what concerns were for the three votes against the application. Mr. Brown said the staff's take is that they desired to have feedback from the CAC. Commissioner Burke asked if Starbucks would be considered fast food. Mr. Brown answered yes, it would fall into the list.

Commissioner Mike Cella asked if there was a definition for a delicatessen. Mr. Brown said not an official one in the code. It would be left up to the director's interpretation.

Vice-Chairman Betsy Condon asked if there was discussion on why a drive-thru restaurant must have sit-down seating. Mr. Brown indicated that was the wording proposed by the applicant.

Frank Miller, 1 Independent Drive, Jacksonville, Florida, noted with respect to the sit-down question. They did not change the language that reads delicatessens and sit-down fast food. Their contemplation was a Dunkin' Donuts, and a Starbucks would fall within that category. Commissioner Burke said some Dunkin's have drive-thru only. Mr. Miller said that would be a problem as it is written now. Commissioner Burke asked if Mr. Miller could disclose who his client was requesting this change. Mr. Miller said his client was present and asked what they had in mind for the location. The client answered currently, it is a Dunkin' Donuts that will not be drive-thru only.

Commissioner James Renninger stated that he has two reservations; one is to move forward as a Commission without the advisory committee comment he can not support the request. The second one is the Lake Asbury Master Plan has village center to be walker-friendly, and the next thing you know, you are mixing in cars. It is contrary to the plan. Commissioner Burke said she has heard from many residents, and they are happy about it. Pandemic-wise, people go through a drive-thru more often than not. Mr. Miller noted that the Board does not have to take action tonight; this is the first reading. Also, he is planning to attend the CAC meeting Thursday night to answer any questions and see what concerns they may have. The most important thing to remember is you only have ten of these in 30,000 acres of Lake Asbury. When you talk about walkable within the village centers, it is refined walkable. You will not have people walk from six miles away to get to a village center; they will drive. Within that center, there will be multi-family projects where people will walk. But other people will drive their cars there, park and walk somewhere or do a drive-thru. The county's code under the Lake Asbury Development criteria calls for the county to control the curb cuts and interior road ways so drive-thru facilities can be drawn to divert walking traffic in a different direction or minimize the impact. There are several articles in the planning literature about how there is a need for drive-thrus within walkable neighborhoods, and it needs to be designed in such a fashion to retain the walkability because the cars would be there. Commissioner Burke asked if Mr. Miller could disclose the location. Mr. Miller said it would be near the Winn Dixie area in Lake Asbury.

Chairman Wayne Bolla opened the floor for the public hearing at 6:22 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 6:22 pm.

Vice-Chairman Betsy Condon said given the location that Mr. Miller disclosed at the last meeting, the Board approved the gas station to be a fast-food restaurant and would it have a drive-thru. Commissioner Burke noted she asked the question, and it was allowed. Mr. Brown clarified that it was in a PUD that preceded the LAMP.

No action is required by the Board.

18. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2021-14. Planning Commission voted 6-0 to recommend denial of the Code changes.(M. Brown)

This application is a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

Chairman Wayne Bolla noted that item 18 has been withdrawn by the applicant.

LETTERS FOR ACTION

19. Discussion of Appointment to the Penney Farms/Asbury Citizens Advisory Committee

Applications were received from Colin Groff and Gary Hughes, seeking

consideration of appointment to fill the vacancy on the Penney Farms/Lake Asbury Citizens Advisory Committee.

Chairman Wayne Bolla opened the floor to discuss the appointment to the Penney Farms/Asbury Citizens Advisory Committee. Applications were received from Colin Groff and Gary Hughes to fill the vacancy. Chairman Bolla noted that Commissioner James Renninger was on that Board and asked if he had a recommendation for the Board.

Commissioner Mike Cella asked if they had to select one out of the two. Courtney Grimm, County Attorney, said this is for the citizen's advisory committee, so it is connected with the Planning Department, and they would review different zoning items for the Penney Farms/Lake Asbury area. Chairman Bolla asked for clarity on how many positions were to be discussed. County Attorney Grimm noted just one.

Following a brief discussion regarding the vacancy and the applicants, Commissioner Kristen Burke made a motion for approval of Colin Groff to be appointed to fill the vacancy, seconded by Commissioner James Renninger, which carried 5-0.

LETTERS OF DOCUMENTATION

20. Bid Opening Tabulations

Bid Opening Tabulations for April 26, 2022:

- A. Bid #21/22-24, Courthouse 2nd Floor Area Two Build-Out And Covered Parking
- B. RFP #21/22-33, CDBG - Junk/Debris Removal
- C. Bid #21/22-34, CDBG - Demolition & Removal Services

Bid Opening Tabulations for May 3, 2022:

- A. Bid #21/22-36, Right-Of-Way Mowing (North) RE-BID
- B. Bid #21/22-37, Right-Of-Way Mowing (South) RE-BID

Chairman Wayne Bolla acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for the public comment at 7:11 pm.

Hearing no comment, Chairman Wayne Bolla closed the public comment at 7:11 pm.

COMMISSIONERS' COMMENTS

Commissioner Mike Cella thanked the residents that wrote emails to the Board and

visited the BCC meetings and the Fleming Advisory Committee meetings. Their support showed their passion and commitment to their community and convinced the developer that it was not worth the effort to change the LDC for a mini-warehouse. Commissioner Cella said he wanted to clarify that he is not against mini-warehouses, but he is in favor of finding the right location for the right project. That is something they should strive for as they move along, even more than they have done in the past. Finally, Commissioner Cella thanked Ms. Connie Thomas and the College Drive Initiative members. They understood the dangers of having a global LDC change instead of specifically changing something of a local neighborhood level, and he is glad they were able to put that "to bed" at this time.

Commissioner James Renninger said General Fleming was present tonight and is the Chairman of the Fire Watch. Their goal is to interface with those contemplating suicide. People ask how many people have been saved. You do not know, and you do not have the "secret sauce" that will talk the individual off the ledge; it is a serious problem in the military. In the news, there was a nuclear aircraft carrier tied up to the pier in Norfolk, Virginia, going through an overhaul - refit type issue, and they have had seven suicides in the last twelve months. Commissioner Renninger said it could be PTSD or drugs; it is unknown; there have been midshipmen on summer break overdose. It is a real problem out in society; it is not just the military; it crosses every walk of life. It is our contribution to try and mitigate those issues that could cause someone to go down that dark path.

Commissioner Kristen Burke said she is a proud Momma with her son graduating from college this past weekend. However, he missed the graduation ceremony because the baseball team made it to the playoffs. They were traveling for graduation but ended up at a baseball game and were able to enjoy Mothers Day with family, and he is also getting married on June 3, 2022, and saying this for a reason, Commissioner Burke thanked Vice-Chairman Betsy Condon for standing in for her at the National Day of Prayer at Penney Farms. Commissioner Burke said they have a great Board and is appreciative of the other board members. It has been amazing even with the different personalities how well they all work together. Commissioner Burke noted that Food Truck Friday is this Friday, May 13, 2022.

Vice-Chairman Betsy Condon said she has enjoyed filling in for Commissioner Burke. Vice-Chairman Condon noted they had their second meeting of the Highridge Initiative, which Impact Clay has picked up as a supported project. They have one year of Gabbi's time to go through the Kettering Foundation's deliberative process. Last night only being the second meeting of that steering committee, had triple the citizen input and participation as the first meeting. The residents are participating, and it is not a gripe or blame session; it is residents that really want to transform the neighborhood. They keep at the front of the conservation the idea is at the end of the twelve months is to come back and present before the Board and get the same support as the College Drive Initiative and Gateway to Clay have. Commissioner Condon said she applauds the work that is completely volunteer. Commissioner Condon also said it is a pleasure working with this Board; it is a great joy to her to be able to deliver our firefighter's record raises and to be able to settle the contract. She has heard from many of them in appreciation and gratitude to the Board, staff, and management - Chief Mock and Chief Motes, and Courtney Grimm, County Attorney. She commends all the hard work put in because it is really making a difference in the lives of our dispatchers and firefighters, and at the end of the day, safety is their primary focus.

Chairman Wayne Bolla stated he also appreciates the camaraderie they have on the Board; they are doing things and going in the right direction. Chairman Bolla said he wanted to address the comment about developers being able to change our code. He has spoken to County Attorney Grimm regarding the issue and has been unaware of the status since the conversation. There may be nothing that can be done because the public has a right to petition for changes in the code. Courtney Grimm, County Attorney, said yes, however, they are following up with Jacksonville, and they responded that they would set up a time to talk to staff to go through their procedure, but it was not that it had to just come through a councilman. Chairman Bolla noted he would want it to come through staff certainly but would also search for a way to keep the staff from doing a lot of work if it is something the Board does not agree with at all. Having some sponsorship going into the staff process would close that loophole to have it come from the Board if it is a change in the base rules; if we can not figure it out, we will move on to something else. Chairman Bolla noted the density issues mentioned; as more and more people move into Clay County, we have only got so much flat space to build stuff. We are eating up every square inch of green space. There will come a time when we will have to consider building up. That takes heavy-duty density. There may need to be a designated area in the county that will take that next step and make it the "downtown" area for the high-density areas. The concept of building more and more flat storage with everyone moving here means there will be nothing left at the end of the day. Chairman Bolla said, looking at what happened with Jacksonville, they have 10,000 units in one acre, and the only way you can do that is by having skyscrapers. The discussion is that we do not want to go above four stories and part of that was a concern of a fire issue. We have hook and ladders, and a lot of that has to do with the building codes; if we specify that it has to be steel construction and fireproof, we could fix some of that issue. We have to address what we do with all the density coming in, and the only solution that has worked for other counties is to go up.

Hearing no further business, Chairman Wayne Bolla adjourned the meeting at 7:22 pm.

Attest:

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

Chairman or Vice-Chairman

Acronym Definitions

- ACM – Assistant County Manager
- ARPA – American Rescue Plan Act
- BCC – Board of County Commissioners
- BOA – Board of Adjustment
- BTP – Bonded Transportation Program
- CAC – Citizen’s Advisory Committee
- CBD – Central Business District
- CCSO – Clay County Sheriff’s Office
- CDBG – Community Development Block Grant
- CMAR – Construction Management at Risk
- CR – County Road
- DRI – Development of Regional Impact
- EDC – Economic Development Corporation
- FDOT – Florida Department of Transportation
- FFT – Feds Fund Target
- FY – Fiscal Year
- GFWC – General Federation Women’s Club
- GIS – Geographic Information System
- GMP – Guaranteed Maximum Price
- LAMPA – Lake Asbury Master Plan Area
- LDC – Land Development Code
- PFM- Public Financial Management
- PIO – Public Information Officer
- PUD – Planned Unit Development
- QR – Quick Response
- RFP – Request for Proposal
- RFQ – Request for Qualifications
- SR – State Road
- TIP – Transportation Improvement Plan
- TPO – Transportation Planning Organization

Attachment
“A”
Pet Adoptions

Clay County Animal Services

Pet Adoptions





Fancy CLAY-A-1915

SEX: Spayed Female

BREED: Mix Breed, 3Years Old, 31 lbs.

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Fancy is a laid back girl with excellent leash manners! Although she does not do well with cats, she definitely likes other dogs. Fancy is looking for a home with no cats and a family that loves to dote on her.

Fancy is up to date on her age appropriate vaccines and is microchipped. While she is heartworm positive, her heartworm treatment is sponsored by our Friends of Clay County Animals, Inc.



Dixie CLAY-A-1664

SEX: Spayed Female

BREED: Mix Breed 8 Years Old, 41lbs

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Hugger alert!!! Dixie is a staff favorite because she is the sweetest girl and gives the best hugs. Dixie had a rough start but she does not let that bother her, she has plenty of love to give and life to live.

Dixie is up to date on all of her vaccines and microchipped. While she is heartworm positive, her heartworm treatment is sponsored by our Friends of Clay County Animals, Inc.



Casper CLAY-A-1750

SEX: Neutered Male

BREED: Domestic Short Hair, 4 Years Old

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Casper is a well rounded boy that likes other cats and has lived with dogs. Casper is a social boy so he would like to have a cat friend or at least a cat friendly dog to call his own.

Casper has had his age appropriate vaccines and he is microchipped.



Tina CLAY-A-1993

SEX: Spayed Female

BREED: Domestic Short Hair, 4 years Old

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Tina is a sweet girl with a lot of love to give. She came in with a leg injury and although she is healing well, she will need to be kept as an inside cat. Tina is just looking for a place with a comfy bed, some toys, some treats and a human to call her own.

Tina is up to date on all of her age appropriate vaccines and microchipped.

If you are interested in adopting please
email us at
clayadoptions@claycountygov.com or
call at 904-269-6342



CLAY COUNTY ANIMAL SERVICES
**COMMUNITY RABIES
& MICROCHIP CLINIC**

FIRST THURSDAY OF EVERY MONTH, 3-5 P.M.

TO MAKE AN APPOINTMENT, EMAIL
JOSLYN.BEBOUT@CLAYCOUNTYGOV.COM



Join our “Kitten Crew”
We need fosters, if interested please contact
clayfosters@claycountygov.com



www.facebook.com/ClayCtyAnimals
www.claycountygov.com

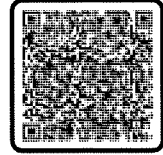
Attachment

“B”

Bingo Card Example

CELEBRATE CLAY COUNTY HISTORY

BINGO



<p>MIDDLEBURG'S HISTORIC MAIN STREET & HOMES / HISTORY MUSEUM (OPEN SUN 2-4PM)</p>	<p>HISTORIC TRIANGLE / OLD JAIL / 1890 COURTHOUSE / TAPS MONUMENT / GREEN COVE SPRINGS</p>	<p>NEPTUNE PARK HISTORIC MARKER / BALL FIELDS / FLEMING ISLAND</p>	<p>KEYSTONE HEIGHTS BEACH, HISTORIC PAVILION & PLAYGROUND</p>	<p>ORANGE PARK NORMAL SCHOOL HISTORICAL MARKER / TOWN HALL PLAYGROUND</p>
<p>BLACK CREEK PARK & BIKE TRAIL / FLEMING ISLAND</p>	<p>CLARKE HOUSE PARK & PLAYGROUND / ORANGE PARK</p>	<p>CAMP BLANDING MILITARY MUSEUM & AIRPLANE GARDEN</p>	<p>SPRING PARK / POOL & SPLASH PAD / PLAYGROUND / FISHING PIER / ST JOHNS RIVER / GREEN COVE SPRINGS</p>	<p>JENNINGS STATE FOREST HIKING TRAILS / MIDDLEBURG</p>
<p>GOLD HEAD STATE PARK & KEYSTONE HEIGHTS</p>	<p>CAMP CHOWENWAW PARK / POOL / KAYAKS TREEHOUSES / DOCK / GREEN COVE SPRINGS</p>		<p>RONNIE VAN ZANT MEMORIAL PARK (LYNYRD SKYNYRD BAND) / LAKE ASBURY AREA</p>	<p>GENERAL ROY GEIGER BIRTHPLACE MARKER / FIRST BAPTIST CHURCH IN MIDDLEBURG</p>
<p>REYNOLDS PARK YACHT CENTER / NAVY MOTHBALL FLEET / GREEN COVE SPRINGS</p>	<p>ORANGE PARK RIVER ROAD WALKWAY / KINGSLEY EAST RIVER OVERLOOK</p>	<p>ST MARGARET'S CHURCH & CEMETERY AT HIBERNIA / FLEMING ISLAND</p>	<p>NORTH FLORIDA MILITARY MUSEUM / GREEN COVE SPRINGS</p>	<p>KEYSTONE INN HISTORICAL MARKER & NATURAL PARK / KEYSTONE HEIGHTS</p>
<p>CLAY HISTORY MUSEUM & RAILROAD DISPLAY / GREEN COVE SPRINGS (OPEN SUN 2-5PM)</p>	<p>BRANAN FIELD OUTLYING AIRFIELD SITE @ OAKLEAF / CECIL FIELD (DUVAL)</p>	<p>PENNEY FARMS TOWN HALL / JC PENNEY STATUE & MUSEUM</p>	<p>BLACK CREEK NATURE WALK / PLAYGROUND / BOAT RAMP / MIDDLEBURG</p>	<p>MIDDLEBURG METHODIST CHURCH & HISTORIC CEMETERY</p>

Attachment

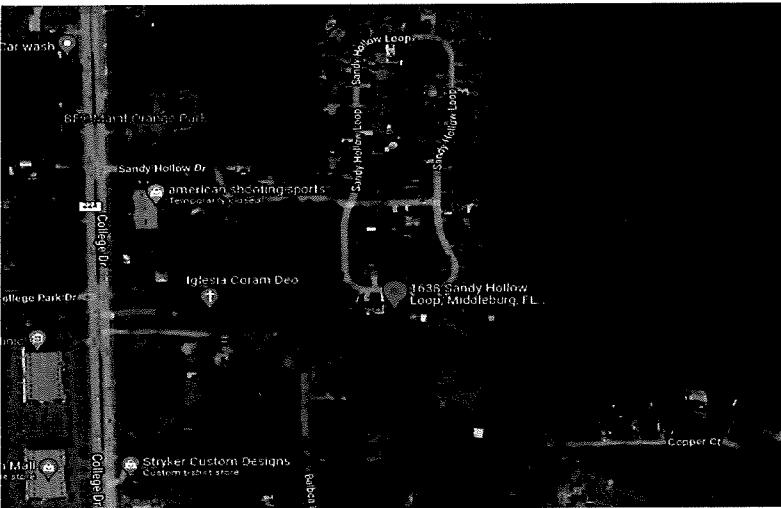
“C”

Public Comment Info

Picture A



Picture B



Picture C

Attachment

“D”

Supervisor of Elections Information

Re-precincting Changes 2022: NOTE: These numbers represent all voters- active, inactive, pre-reg and are Approximate

Boundary Changes

Pct. 112- CCUA

- Approx. 7400 Voters and 5 splits (2 SB and 2 CDD). With incorporated changes will have ~5900 and 3 splits (All CDD'S)
 - Moved voters (approx. 1500) from Foxmeadow Subdivision to Pct. 110 Middleburg Civic Center

Pct. 302- SJRSC

- Approx. 4700 voters and 3 splits BCC 1,3,5. With incorporated changes will have ~3000 and no splits
 - Moved voters (approx. 530) West of Knight Boxx road to Pct. 500 Pinewood – removes 1 split
 - Moved voters (approx. 180) to Pct. 304 Salvation Army – removes 1 split
 - Moved voters (approx. 1000) from SE Drs. Lake Dr. to the end of Cedar Rd. to Pct. 218- removes 1 split

Pct. 600 Russell Baptist Church

- Approx. 6000 Voters. With incorporated changes will have ~6500 voters
 - Moved voters (approx. 1700) Everyone East of Henley Rd, North of Sandridge and East of Russell Rd. to Pct. 310 Clay Co. Shrine Club
 - Moved voters (approx. 1200) South of Sandridge and West of Russell Rd to Pct. 600

Precinct Addition

Added New Pct. 608 GCS Church of Christ With incorporated changes will have ~1500 voters

- A portion of voters (approx. 500) from Pct. 410 - W side of Hwy 17 and south of Black Creek
- A portion of voters (approx. 200) from Pct. 506 in the Traceland Subdivision - east of CR 315
- All voters in Pct. 604 (approx. 775) that are not in the city limits- north of Governors Creek and west of 17 to Russell Rd.

Some minor changes to clean up the line work and remove House splits.

- Pct. 102 VFW Post #8255
 - < 40 voters on Hibiscus and East St. moved to Pct. 508 South Middleburg Baptist Church to remove House split
- Pct. 113 Oakleaf Baptist Church
 - Small corner in Jennings State Forest with no voters to clean up a split that is there but not relevant.
- Pct. 106 Cornerstone Baptist Church
 - Added a small piece of Pct. 110 Middleburg Civic Center (429 voters) to clean up the line work

Polling Location Change

- Pct. 503 the American Legion -Polling location change to First Baptist Middleburg.

4 new CDDs going from 12 to 16....and we see more in our future.

28 Splits:

16 CDD's which creates 20 splits

4 Cities which creates 5 splits

1 MSBD

2 pcts with 1 split at each

Clay County will have 45 polling locations and 48 precincts

of polling locations in each BCC District

BCC 1- 9 (FI area), **BCC 2-** 6 (Argyle/Oakleaf area), **BCC 3-** 11 (OP area)

BCC 4- 10 (West side of County KH/MB), **BCC 5-** 14 (Lake Asbury/GC)

Concerns

Going forward I'm concerned where large PUD (Planned Unit Development) or DRI (Development of Regional Impact) are created with little or no availability of facilities for use as polling locations. For example 113,115,116

BCC 1 – (9 precincts)

Pct 302-Thrasher Horne Center
Pct 304- Salvation Army
Pct 308-FOP
Pct 400-Orange Cove 7th Day Adventist
Pct 406-Eagle Harbor Soccer Club
Pct 408-CrossRoads Lutheran Church
Pct 410-FI Splash Park
Pct 412-River Christian Church
Pct 414-Hibernia Baptist Church

BCC 2- (6 precincts)

Pct 112-Clay Utility Authority
Pct 113-Oakleaf Baptist Church
Pct 115-Oakleaf Athletic Center
Pct 116/Split -Argyle Elementary
Pct 118-Asbury United Methodist Church
Pct 122/Split-Advent Lutheran Church

BCC 3- (11 precincts)

Pct 116/Split-Argyle Elementary
Pct 122/Split-Advent Lutheran Church
Pct 124- Advent Lutheran Church
Pct 128-Calvary United Methodist Church
Pct 202-Eleven22 Church
Pct 204-Outreach America
Pct 206-OP Town Hall
Pct 208-Club Continental
Pct 210-OP Library
Pct 216-Lakeside Church of Christ
Pct 218-OP Christian Church

BCC4- (10 precincts)

Pct 100-Clay Hill Baptist Church
Pct 102-VFW
Pct 106-Cornerstone Baptist Church
Pct 110-Middleburg Civic Center
Pct 508-South MB Baptist Church
Pct 700-Kingsley Lake Civic Center
Pct 702- KH Town Hall
Pct 704-First Baptist KH Church
Pct 706-Freedom Baptist Church
Pct 708-Gadara Baptist Church

BCC 5- (14 precincts)

Pct 310-Shrine Club	Pct 602-GCS City Hall
Pct 500-Pinewood Presbyterian	Pct 604-GCS City Hall
Pct 503-First Baptist Church MB	Pct 606-First Presbyterian Church
Pct 504-Lake Asbury Civic Center	Pct 608-GCS Church of Christ
Pct 506-Blackcreek Church of Christ	Pct 610-Shiloh Baptist Church
Pct 600-Russell Baptist Church	Pct 612-Shiloh Baptist Church
Pct 601-Ag Center	Pct 710-Penney Farms Town Hall

Mr. Chambless

Attachment

“E”

Jones Edmunds Presentation

Clay County

RFQ NO. 21/22-17,
PROFESSIONAL ENGINEERING
SERVICES FOR STORMWATER
MODELING

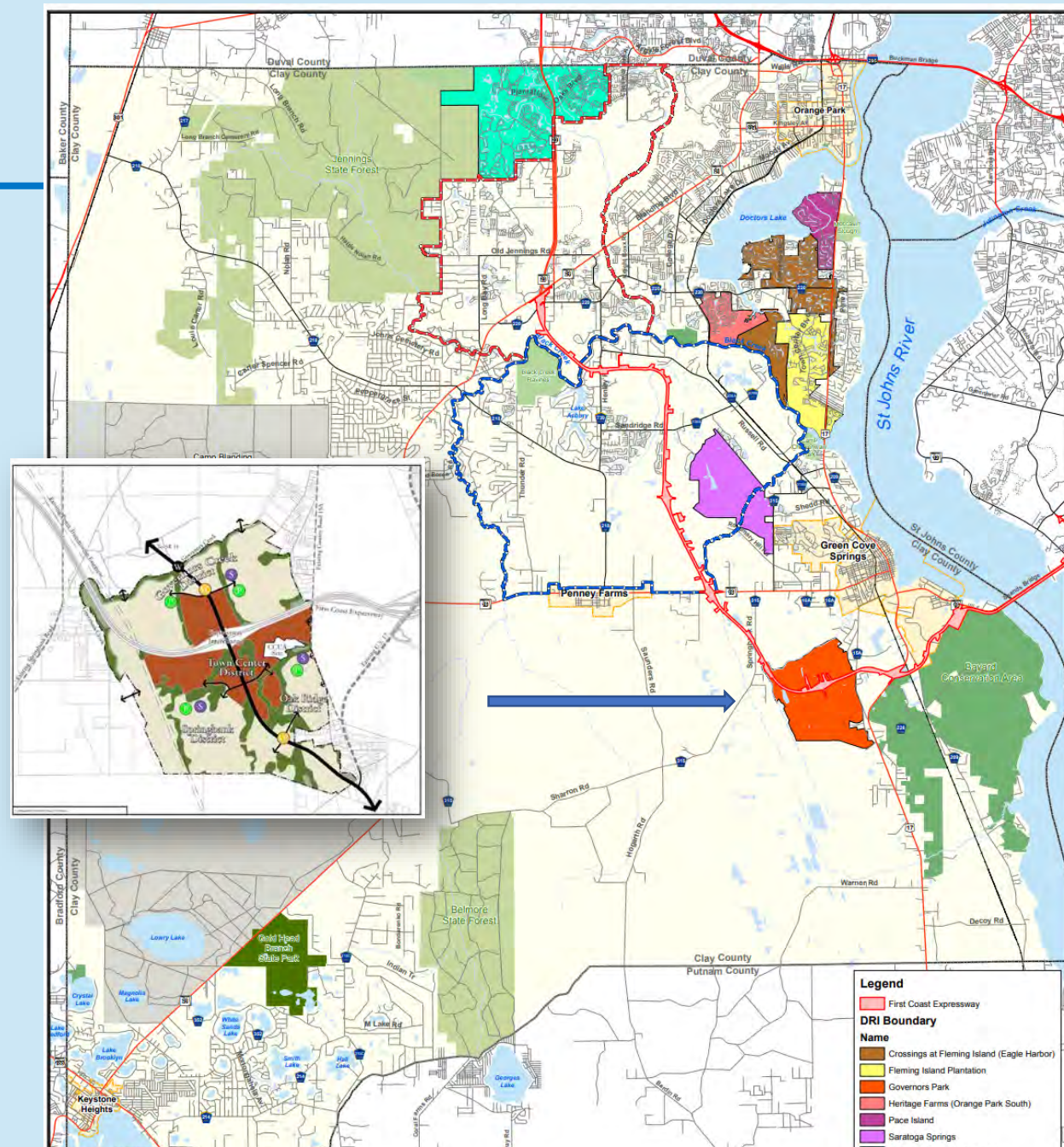
JonesEdmunds

May 10, 2022



Project Understanding

- **Growth**
 - First Coast Expressway
 - Bonded Transportation Program
 - Saratoga Springs
 - Governors Park
- **Retain Character**
- **Legacy Issues**
- **FEMA**
- **Resiliency**
- **CIPs**
- **Funding**





Team - Unparalleled Northeast Florida Experience

RELEVANT SERVICES:

- 1. Data Collection
- 2. H&H Modeling
- 3. CIP Recommendations
- 4. Coordination and Meetings
- 5. Stormwater Master Plan
- 6. NFIP – Community Rating System

		1	2	3	4	5	6
Town of Orange Park	Stormwater Master Plan	X	X	X	X	X	
City of Atlantic Beach	Stormwater Master Plan	X	X	X	X	X	
City of Gainesville	Tumblin Creek Watershed Management Plan	X	X	X	X		X
City of Gainesville	Sweetwater Branch Watershed Management Plan	X	X	X	X		X
City of Jax Beach	Stormwater Master Plan	X	X	X	X	X	
Hillsborough County	Little Manatee WMP	X	X		X	X	X
St. Johns County	Mill Creek Regional Model WMP	X	X	X	X	X	X
St. Johns County	West Augustine Regional Model WMP	X	X	X	X	X	X
St. Johns County	Southwest Regional Model WMP	X	X	X	X	X	X
St. Johns County	Southeast Regional Model WMP	X	X	X	X	X	X
St. Johns County	Northwest Regional Model WMP	X	X	X	X	X	X
St. Johns County	West Central Regional Model WMP	X	X	X	X	X	X
St. Johns County	Moultrie and Moses Creeks Regional Model WMP	X	X	X	X	X	X
St. Johns County	Ponte Vedra Regional Model WMP	X	X	X	X	X	X

Team – Expertise and Depth



ORGANIZATIONAL CHART

* Subconsultant

GREEN – WGI

BLUE – Janicki Environmental

BROWN – Black & Veatch

ORANGE – Drummond Carpenter

RED – Bartram Trails

SUBCONSULTANTS



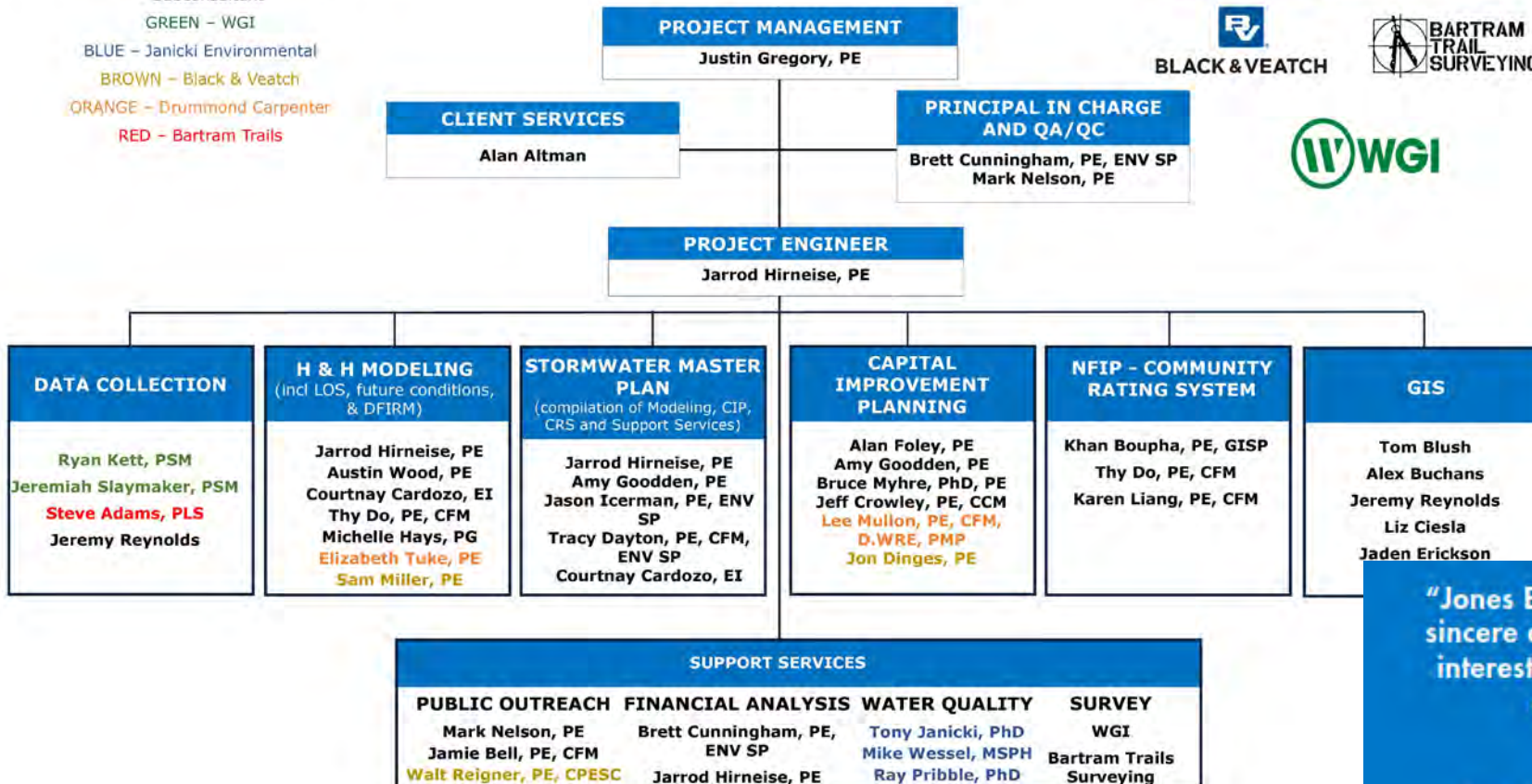
Janicki Environmental, Inc.



BLACK & VEATCH



BARTRAM TRAIL SURVEYING

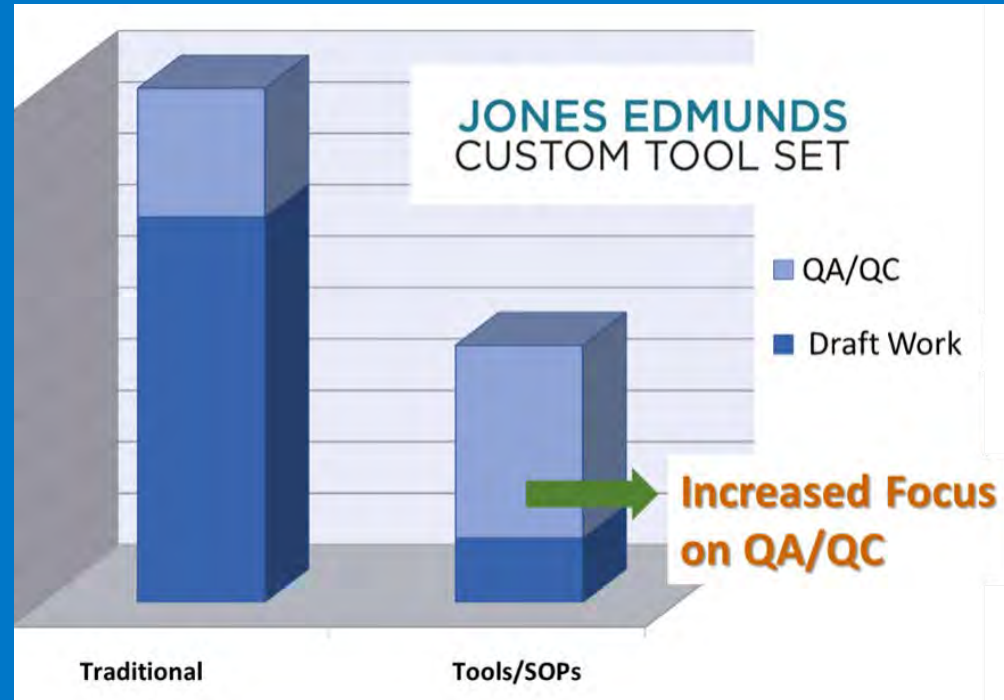


"Jones Edmunds has proven their sincere desire to support our best interest in providing the highest quality services."

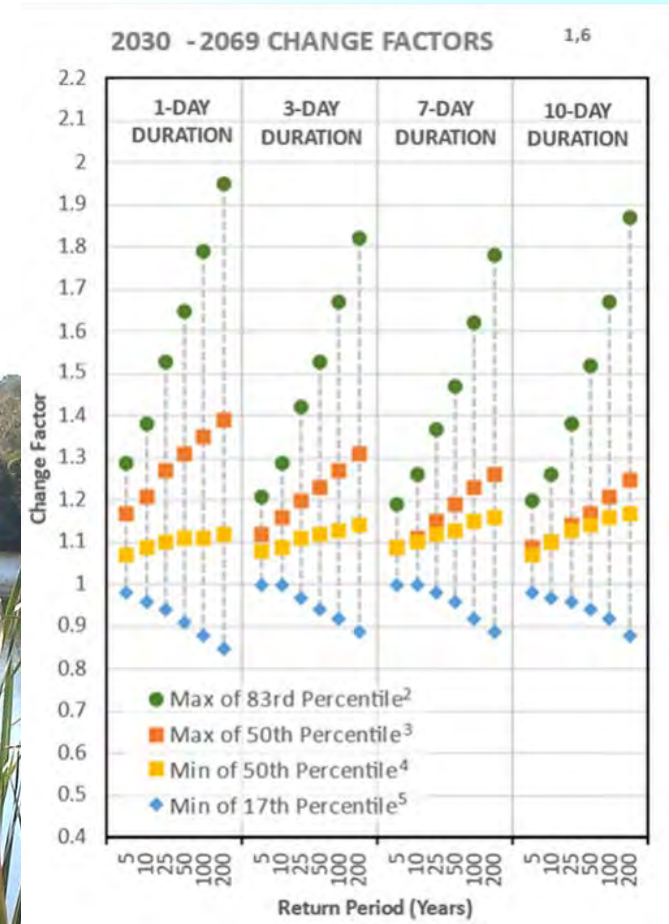
Greg Caldwell
St. Johns County Public Works Director

Stormwater Modeling Approach

- Automation
- Local Experience
- Quality
- Schedule



- Grant Funding
- Vulnerability Analysis
- Plan for Future Flood Scenarios
- Master Plan Overlap





National Flood Insurance Program Community Rating System

JonesEdmunds

- Current CRS Class - 7
- Stormwater Masterplan can help improve CRS Class
- Example:
 - Pinellas County 7 → 3
 - Saving Residents \$10 Million Annually



National Flood Insurance Program
Community Rating System

Addendum to the
2017 CRS Coordinator's Manual

2021



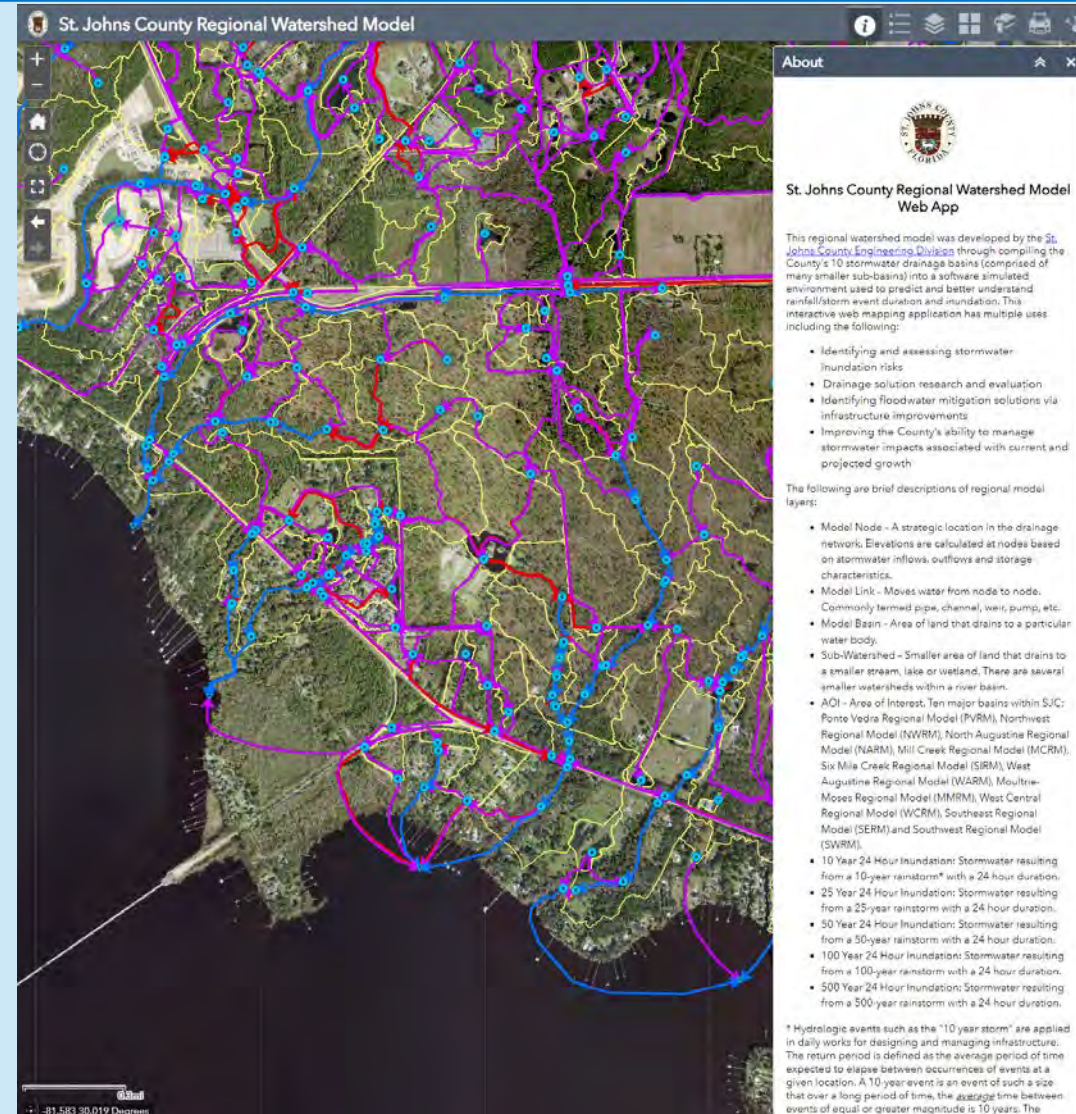
FEMA

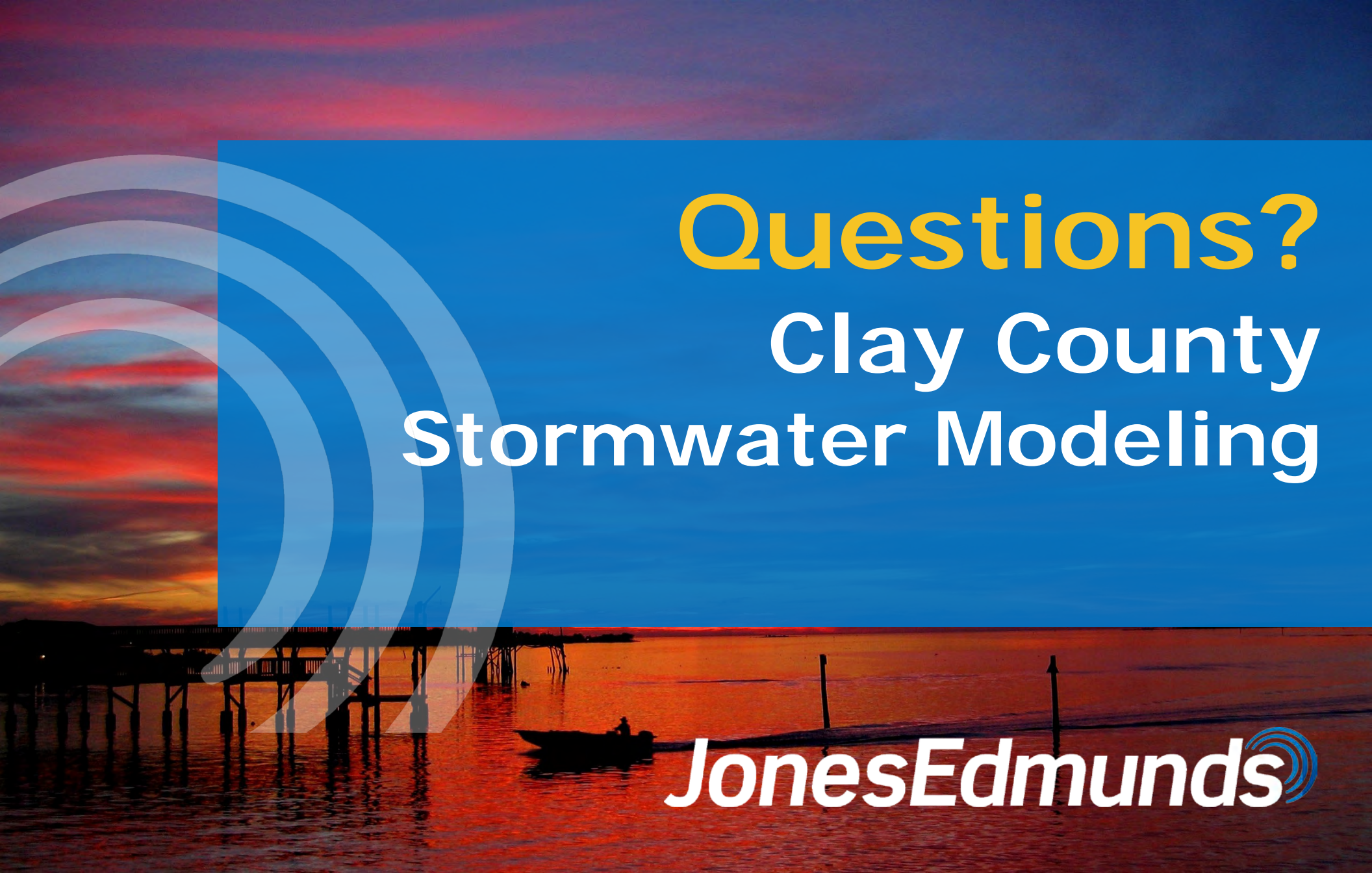


Outstanding Track Record for Grant Funding Assistance

One of our commitments will be developing capital improvement projects that will help you obtain future funding.

- Watershed models
- Water quality monitoring, analysis, and planning
- Stormwater design
- Capital Improvement Plans
- TMDL/BMAP strategies
- Permitting
- FEMA Maps
- Community Rating System
- Stormwater reviews
- Asset management
- Integrated WR planning
- Funding





Questions?
Clay County
Stormwater Modeling

JonesEdmunds 

Recognize Additional Benefits



Attachment

“F”

Stinghofen Presentation

Presentation of Qualifications

Singhofen & Associates, Inc.
Stormwater Management and
Civil Engineering



May 10, 2022

RFQ # 21/22-17

Professional Engineering Services for Stormwater Modeling

Our Team Leads



Robert Gaylord, PE
President

Principal-in-Charge
Chief Design Engineer



Kent Boulicault, PE
Vice President

Contract Manager
Project Manager



Mark Troilo, PE, CFM
Vice President

Sr. Engineer
Chief Modeler







Matthew Deal, GISP

Deputy Project Manager
Sr. GIS Specialist

14 yrs experience
14 yrs at SAI

Our Firm

-  Established in 1983
-  Intentionally maintained a **narrow focus in stormwater management**
-  Continuity of staff (most key staff have been with SAI for over 10 years)
-  Long-term client relationships (some for **over 30 years**)

Our Team



Shayne Wood, PE
(FEMA Joint Venture)



Robert Dvorak, PE
Derek Doughty, PE



Eric Lanning, PE
(Mentor / Protégé)



Pete Singhofen, PE



Stephen Weaver, PE

Our Team has a strong local presence – offices in Clay County & Jacksonville
We have a vested interest in the success of this stormwater master plan

Our Experience

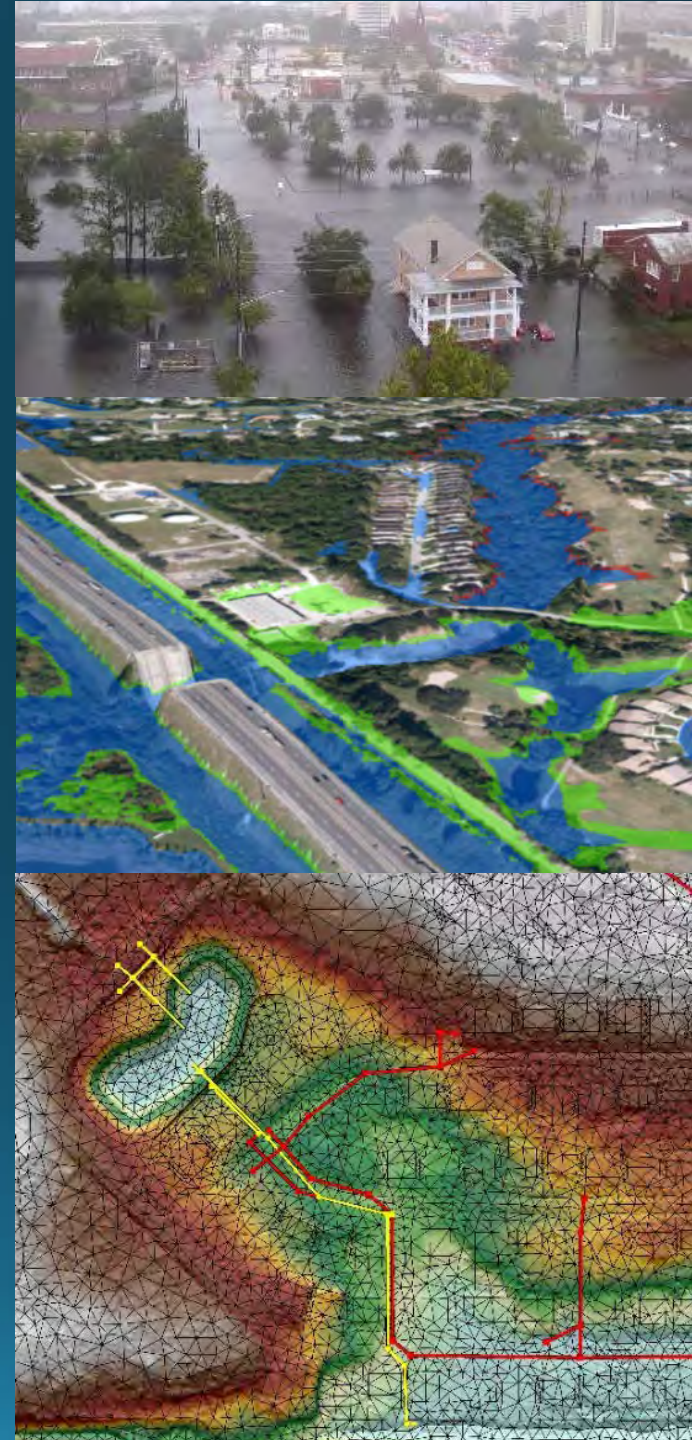
Watershed Modeling and Master Plan Development

- Clay County Loch Rane/Bel Med Stormwater Master Plan
- City of Jacksonville Resiliency Study
- Jacksonville Beach SRA_{1A} Flood Mitigation
- City of Palm Coast Stormwater Management Master Plan
- North Merritt Island Watershed Model
- Palm City Farms Stormwater Master Plan Model
- Pinellas County county-wide Stormwater Model
- Mill Creek Watershed Management Plan and DFIRM Development

Each of the above examples are coastal and/or tidally influenced communities

Watershed Model Standards Development

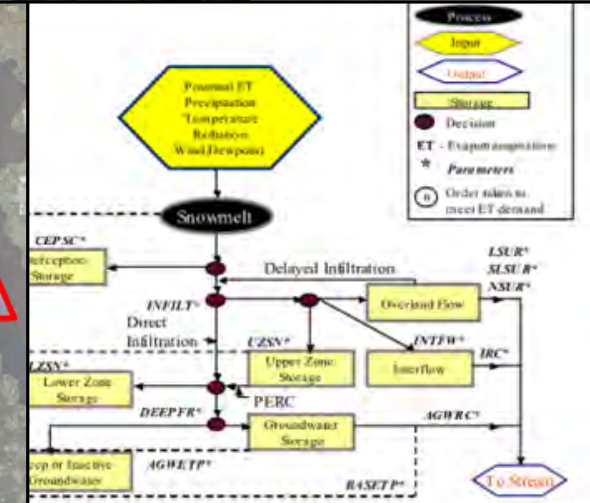
Our clients have repeatedly turned to us to help them standardize their watershed modeling programs



Our Local Knowledge

Significant Work Within Clay County

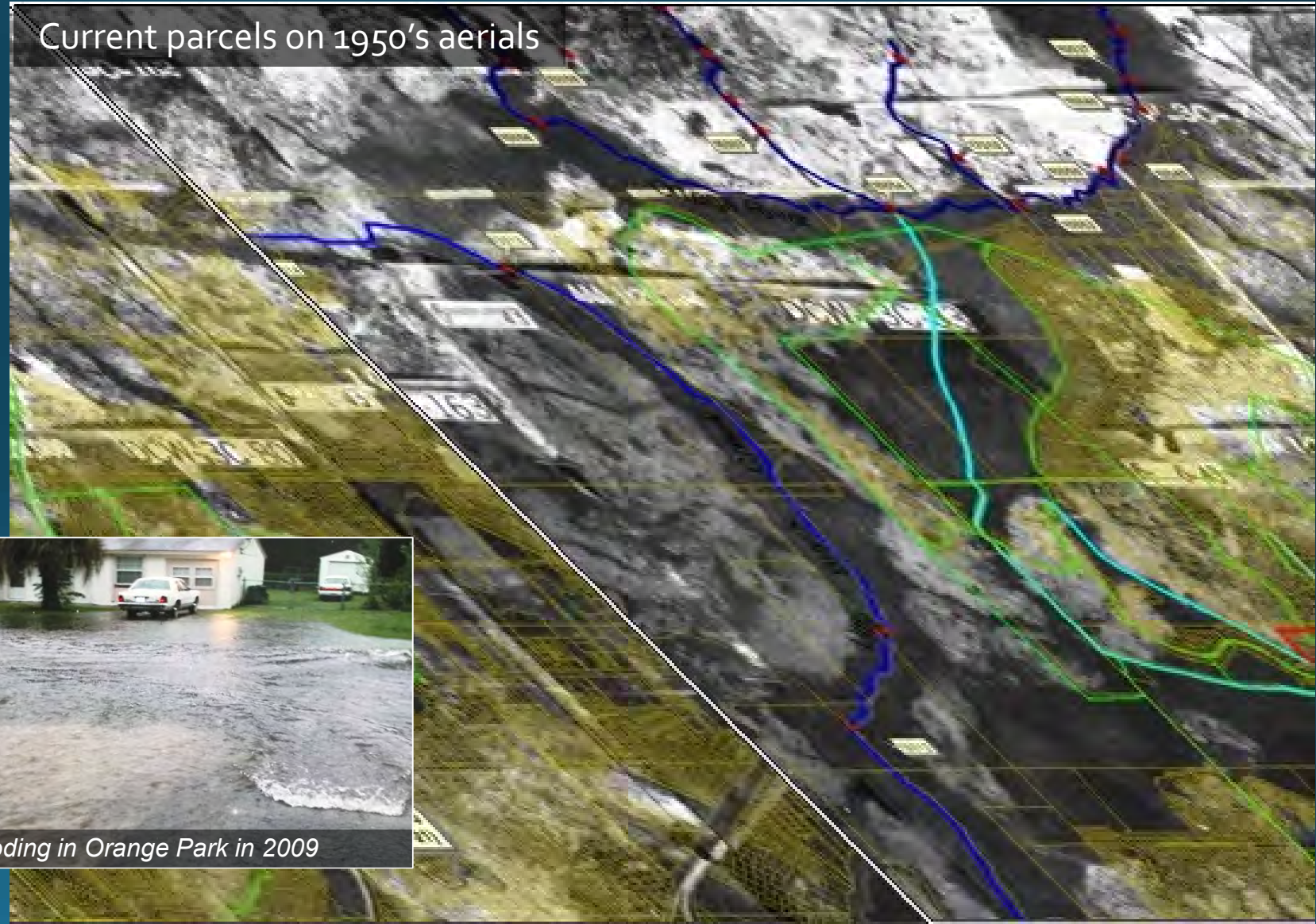
- Clay County Loch Rane/Bel Med SMP
- Black Creek Water Resource Development Project
- Continuing General Engineer Consultant
- Sandridge Rd. Box Culvert Replacement
- Owner's Rep - Bonded Transportation Program
- FEMA Grant Applications
- Jacksonville Harbor Corrective Action Plan
 - Lower St. Johns River, Etonia Creek, Black Creek



Our Local Knowledge

An Understanding of Known Issues

- Orange Park
- Doctors Lake
- Indigo Branch
- Bel Med Ditch
- Lake Asbury Area
- Keystone Heights
- Tanglewood
- Cedar Road
- Ridge Crest
- Twin Lakes



Current parcels on 1950's aerials



Flooding in Orange Park in 2009

Our Schedule

Project Completion with 24 months

Accelerated Focus Area

- Completion in 12 months
- Conceptual Design Alternatives

Availability of Personnel

Sharing of Resources with Teaming Partners

Task	Task Name	Months to complete																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1.0	Project Development	[Gantt bar from month 1 to 1]																							
P	Priority Areas																								
P1.0	Watershed Evaluation	[Gantt bar from month 2 to 5]																							
	DTM Development	[Gantt bar from month 2 to 3]																							
	Assembly and Evaluation of Watershed Data	[Gantt bar from month 3 to 4]																							
	Hydrologic and Hydraulic Feature Database	[Gantt bar from month 4 to 5]																							
	Preliminary Model Features	[Gantt bar from month 5 to 6]																							
P2.0	Watershed Management Plan	[Gantt bar from month 6 to 9]																							
	Watershed Model Parameterization	[Gantt bar from month 7 to 8]																							
	Watershed Model Development	[Gantt bar from month 8 to 9]																							
	Floodplain Delineation	[Gantt bar from month 9 to 10]																							
P3.0	Alternative Analysis	[Gantt bar from month 10 to 12]																							
	FPLOS Determination	[Gantt bar from month 11 to 12]																							
	Flooding BMP Alternative Analysis	[Gantt bar from month 12 to 13]																							
2.0	Watershed Evaluation	[Gantt bar from month 2 to 12]																							
	DTM Development	[Gantt bar from month 2 to 3]																							
	Assembly and Evaluation of Watershed Data	[Gantt bar from month 3 to 4]																							
	Hydrologic and Hydraulic Feature Database	[Gantt bar from month 4 to 5]																							
	Preliminary Model Features	[Gantt bar from month 5 to 6]																							
	Draft Deliverables and Report	[Gantt bar from month 7 to 8]																							
	Final Deliverables and Report	[Gantt bar from month 11 to 12]																							
3.0	Watershed Management Plan	[Gantt bar from month 11 to 20]																							
	Watershed Model Parameterization	[Gantt bar from month 12 to 13]																							
	Watershed Model Development	[Gantt bar from month 13 to 14]																							
	Floodplain Delineation	[Gantt bar from month 14 to 15]																							
	Draft Deliverables and Report	[Gantt bar from month 15 to 16]																							
	Final Deliverables and Report	[Gantt bar from month 19 to 20]																							
4.0	Alternative Analysis	[Gantt bar from month 19 to 24]																							
	FPLOS Determination	[Gantt bar from month 19 to 20]																							
	Flooding BMP Alternative Analysis	[Gantt bar from month 20 to 21]																							
	Surface Water Resource Assessment	[Gantt bar from month 19 to 20]																							
	Water Quality BMP Alternative Analysis	[Gantt bar from month 21 to 22]																							
	Draft Deliverables and Report	[Gantt bar from month 22 to 23]																							
	Final Deliverables and Report	[Gantt bar from month 23 to 24]																							



Our Innovation

Additional Elements

Integrated Water Resources

- Our Team members are currently working with Clay County Utility Authority to:
 - Finalize an integrated water resources plan
 - Improve water supply, flood control, and water quality

Funding Support

- Our team has assisted our clients in securing more than \$3.5B in grants and SRF loans
- Current / recent funding applications include FEMA HMGP & ARPA
- SAI Team also reviews FEMA HMGP grants under FEMA contract

Development Review Support

- Conducting reviews of permit applications on behalf of the County

Our Innovation

Real Time Flood Forecasting

Resilience planning tool that is becoming the **future of floodplain management**

- **Prepare** – Anticipate flooding before it happens
- **Mitigate** – Take advance mitigation measures to minimize risks and damages
- **Recover** – Put recovery measures in place earlier to accelerate recovery



(Left) Orlo Vista Area flood forecast 3 days prior to Hurricane Irma in 2017

Presentation of Qualifications

Singhofen & Associates, Inc.
Stormwater Management and
Civil Engineering



May 10, 2022

RFQ # 21/22-17

Professional Engineering Services for Stormwater Modeling

Attachment
“G”
LDC-2022-03



Amendment to Section 12-6(11)
of the code to amend the powers and duties
of the Board of Adjustment

Applicant – Clay County

Board of County Commissioners
May 10, 2022

Purpose of the Proposed Amendment

- The purpose of the amendment is to clarify the powers and duties of the Board of Adjustment
- The proposed language clarifies that decisions that affect land use are not subject to the granting of variances.
- Land use decisions are solely the responsibility of the Board of County Commissioners

Proposed Language

(11) Powers and Duties – The Board of Adjustment shall have the following powers and duties:

(a) Appeals – To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this code adopted pursuant to Chapter 163, Florida Statutes;

(b) Interpretation – To interpret these regulations in this code at the request of the zoning enforcement officials; and,

(c) Granting of Variances – To receive and consider appeals for the granting of variances from the terms of ~~this ordinance~~ this code and to grant such variances pursuant to the provisions established above, provided that no such variance may be granted which allows a use of the property contrary to this code.

Recommendation

- Staff recommends approval of the proposed amendments of the Code to Section 12-6(11).

Attachment
“H”
LDC-2022-02



BOARD OF COUNTY COMMISSIONERS

Code Change LDC-22-02

1st Public Hearing

May 10, 2022

APPLICATION INFORMATION

Applicant: Frank Miller, Gunster Law Firm

Request: Amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code to allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Planning Commission on May 3, 2022 voted 3-3 on a motion to recommend approval.

OVERVIEW

The Lake Asbury Village Center zoning district prohibits drive-thru uses.

The intent of the Lake Asbury Village Center zoning district was for commercial uses to be “in a compact, walkable form accessible by sidewalk”.

Within LAMPA drive-thru uses are only allowed in the Lake Asbury Activity Center zoning district.

The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow drive-thru for delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

PROPOSED TEXT CHANGES

Permitted uses:

- i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or carwash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive-~~through~~ thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

RECOMMENDATION

The application is a request to amend the Land Development Code to allow specific drive-thru uses in the Lake Asbury Village Center zoning district.

Lake Asbury CAC will meet on May 12th

Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above.

Planning Commission voted 3-3 on a motion to recommend approval of the proposed LDC change.

QUESTIONS

Attachment
“I”
Business Tax

Business Tax

BCC Meeting 10 May 2022



Local Business Tax

- Enacted by Ordinance
- Most counties collect through the Tax Collector (20% admin fee)
- Exemptions are allowed per Statute (various businesses)
- Not a Revenue Generator
- Benefits
 - Allows analysis of businesses in the county
 - Allows Public Safety to have an accurate list of all businesses

Requirements

- Beginning October 1, 1995, a county or municipality that has not adopted a business tax ordinance or resolution may adopt a business tax ordinance.
- The business tax rate structure and classifications in the adopted ordinance must be reasonable and based upon the rate structure and classifications prescribed in ordinances adopted by adjacent local governments that have implemented s. [205.0535](#).
- If no adjacent local government has implemented s. [205.0535](#), or if the governing body of the county or municipality finds that the rate structures or classifications of adjacent local governments are unreasonable, the rate structure or classifications prescribed in its ordinance may be based upon those prescribed in ordinances adopted by local governments that have implemented s. [205.0535](#) in counties or municipalities that have a comparable population.

Comparable Counties

	Clay (Proposed)	Charlotte	Martin	Indian River	Duval
Population	218,245	188,910	161,258	159,923	995,567
<u>Fee:</u>					
•Retail Store (\$250,000 Inventory)	\$25 or \$40	\$35 or \$25	\$25	\$40	\$817.55
•Contractor (10 Employees)	\$25 or \$40	\$35 or \$25	\$25	\$40	\$87.50
•Boat Storage (100 spaces, 5 Employee)	\$25 or \$40	\$35 or \$25	\$25	\$40	\$138.75
•Hobby Show (Per Show)	\$25 or \$40	\$35 or \$25	\$25	\$40	\$50.00
		Study	Study	Study	Not compatible as is a consolidated city\county Only adjacent local government that we have been able to determine has implemented .0535

Note: Although Alachua, Leon, Hernando and Bay County could be considered comparable counties, they do not have a Business Tax. Escambia County does however, it exceeds Clay County's population by over 100,000 so it would not be comparable.

Questions from Last Meeting

- Reached out to St Johns, Indian River, and Duval for process
- None actively look for violators however, will:
 - Send letters if they fail to register after previously registering
- Zoning
 - Self attestation is most common
- If complaint is filed, the action is then:
 - Send a letter or send to code enforcement for action
- Exempt Businesses:
 - If not required to have one by statute, then they are not listed (these are very limited)
 - If exempt from paying, then a \$0 tax receipt is issued (same information is still collected)

Exemptions per Florida Statute

The following are entitled to an exemption from a business tax receipt fee:

- A veteran of the United States Armed Forces who was honorably discharged upon separation from service, or the spouse or unremarried surviving spouse of such a veteran
- The spouse of an active duty military service member who has relocated to the county or municipality pursuant to a permanent change of station order
- A person who is receiving public assistance as defined in Florida Statute §409.2554
- A person whose household income is below 130% of the federal poverty level based on the current year's federal poverty guidelines as determined by the [U.S. Department of Health & Human Services](#)
- A person who is 65 years of age or older who uses less than \$1,000 of their capital investment and does not have any more than one employee or helper in connection with the business or occupation
- A person who is physically incapable of manual labor, who uses less than \$1,000 of their capital investment, and does not have more than one employee or helper in connection with the business or occupation
- A person who is a widow/widower with minor dependents(s), uses less than \$1,000 of their capital investment, and does not have more than one employee or helper in connection with the business or occupation

The following are not required to have a business tax receipt:

- Business owners engaged in selling of farm, aqua cultural, grove, horticultural, floricultural, tropical piscicultural or tropical fish farm products, or products manufactured from them when such products were grown or produced by the business owner
- Persons practicing religious tenets of any church
- Any charitable, religious, fraternal, youth, civic, service, or other such organization when the organization makes occasional sales or engages in fundraising projects when the projects are performed exclusively by the members and the proceeds derived from the activities are used exclusively in the charitable, religious, fraternal, youth civic and service activities of the organization.
- College and high school students who have been given approval from the athletic association or authority of their school to sell pennants, badges, insignia and novelties of their school
- Fishermen who have a fresh or salt water fish dealer's license and are selling or disposing of fish caught or acquired by them. The dealer must be selling directly to the consumer from vehicles within the county in which the fish were caught or acquired by the dealer

Fee Generated

Revenue is considered general revenue and is unrestricted

** Note once Clay County sets the fee it cannot be increased but can be decreased

Assumptions:		
Business Count	10000	10000
Percentage Compliance	70%	70%
Fee Charged	\$ 25.00	\$ 40.00
Total Collected		
Business Tax	\$ 175,000.00	\$ 280,000.00
Expenses:		
Tax Collector (20%)	\$ 35,000.00	\$ 56,000.00
Orange Park (4.16%)	\$ 5,824.00	\$ 9,318.40
Green Cove Springs (4.50%)	\$ 6,300.00	\$ 10,080.00
Penny Farms (.37%)	\$ 518.00	\$ 828.80
Keystone (.66%)	\$ 924.00	\$ 1,478.40
Review Code Cases (paying tax)	\$ 66,800.00	\$ 66,800.00
Total Revenue	\$ 59,634.00	\$ 135,494.40



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Finance and Audit Meeting Minutes, May 17, 2022	Backup Material	5/17/2022	Finance_and_Audit_Meeting_Minutes_May_17__2022ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	5/18/2022 - 1:44 PM	Item Pushed to Agenda



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 17, 2022

Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

Chairman James Renninger called the meeting to order at 1:02 pm.

Chairman James Renninger opened the floor for the public comment at 1:03 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 1:03 pm.

BUSINESS

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

- 1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

- 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

After discussion, Chairman James Renninger recommended the Board

place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

6. Budget Resolutions for Grant Awards (M. Mosley)

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

1. Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

After discussion, Chairman James Renninger recommended the Board place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

7. TDC Event Grant Requests (K. Morgan)

Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of \$3,500 reimbursable marketing grant.

4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The

CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

COUNTY MANAGER

Howard Wanamaker, County Manager, said he had no discussion items pending questions from the Committee.

Hearing no other business, Chairman James Renninger adjourned the meeting at 1:22 pm.

Attest:

Committee Chairman

Recording Deputy Clerk



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: Richard
Smith, Director of
Engineering

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept for recording the final plat of Rolling Hills Unit 2A. The plat consist of 24 single family homes and is located off of Sandridge Road.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Plat of Rolling Hills 2A	Backup Material	5/20/2022	Rolling_Hills_2A_Final_Plat.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Plots	Streeper, Lisa	Approved	5/18/2022 - 1:44 PM	Item Pushed to Agenda

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

PLAT BOOK PAGE
SHEET 1 OF 7 SHEETS

TYPE I SUBDIVISION 'PUD' ZONE

LAND USE
ZONING AREA
No. LOTS
IN LOT SIZE

LA RP
15.45 AC +/-
24
5808 sq. ft.

O W N E R
Waltham Development Co.
1564 Royal Fern Lane
Fleming Island, Florida

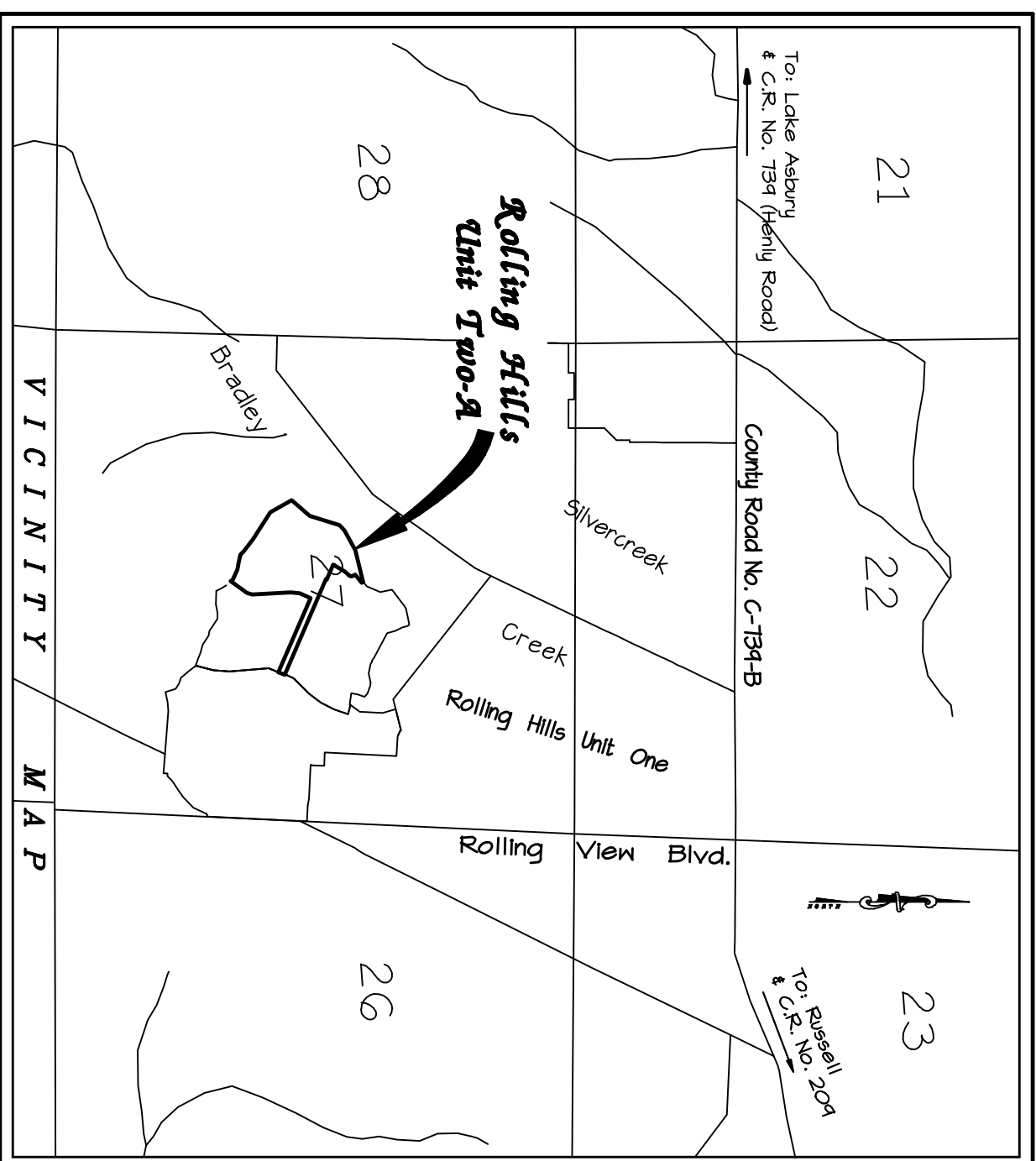
E N G I N E E R
Hadden Engineering
Kingley Avenue
Orange Park, FL

S U R V E Y O R
Eiland & Associates
615 Blending Blvd.
Orange Park, FL

CAPTION

A parcel of land situated in Section 27, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southwest corner of Lot 48, Cedar Creek at Rolling Hills, according to plat thereof recorded in Plat Book 55, pages 44 through 52 of the public records of said county; thence on the west line of Cedar Creek at Rolling Hills, run South 20 degrees 25 minutes 21 seconds West, 20.03 feet to the point of beginning; thence continue on said west line, South 20 degrees 25 minutes 21 seconds West, 60.09 feet; thence North 66 degrees 27 minutes 47 seconds West, 726.03 feet; thence South 23 degrees 33 minutes 47 seconds West, 105.46 feet; thence South 05 degrees 46 minutes 22 seconds West, 71.73 feet; thence South 02 degrees 04 minutes 24 seconds West, 31.32 feet; thence South 03 degrees 21 minutes 42 seconds East, 327.31 feet; thence South 16 degrees 11 minutes 10 seconds West, 47.41 feet; thence South 35 degrees 55 minutes 04 seconds West, 177.51 feet; thence North 41 degrees 41 minutes 10 seconds West, 25.18 feet; thence North 65 degrees 44 minutes 42 seconds West, 94.26 feet; thence North 80 degrees 44 minutes 53 seconds West, 60.51 feet; thence North 75 degrees 39 minutes 31 seconds West, 82.24 feet; thence North 44 degrees 53 minutes 26 seconds West, 37.96 feet; thence North 52 degrees 48 minutes 19 seconds West, 136.94 feet; thence North 57 degrees 09 minutes 39 seconds West, 286.83 feet; thence North 29 degrees 38 minutes 44 seconds West, 222.43 feet; thence North 41 degrees 12 minutes 35 seconds East, 215.26 feet; thence North 17 degrees 35 minutes 09 seconds East, 278.03 feet; thence North 45 degrees 16 minutes 43 seconds East, 66.35 feet; thence North 61 degrees 07 minutes 48 seconds East, 202.01 feet; thence North 76 degrees 27 minutes 41 seconds East, 290.31 feet; thence South 40 degrees 22 minutes 38 seconds East, 14.51 feet; thence South 49 degrees 37 minutes 22 seconds West, 92.48 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 4000 feet, an arc distance of 61.43 feet, said arc being subtended by a chord bearing and distance of South 03 degrees 01 minute 56 seconds East, 55.57 feet; thence South 40 degrees 57 minutes 44 seconds West, 46.44 feet; thence southwesterly on the arc of a curve concave southeasterly and having a radius of 376.00 feet an arc distance of 114.35 feet, said arc being subtended by a chord bearing and distance of South 32 degrees 14 minutes 59 seconds West, 113.91 feet; thence South 23 degrees 32 minutes 13 seconds West, 10.53 feet; thence South 66 degrees 27 minutes 47 seconds East, 146.00 feet; thence South 23 degrees 32 minutes 13 seconds West, 6.45 feet; thence South 66 degrees 27 minutes 47 seconds East, 932.17 feet; to the point of beginning; being 15.45 acres, more or less, in area.



ADOPTION AND DEDICATION

This is to certify that Waltham Development Co., a Florida corporation, hereinafter 'Dedicator', is the lawful owner of the lands described in the caption hereon known as Rolling Hills Unit Two-A, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. All lanes, courts, trails, streets, places and easements for drainage, utilities and sewers, unobstructed easements and non-access easements as shown hereon are hereby irrevocably and without reservation dedicated to Clay County, its successors and assigns. The drainage easements through, around and over the lakes and filtration systems shown on this plat are hereby irrevocably dedicated to Clay County, its successors and assigns and are subject to the following covenants which shall run with the land.

The drainage easements hereby dedicated shall permit Clay County, its successors and assigns, to discharge into said lakes and filtration systems, which these easements traverse, all water which may fall or come upon all trails, courts, lanes and streets hereby dedicated, together with all soil, nutrients, chemicals and all other substances which may flow or pass from said trails, courts, lanes and streets, from adjacent land or from any other source of Public Waters into or through said lakes and filtration systems, without any liability whatsoever on the part of Clay County, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by Clay County, its successors and assigns.

Clay County, its successors and assigns shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the Dedicator or any other person within the area of the lands hereby platted, or of the lakes and filtration systems shown on this plat, but shall have the right to modify the existence of the lakes and filtration systems and that which retains it to effect adequate drainage including but not limited to, the right to remove any water level control structures or any part thereof. The Dedicator, as owner of the lands described and captioned hereon, shall indemnify Clay County and save it harmless from suits, action, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of an occurrence in, upon, at or from the lakes and filtration systems described above, or any part thereof, occasioned wholly or in part by any act of omission of the Dedicator, its agents, contractors, employees, servants, licensees or concessionaires within Rolling Hills Unit Two-A. This indemnification shall run with the land and the assigns of the Dedicator and shall be subject to it.

None of the foregoing shall prohibit Clay County, from establishing a municipal service taxing unit, municipal service benefit unit, stormwater utility, transportation utility, or any other special assessment/fee system within any subdivision for the furnishing of roads, streets, drainage, or other benefits. Nor shall any of the foregoing prohibit the acceptance for maintenance of roads or common facilities by the County Commission if after any filing of any plat, the facilities to be accepted by Clay County for maintenance are upgraded to Clay County acceptance standards by contribution of the local developer or homeowners or by establishment of a municipal service benefit district.

Title to Tracts 'A' (Retention Pond), 'B' (Open Space) and 'C' (Park) shown hereon are hereby retained by Dedicator; provided, however, that Dedicator reserves the right to convey title to said tracts to an entity, including without limitation, a property owners' association, Rolling Hills Community Development District, a municipal services taxing unit or other such entity that will assume all obligation of maintenance thereof.

All private drainage easements shown hereon are hereby dedicated to the Rolling Hills Homeowners Association. The Easements described in General Notes 15, and 16 herein, shall be irrevocably dedicated as stated therein.

IN WITNESS WHEREOF, Waltham Development Co., a Florida corporation, has caused these presents to be executed on the date shown below.

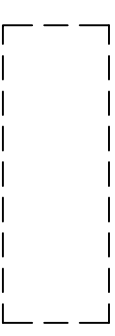
Waltham Development Co., a Florida corporation

_____, witness _____, By: Leonard William Huck, President

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was personally acknowledged before me by means of personal appearance or virtual authorization on this _____ day of _____, 2022, by Leonard William Huck, as president of Waltham Development Co., a Florida corporation on behalf of the corporation.

Notary Public, State of California



Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

Eiland & Associates, Inc., LB 1301
PROFESSIONAL SURVEYORS and MAPPERS
615 Blending Blvd, Orange Park, FL
TELEPHONE (904) 212-1000

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

COUNTY ENGINEER APPROVAL

Approved this ____ day of _____, 2022.

County Engineer _____

BOARD OF COUNTY COMMISSIONERS' APPROVAL

Examined and approved this ____ day of _____, 2022, by the Board of County Commissioners, Clay County, Florida.

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

Chairman of the Board _____

SUBDIVISION IMPROVEMENT GUARANTEE

As a condition precedent to the recordation of this plat in the public records of Clay County, Florida, the undersigned owner of this subdivision does hereby guarantee to each and every person, firm, copartnership or corporation, their heirs, successors and assigns, who shall purchase a lot or lots in said subdivision from said owner, that said owner shall within 12 months of the date of acceptance of the street and drainage improvements by the Board of County Commissioners thereof fully comply with each and every regulation of the Board of County Commissioners of Clay County, Florida, covering subdivisions in effect at the time of the filing of this final plat insofar as the same affects a lot or lots sold.

Time of such performance being of the essence, said guarantee shall be part of each deed of conveyance or contract of sale covering lots in said subdivision, executed by said owner to the same extent and purpose as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

Waltham Development Co.
a Florida corporation

_____, Witness By: _____
Leonard William Huck, President

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was personally acknowledged before me by means of personal appearance or virtual authorization this ____ day of _____, 2022, by Leonard William Huck, as president of Waltham Development Co., a Florida corporation on behalf of the corporation.

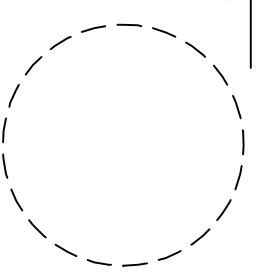
Notary Public, State of Florida



CLERK'S CERTIFICATE

I certify that this plat was filed for recording on this ____ day of _____, 2022, in Plat Book _____, Pages ____ through ____ of the public records of Clay County, Florida.

Clerk of the Circuit Court _____



LAND USE
ZONING
AREA
No. LOTS
IN LOT SIZE
LA #
15.45 AC +/-
24
5808 Sq. Ft.

PLAT BOOK	PAGE
SHEET 2 OF 7 SHEETS	
TYPE I SUBDIVISION "PUD" ZONE	

OWNER
Waltham Development Co.
1504 Royal Fern Lane
Fleming Island, Florida

ENGINEER
Hadden Engineering
Kingsley Avenue
Orange Park, FL

SURVEYOR
Eiland & Associates
615 Blanding Blvd.
Orange Park, FL

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

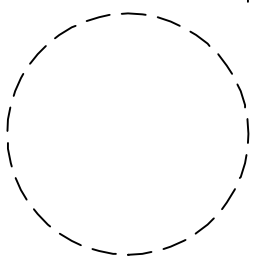
Approved this ____ day of _____, 2022.

Director of Economic and Development Services

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has reviewed this plat on behalf of Clay County, Florida, in accordance with the requirements of Section 177.02(1), Florida Statutes (1998), and has determined that said plat conforms with the requirements of Chapter 177, Florida Statutes. The undersigned did not prepare this plat. This certificate is made as of this ____ day of _____, 2022.

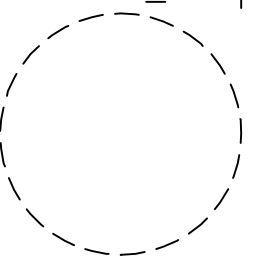
John M. McLoren
Florida Registration No 54714
6431 Connie Jean Road
Jacksonville, Florida 32222



SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed, platted and described hereon, that Permanent Reference Monuments have been placed as shown on said plat in accordance with Chapter 177, Florida Statutes, as amended, and that Permanent Control Points will be set as shown in accordance with said laws, that said survey was made under my responsible direction and supervision and that the survey data shown on said plat complies with all the requirements of said chapter. Signed this ____ day of _____ of _____, 2022.

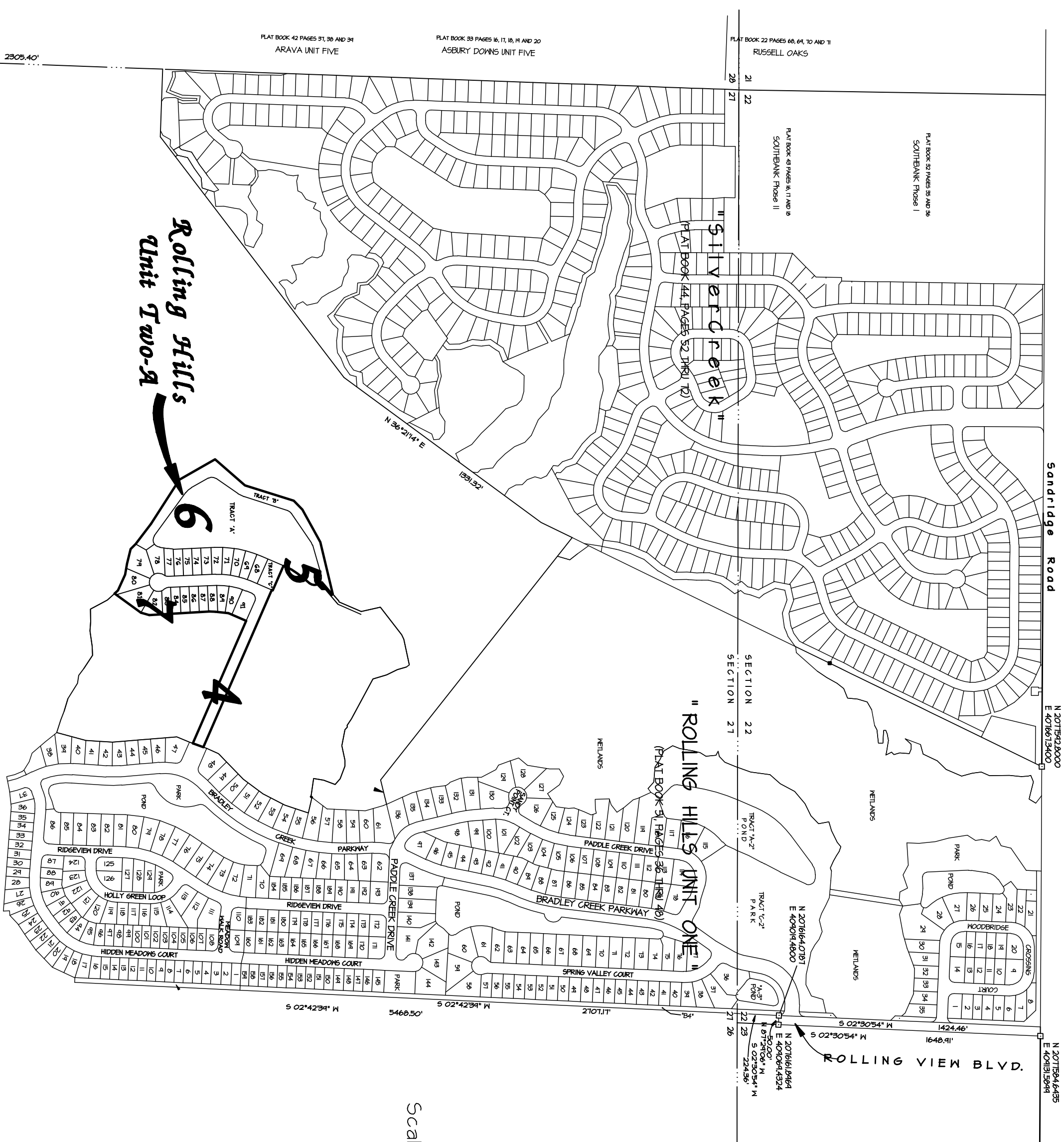
Harold T. Eiland
Florida Cert. No. 2518
Eiland and Associates, Inc., LB 1361
615 Blanding Boulevard
Orange Park, Florida
904-272-1000



Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

COUNTY ROAD C-134-B



SECTION 27, TOWNSHIP 5 SOUTH, RANGE 25 EAST

LAND USE ZONING No. LOTS MIN. LOT SIZE LA RT PUD 24 55 AC +/- 5808 Sq. Ft.

O.W.N.E.R. Waltham Development Co.
1564 Royal Fern Lane
Fleming Island, Florida

ENGINEER Nathan Engstrom
Rospity Avenue
Orange Park, FL

SURVEYOR Eiland & Associates
615 Blanding Blvd.
Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative, Inc.
Water and Sewer service provided by Clay County Utility Authority.

AREAS LEGEND	
TRACT 'A'	RETENTION POND
TRACT 'B'	OPEN SPACE
TRACT 'C'	PARK

GENERAL NOTES

- 1) Permanent Control Point shown thus: ●
- 2) Permanent Reference Monument shown thus: ○
- 3) Tabulated Curve Number shown thus: CI
- 4) Radial Lot Lines shown thus: (Road)
- 5) Building Restriction Lines shall be as follows:
minimum front setback = 20 Feet
minimum rear setback = 15 Feet
minimum side setback abutting lot = 5 Feet
minimum side setback abutting street = 20 Feet
6) Basements shown hereon are based on 5.94'±(40.5)" E for the right-of-way line of Sandridge Road (County Road 134-B).
- 7) All return radii are 30 feet unless noted otherwise.
- 8) According to Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014, the property shown herein is situated in ZONE X.
- 9) All plotted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, or operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.
- 10) CCJA Denotes Clay County Utility Authority
- 11) CEC Denotes Clay Electric Cooperative
- 12) Whether depicted on the plat or not, the Dedicator/Owner hereby grants Clay Electric Cooperative, Inc., and Clay County Utility Authority, a ten foot (10') wide perpetual easement for utility services over, under upon and across all lands lying adjacent to, parallel with, and outside of the areas shown on the plat as roads, streets, or other rights-of-way.
- 13) Where a Clay Electric Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, Clay Electric Cooperative, Inc. shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay Electric Cooperative, Inc.'s facilities.
- 14) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc., Clay County Utility Authority shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay Electric Cooperative, Inc. shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay County Utility Authority's facilities.
- 15) All easements for water and sewer systems marked CCJA, and shown on plat, are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (CCJA), its successors and assigns.
- 16) All easements for the underground electrical distribution system marked CEC, and shown on plat are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC)
- 17) P.C. Denotes Point of Curvature
P.T. Denotes Point of Tangency
P.R.C. Denotes Point of Reverse Curvature
R.P. Denotes Radius Point
- 18) CDD Denotes Community Development District

Scale: 1" = 500'



Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE
ZONING
AREA
No. LOTS
IN LOT
SIZE

L.A.R.
15.45 AC +/-
24
5808 Sq. Ft.

PLAT BOOK PAGE

SHEET 4 OF 7 SHEETS

TYPE I SUBDIVISION 'PUD' ZONE

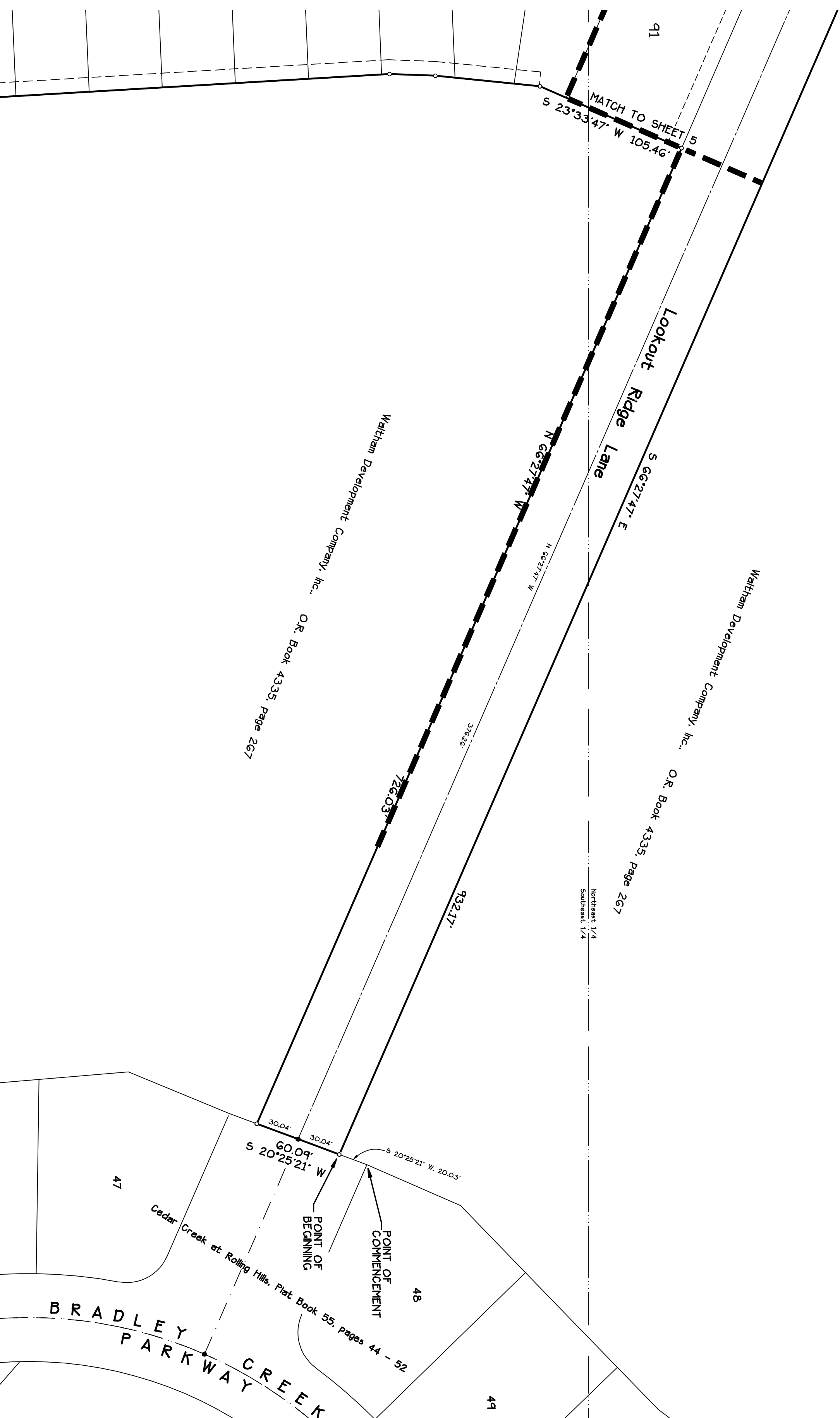
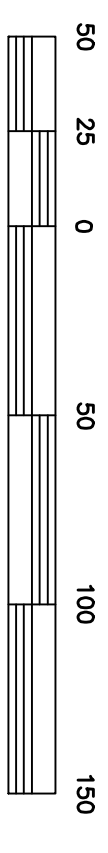
OWNER
Waltham Development Co.
1564 Royal Fern Lane
Fleming Island, Florida

ENGINEER
Hadden Engineering
Kingsley Avenue
Orange Park, FL

SURVEYOR
Eiland + Associates
615 Blending Blvd.
Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be superintended in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative
Water and Sewer service provided by Clay County Utility Authority



Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE
ZONING
AREA
No. LOTS
PLOT SIZE

LA RP
15.45 AC +/-
24
5808 Sq. Ft.

PLAT BOOK PAGE

SHEET 5 OF 7 SHEETS

TYPE I SUBDIVISION 'PUD' ZONE

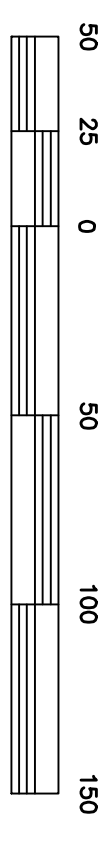
OWNER
Waltham Development Co.
1564 Royal Fern Lane
Fleming Island, Florida

ENGINEER
Hadden Engineering
Kingley Avenue
Orange Park, FL

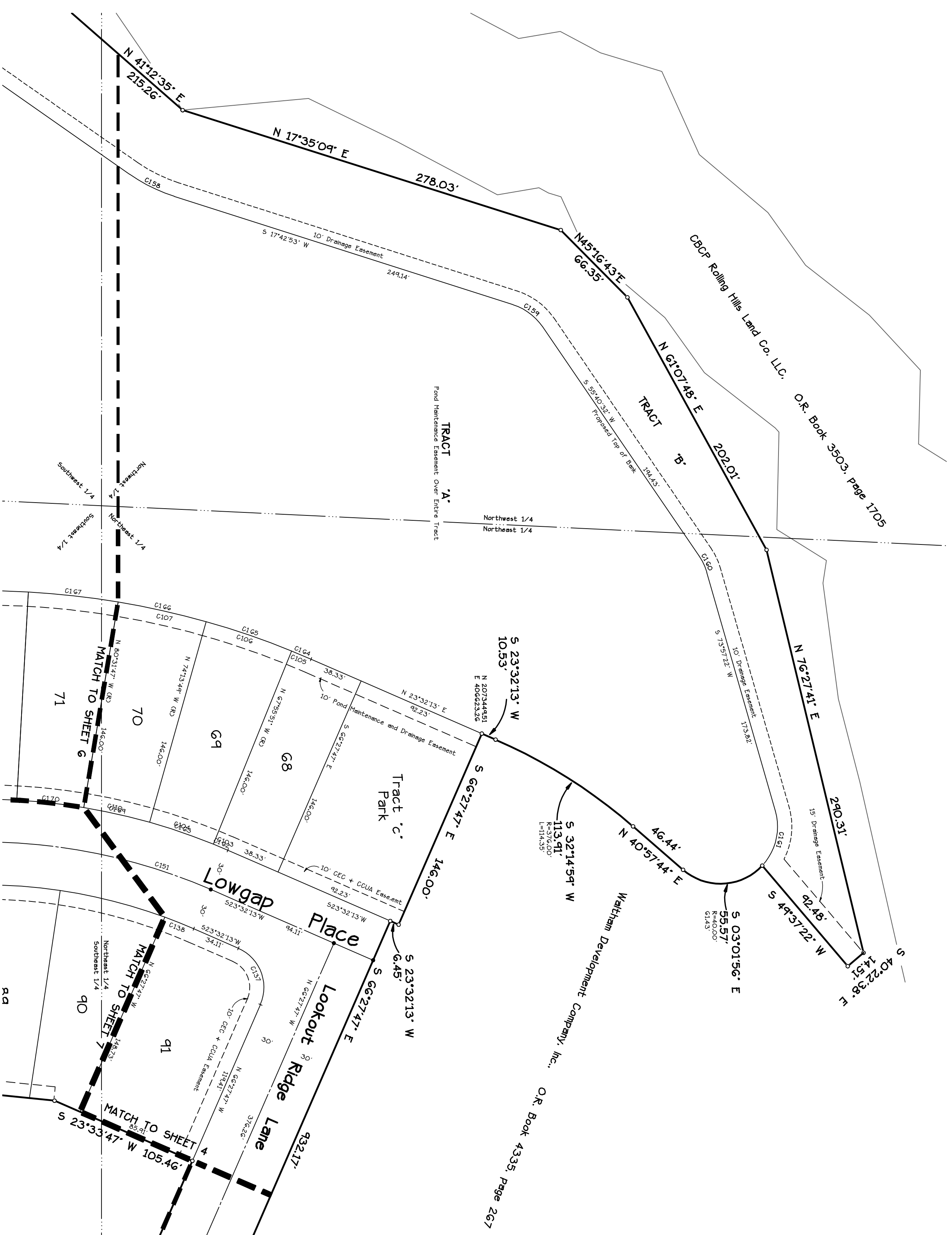
SURVEYOR
Eiland & Associates
615 Blending Blvd.
Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be superseded in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative
Water and Sewer service provided by Clay County Utility Authority



CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING	CHORD	DELTA
C105	1102	4300.00	522.4611W	1102	733.05	123.05
C104	4728	4300.00	518.9510W	4728	617.93	128.93
C103	4416	5926.00	522.4611W	1476	128.93	128.93
C102	4416	5926.00	522.4611W	1476	128.93	128.93
C101	4728	4300.00	518.9510W	4728	617.93	128.93
C100	4128	3200.00	518.9510W	4128	501.93	118.93
C099	4128	3200.00	518.9510W	4128	501.93	118.93
C098	4128	3200.00	518.9510W	4128	501.93	118.93
C097	4128	3200.00	518.9510W	4128	501.93	118.93
C096	4128	3200.00	518.9510W	4128	501.93	118.93
C095	4128	3200.00	518.9510W	4128	501.93	118.93
C094	4128	3200.00	518.9510W	4128	501.93	118.93
C093	4128	3200.00	518.9510W	4128	501.93	118.93
C092	4128	3200.00	518.9510W	4128	501.93	118.93
C091	4128	3200.00	518.9510W	4128	501.93	118.93
C090	4128	3200.00	518.9510W	4128	501.93	118.93
C089	4128	3200.00	518.9510W	4128	501.93	118.93
C088	4128	3200.00	518.9510W	4128	501.93	118.93
C087	4128	3200.00	518.9510W	4128	501.93	118.93
C086	4128	3200.00	518.9510W	4128	501.93	118.93
C085	4128	3200.00	518.9510W	4128	501.93	118.93
C084	4128	3200.00	518.9510W	4128	501.93	118.93
C083	4128	3200.00	518.9510W	4128	501.93	118.93
C082	4128	3200.00	518.9510W	4128	501.93	118.93
C081	4128	3200.00	518.9510W	4128	501.93	118.93
C080	4128	3200.00	518.9510W	4128	501.93	118.93
C079	4128	3200.00	518.9510W	4128	501.93	118.93
C078	4128	3200.00	518.9510W	4128	501.93	118.93
C077	4128	3200.00	518.9510W	4128	501.93	118.93
C076	4128	3200.00	518.9510W	4128	501.93	118.93
C075	4128	3200.00	518.9510W	4128	501.93	118.93
C074	4128	3200.00	518.9510W	4128	501.93	118.93
C073	4128	3200.00	518.9510W	4128	501.93	118.93
C072	4128	3200.00	518.9510W	4128	501.93	118.93
C071	4128	3200.00	518.9510W	4128	501.93	118.93
C070	4128	3200.00	518.9510W	4128	501.93	118.93
C069	4128	3200.00	518.9510W	4128	501.93	118.93
C068	4128	3200.00	518.9510W	4128	501.93	118.93
C067	4128	3200.00	518.9510W	4128	501.93	118.93
C066	4128	3200.00	518.9510W	4128	501.93	118.93
C065	4128	3200.00	518.9510W	4128	501.93	118.93
C064	4128	3200.00	518.9510W	4128	501.93	118.93
C063	4128	3200.00	518.9510W	4128	501.93	118.93
C062	4128	3200.00	518.9510W	4128	501.93	118.93
C061	4128	3200.00	518.9510W	4128	501.93	118.93
C060	4128	3200.00	518.9510W	4128	501.93	118.93
C059	4128	3200.00	518.9510W	4128	501.93	118.93
C058	4128	3200.00	518.9510W	4128	501.93	118.93
C057	4128	3200.00	518.9510W	4128	501.93	118.93
C056	4128	3200.00	518.9510W	4128	501.93	118.93
C055	4128	3200.00	518.9510W	4128	501.93	118.93
C054	4128	3200.00	518.9510W	4128	501.93	118.93
C053	4128	3200.00	518.9510W	4128	501.93	118.93
C052	4128	3200.00	518.9510W	4128	501.93	118.93
C051	4128	3200.00	518.9510W	4128	501.93	118.93



Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida

LAND USE
ZONING
AREA
No. LOTS
NET LOT
SIZE

LA R²
15.45 AC +/-
24
5808 sq. ft.

PLAT BOOK PAGE

SHEET 6 OF 7 SHEETS

TYPE I SUBDIVISION 'PUD' ZONE

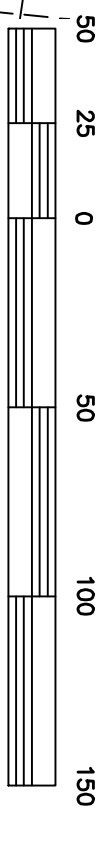
OWNER
Waltham Development Co.
1564 Royal Fern Lane
Fleming Island, Florida

ENGINEER
Hadden Engineering
Kingley Avenue
Orange Park, FL

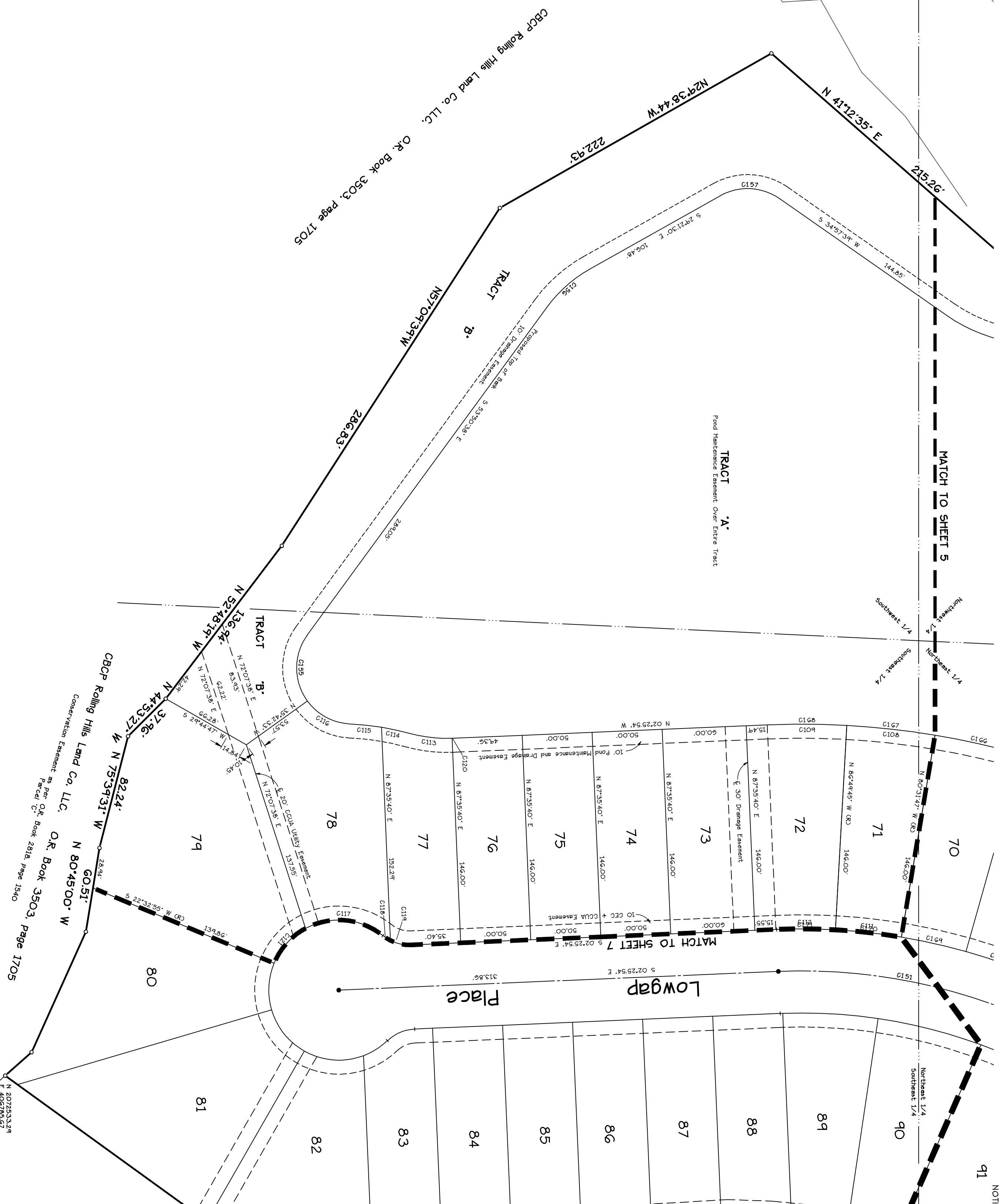
SURVEYOR
Eiland & Associates
615 Blinding Blvd.
Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be superseded in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative
Water and Sewer service provided by Clay County Utility Authority



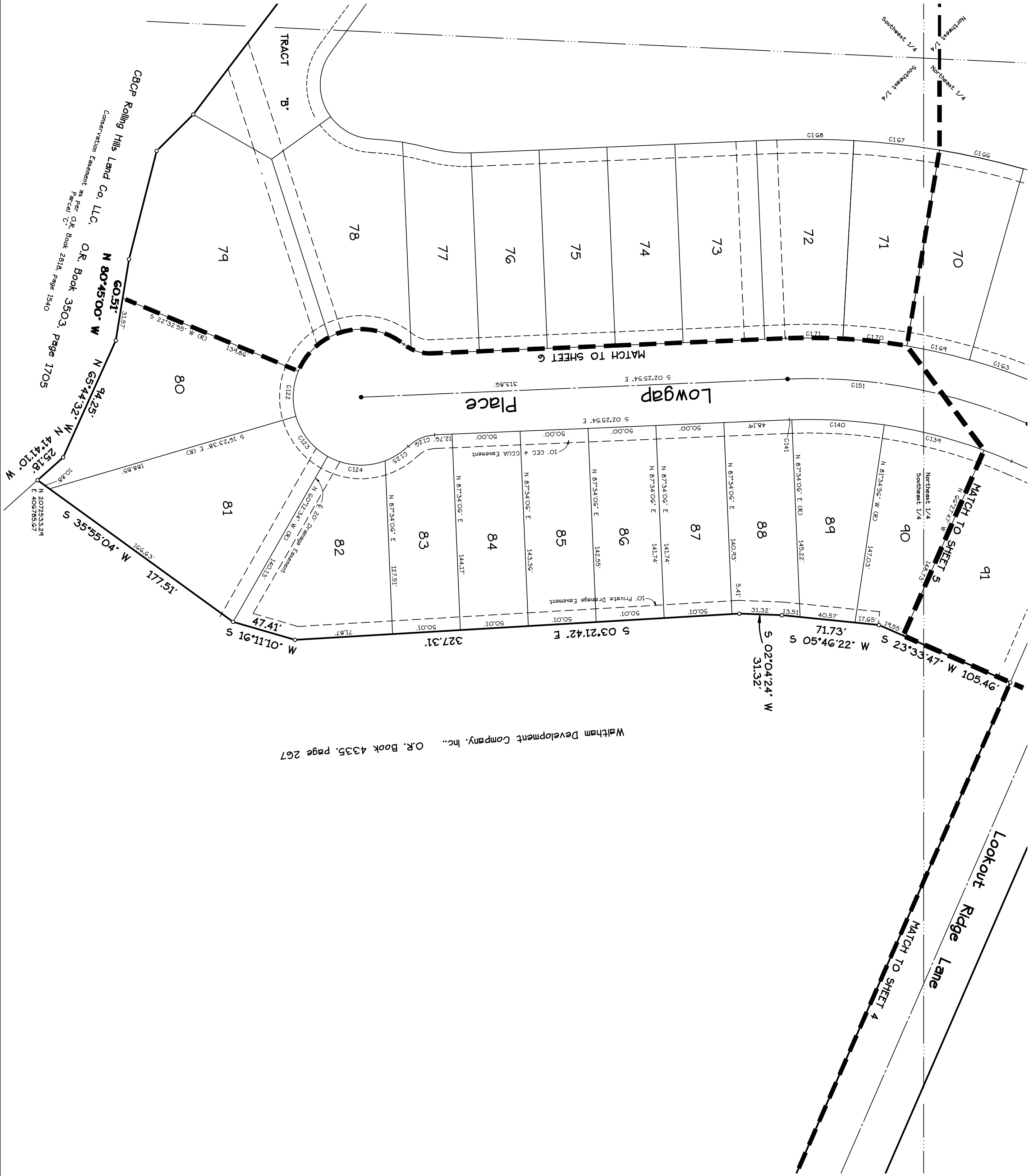
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C106	63.33	576.00	S06°19'14" W	63.30	6°17'36"
C111	47.26	430.00	S00°18'11" W	47.26	6°17'36"
C112	42.05	400.00	N00°22'11" E	42.03	5°56'04"
C113	20.26	180.00	N05°01'12" E	20.24	1°50'23"
C114	20.26	180.00	S05°01'12" W	20.24	1°50'23"
C115	22.36	190.00	S05°50'34" W	22.37	6°44'36"
C116	35.40	400.00	N48°11'18" E	34.71	5°15'46"
C118	64.3	300.00	N32°50'27" E	62.42	12°16'30"
C119	15.25	30.00	N27°07'57" E	15.04	2°40'7.37"
C120	100.00	100.00	N42°18'11" E	33.64	9°12'1.9"
C121	57.00	500.00	S07°31'07" W	57.00	9°12'1.9"
C124	161.24	400.00	S10°33'10" W	174.75	25°58'0.7"
C125	100.00	100.00	S48°18'21" E	100.00	41°17'11.1"
C126	50.00	400.00	S48°18'21" E	47.17	7°28'11.1"
C127	44.90	400.00	S02°40'03" W	42.58	6°41'00.4"



Eiland & Associates, Inc., LB 1301
PROFESSIONAL SURVEYORS and MAPPERS
615 Blinding Blvd, Orange Park, FL
TELEPHONE (904) 271-1000

Rolling Hills Unit Two-A

Section 27, Township 5 South, Range 25 East, Clay County, Florida



LAND USE
ZONING
AREA
No. LOTS
IN LOT
SIZE

LA RP
15.45 AC +/-
24
5808 sq. ft.

PLAT BOOK PAGE
SHEET 7 OF 7 SHEETS
TYPE I SUBDIVISION 'PUD' ZONE

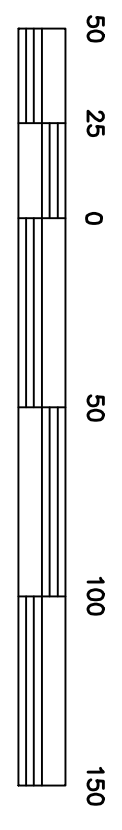
OWNER
Waltham Development Co.
1564 Royal Fern Lane
Fleming Island, Florida

ENGINEER
Hadden Engineering
Kingley Avenue
Orange Park, FL

SURVEYOR
Eiland + Associates
615 Blending Blvd.
Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be superseded in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative
Water and Sewer service provided by Clay County Utility Authority



CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C122	33.26	50.00	S46°55'22"E	33.33	38°56'33"
C123	36.26	50.00	N69°31'52"E	37.60	44°10'14"
C124	42.26	50.00	N72°52'52"E	42.26	50°00'00"
C125	20.14	50.00	N37°16'25"W	20.14	23°08'00"
C126	12.76	50.00	N23°09'11"W	12.76	14°24'35"
C127	12.76	50.00	N23°09'11"W	12.76	14°24'35"
C128	64.25	370.00	S03°06'01"W	64.35	10°44'00"
C129	18.24	400.00	S10°33'00"W	17.93	8°58'07"

Waltham Development Company, Inc. O.R. Book 4335, page 267



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 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:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Finance Business Cover Memo		5/17/2022	Finance_Summary_5.24.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	5/18/2022 - 11:51 AM	Item Pushed to Agenda

FINANCE DEPARTMENT BUSINESS

For Board Meeting Date of : May 24, 2022

1. **DOCUMENTS FILED FOR THE RECORD/INFORMATION, IN THE FINANCE DEPARTMENT AND APPROVAL OF EQUIPMENT DISPOSAL, TRANSFER AND ACCEPTANCE**

a. ***Inventory - CCSO - Surplus***

Request the Board's acceptance of the CCSO vehicles listed on the attached and it is requested that the vehicles be stored as surplus property subject to transfer or public auction.

b. ***Inventory - Parks & Recreation - Surplus***

The County property listed on the attached has some cash value and it is requested that it be stored as surplus property subject to transfer, public auction or trade-in.

c. ***Inventory - IT - Recycling***

The County IT equipment listed on the attached has served its useful life and will be sent to recycling.

2. **APPROVAL OF PAYMENTS**

a. ***Ratification of Payments***

a. Ratification of Payments

1) Ratification of Check Register dated from May 7 - May 20, 2022

2) Ratification of Procurement Card Payment

May 12 \$10,392.93

2) Ratification of AD HOC Payments from May 4 - May 13, 2022

a) May 6 \$61,050.00 Retirees Opt Out Payments

\$6,435.86 Workers Compensation

b) May 12 \$138,437.47 School Board Impact Fee

\$16,151.40 Workers Compensation

\$324.63 TDC Tax

3. **OTHER, APPROVAL FOR REQUEST(S), FOR REFUND(S) AND FINANCIAL REQUEST(S)**

a. ***Other Approvals***

Pay Period Ending: May 10, 2022

Direct Deposits in the amount of: \$924,070.38

Payroll related expenditures in the amount of: \$294,704.13

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: Karen Smith
Administrative and
Contractual Services

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)
 - 1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
 - 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance
2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)
 - 1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
 - 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance
3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project

complete the project.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)
Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.
5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)
Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure
6. Budget Resolutions for Grant Awards (M. Mosley)
Approval of the following two (2) budget resolutions for grant awards under \$50,000:
 1. Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
 2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants
7. TDC Event Grant Requests (K. Morgan)
Approval of the Tourist Development Council's (TDC) recommendations of the following grants:
 - 1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.
 - 2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stay-to-Play tournament with no rebates.
 - 3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of \$3,500 reimbursable marketing grant.
 - 4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants
8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)
Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

<https://claycounty.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=1737&MinutesMeetingID=1121&doctype=Agenda>

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	5/18/2022 - 11:51 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County
Commissioners

DATE: 5/12/2022

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Email from Eric Romano dated 05-11-22	Cover Memo	5/16/2022	Romano_Email_dated_05-11-22ADA.pdf
Walgreens Settlement Participation Form	Agreement/Contract	5/16/2022	Walgreens_Settlement_Participation_Agreement_FormADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/17/2022 - 12:30 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes

From: Eric Romano <eric@romanolawgroup.com>
Sent: Wednesday, May 11, 2022 5:15 PM
To: Courtney Grimm <Courtney.Grimm@claycountygov.com>; Daphne Roberts <Daphne.Roberts@claycountygov.com>
Cc: Jamey Szerdi <jamey@romanolawgroup.com>; Michael Kahn <michael@michaelkahnpa.com>; Douglas Beam (doug@dougbeam.com) <doug@dougbeam.com>
Subject: Important Opioid Litigation Update - ACTION REQUIRED BY JUNE 3RD

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.

Courtney,

As you may have already heard, Florida recently reached a \$683 million settlement with Walgreens in the opioid litigation on behalf of the state and all counties and municipalities. You can read the settlement agreement at [Walgreens Settlement Agreement](#). These settlement funds will be paid over the next 18 years and will be allocated between the State and local subdivisions pursuant to the existing statewide allocation agreement (aka the MOU), using the same allocation model applied to prior settlements. As with the prior settlements, we recommend that your city/county join this settlement by signing the attached Participation Agreement. By joining this settlement, you will also consent to dismissing your claims against Walgreens once the settlement is finalized and approved.

ACTION REQUIRED BY JUNE 3, 2022:

ACTION ITEM #1:

Please sign the attached Participation Agreement and submit it as soon as possible. This settlement has an accelerated timeline. [To qualify for expedited payment of the initial funds, you must submit your signed Participation Agreement by June 3, 2022.](#)

Please e-mail your executed Participation Agreement to FLOpioidParticipation@myfloridalegal.com with a copy to eric@RomanoLawGroup.com. The subject line should say “[Name of city/county], FL Participation Form - Walgreens”.

ACTION ITEM #2:

Settlement funds will be wired to you, with initial payments beginning in the near future. Please provide us with your W9 and the wiring instructions for the account where the settlement funds should be sent. [You will not receive your settlement funds until you provide this information.](#) To provide this information to us securely, please upload your signed W9 form and wiring instructions to the secure Dropbox folder we have created at [Opioid Client Documents](#). You can provide your wiring instructions

either in a Word or PDF document. If you prefer an added layer of security, you may password-protect the document before uploading it, and you can email the password to me at eric@RomanoLawGroup.com.

As always, we appreciate your continued assistance throughout this process. If you have any questions related to the information contained within this correspondence or any other questions regarding the opioid litigation, please do not hesitate to contact me.

Thank you.

Eric



Eric Romano

Board Certified by the Florida Bar and the
National Board of Trial Advocacy in
Criminal Trial Law

ROMANO LAW GROUP

801 Spencer Drive
West Palm Beach, FL 33409
(561) 533-6700
romanolawgroup.com

EXHIBIT D

SUBDIVISION SETTLEMENT PARTICIPATION FORM

(Walgreens Settlement)

Governmental Entity: Clay County	State: Florida
Authorized Official: Wayne Bolla, Chairman	
Address 1: 477 Houston Street	
Address 2: P.O. Box 1366	
City, State, Zip: Green Cove Springs, FL 32043	
Phone: (904) 269-6303	
Email: Courtney.Grimm@claycountygov.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated May 4, 2022 (“*Walgreens Settlement*”),¹ and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement.

¹ The defined terms in the Walgreens Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walgreens Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision

Settlement Participation Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Wayne Bolla

Title: Chairman

Date: May 24, 2022
(the "Execution Date of this Subdivision Settlement Participation Form")

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, May 24 4:00 PM

TO: Board of County
Commissioners

DATE: 5/13/2022

FROM: Milton Towns, Interim
Director, Environmental Services
Dept.

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

A comprehensive nine-month study of the County's solid waste management system and development of a 20-year Solid Waste Management Plan (SWMP) was completed in May, 2022. The results of the study, the 20-year SWMP and recommendations were presented before the Board of County Commissioners at a Solid Waste Management Workshop on May 10, 2022. This brief is a follow-up to that solid waste management discussion to provide additional information.

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

n/a

ATTACHMENTS:

Description	Type	Upload Date	File Name
□ Outline	Backup Material	5/17/2022	Agenda_Item-BCC-5.24.pdf

- ▢ SW Mgmt Backup 5/18/2022 Solid_Waste_Management_Brief_(1)ada.pdf
Brief Material
- ▢ Service Backup 5/18/2022 Clay_County_Service_Update_5.24.pdf
Update Material

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Environmental Services	Streeper, Lisa	Approved	5/18/2022 - 1:45 PM	Item Pushed to Agenda

Agenda Item: Solid Waste Management Brief

Agenda Type: BCC – 5/24/22

Agenda Category: Old Business

Subject: Solid Waste Management Brief

Background Information:

A comprehensive nine-month study of the County's solid waste management system and development of a 20-year Solid Waste Management Plan (SWMP) was completed in May, 2022. The result of the study, the 20-year SWMP and recommendations were presented before the Board of County Commissioners at a solid Waste Management Workshop on May 10, 2022. This brief is a follow-up to that solid waste management discussion to provide additional information.

Suggested Motion/Recommendation/Action:

That the Board approve staff recommendations for the County's solid waste system, specifically:

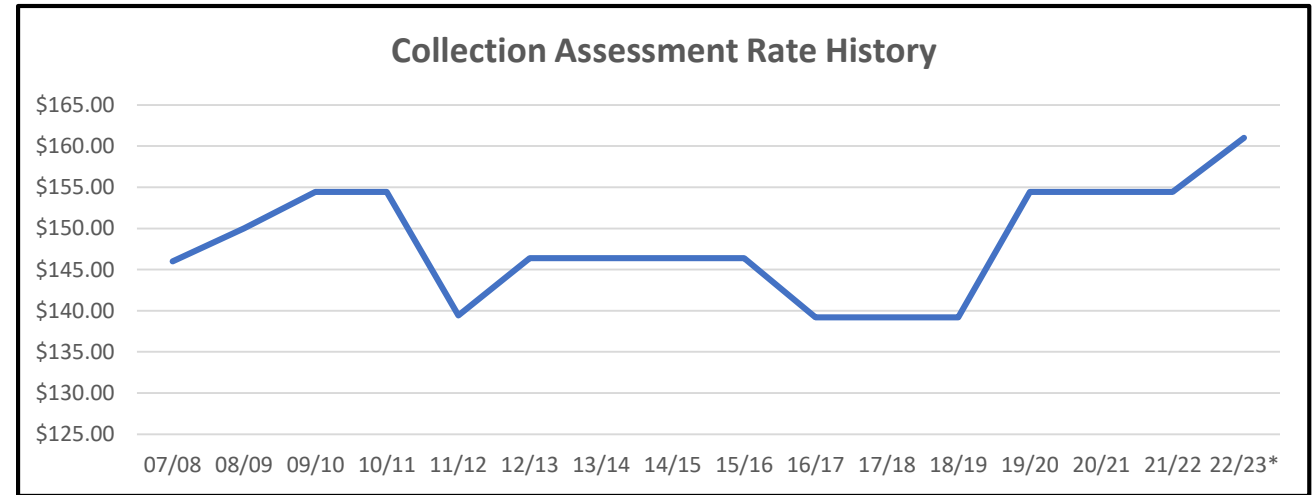
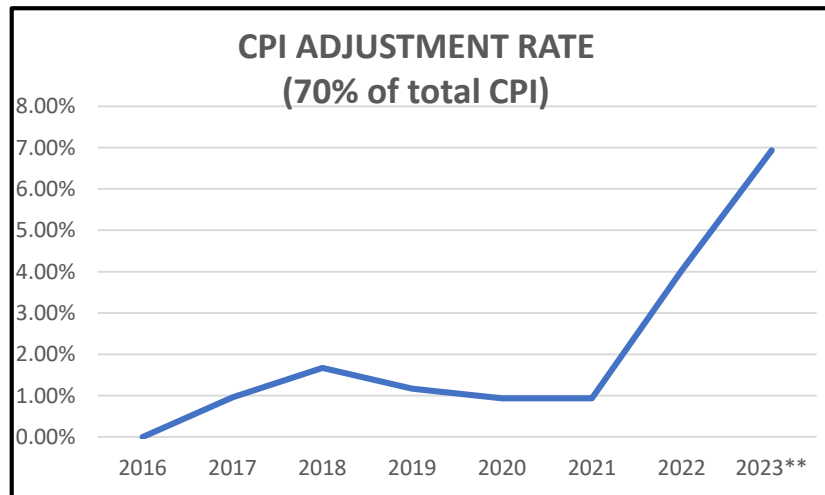
- Collection Assessment Rate
- Capital Improvement Plan
- Recycling Collection Option
- Residential Disposal Allowance

Agenda

1. Enterprise Funds Cost and Revenue Projections
 - a. Collection (Fund 402)
 - i. Collection Assessment Rate
 - b. Disposal Fund (401)
 - i. Capital Improvement Plan & Tipping Fees
2. Recycling Collection Options
3. Residential Disposal Allowance
4. In-house Curbside Collection Services
 - a. Cost to provide collection services with County staff

Solid Waste Collection Assessment

- Adopted October, 2006
- Only source of funds for Solid Waste Collection (Contract and Operating Expenses)
- Current Assessment Rate \$12.87/month, \$154.44/year
- Rate is adjusted January 1 each year using the Consumer Price Index from the U.S. Bureau of Labor Statistics



Collection Assessment Fund

Current Condition

	Fiscal Year 2021/2022
Current Fund Balance	1,462,000
Projected Revenue	<u>10,136,000</u>
Subtotal	11,598,000
Projected Expenses	<u>10,042,000</u>
Ending Fund Balance	1,556,000

WM Service Option Rates

- Current Contract Rate per household - \$12.22/month
- Option #2 - \$9.81/month **Staff recommendation*
- Option #1 - \$10.31/month
- Option #3a - \$11.97/month

WM Options – Effects on Fund Balance

WM Option #1 \$10.31/mo

FY 2023

Beginning Fund Balance	1,556,000
(13.42*/mo) Revenues	9,127,000
Subtotal	10,683,000
Expenses	9,663,000
Change In Reserves	(536,000)
Ending Fund Balance	1,020,000

*11.52 after rebate

FY 2024

Beginning Fund Balance	1,020,000
(16.10/mo) Revenues	12,749,100
Subtotal	13,769,100
Expenses	10,507,000
Change In Reserves	2,242,100
Ending Fund Balance	3,262,100

FY 2025

Beginning Fund Balance	2,510,000
(19.85/mo) Revenues	16,292,900
Subtotal	18,802,900
Expenses	17,234,300
From Reserves	(941,400)
Ending Fund Balance	1,568,600

WM Option #2 \$9.81/mo

FY 2023

Beginning Fund Balance	1,556,000
(13.42*/mo) Revenues	9,127,000
Subtotal	10,683,000
Expenses	9,215,000
Change In Reserves	(88,000)
Ending Fund Balance	1,468,000

*11.52 after rebate

FY 2024

Beginning Fund Balance	1,468,000
(16.10/mo) Revenues	12,749,100
Subtotal	14,217,100
Expenses	10,024,000
Change In Reserves	2,725,100
Ending Fund Balance	4,193,100

FY 2025

Beginning Fund Balance	4,193,100
(19.85/mo) Revenues	16,292,900
Subtotal	20,486,000
Expenses	17,234,300
From Reserves	(941,400)
Ending Fund Balance	3,251,700

WM Option #3a \$11.97/mo

FY 2023

Beginning Fund Balance	1,556,000
(13.42*/mo) Revenues	9,127,000
Subtotal	10,683,000
Expenses	11,200,800
Change In Reserves	(2,073,800)
Ending Fund Balance	(517,800)

*11.52 after rebate

FY 2024

Beginning Fund Balance	(517,800)
(16.10/mo) Revenues	12,749,100
Subtotal	12,231,300
Expenses	12,515,100
Change In Reserves	234,000
Ending Fund Balance	(283,800)

FY 2025

Beginning Fund Balance	(283,800)
(19.85/mo) Revenues	16,292,900
Subtotal	16,009,100
Expenses	17,234,300
From Reserves	(941,400)
Ending Fund Balance	(1,225,200)

Collection Assessment Base Rate Step Increase

- Enter into new contract October 1, 2024
- Estimated new contract rate \$18.00/household/month

	YEARLY	MONTHLY	
Current Rate	\$154.44	\$12.87	
October 1, 2022	\$161.00	\$13.42	\$11.52 after rebate
October 1, 2023	\$193.20	\$16.10	
October 1, 2024	\$238.20	\$19.85	New Contract year

- Surrounding Counties Subscription Service Rates
 - Marion - \$20/month, trash only, once per week
 - Bradford - \$27/month, trash only, once per week
 - Alachua - \$24/month, trash & recycle, once each per week

The Cost of Recycling

Current Dual Stream Recycling Program					
TONS		REVENUE	TONS		REVENUE
FY2021	6273	\$ 83,900	FY2022 to date	1131	\$ 61,700
Cost of County Material Recycling Facility (MRF) Operations related to curbside recycling = \$70,000 (does not include administrative expense or equipment replacement costs)					

Cost of Single Stream Recycling at Current Rates					
TONS		COST	TONS		COST
FY2021	6273	\$ 784,125	FY2022 to date	1131	\$ 141,375
Current Single Stream Recycling Rates (Republic Services)					
\$115/ton Processing Fee + ERF & FRF					
<i>ERF - Environmental Regulation Fee</i>			\$125/ton cost to County (est)		
<i>FRF - Fuel Recovery Fee</i>			NO REBATE GIVEN		

Cost to Landfill					
TONS		COST	TONS		COST
FY2021	6273	\$ 223,832	FY2022 to date	1131	\$ 41,904
Disposal Cost per Ton					
Oct 20 - Sep 21 - \$35.82					
Oct 21 - Sep 22 - \$37.22					

Solid Waste Disposal Fund

- Main sources of Disposal Fund revenue - Residential Disposal Assessment Fees, Tipping Fees at Rosemary Hill Facility, and Franchise Hauler Fees.
- Residential Disposal Assessment adopted in 1993 at \$84.00 per household/year. Rate held for 22 years until lowered to \$72.00 in FY16/17.
- Tipping Fees at Rosemary Hill remained steady until lowered in FY 16/17.
- Franchise Hauler Fees have experienced no change.

Capital Improvement Effects on Fund

- Chart below shows the capital improvement plans projected effect on current reserves and future revenues

Revenue	Est. Actuals FY21-22 Totals	Requested FY22-23 Budget	Projected FY23-24	Projected FY24-25	Projected FY25-26	Projected FY26-27
TOTAL PROJECTED REVENUE	12,834,100	12,872,560	13,516,188	14,191,997	14,901,597	15,646,677
Beginning Balance in Reserves	31,913,956	21,374,194	17,900,392	14,860,600	6,056,318	(627,178)
LESS Operating Expenses	(12,669,657)	(14,028,734)	(14,730,171)	(15,466,679)	(16,240,013)	(17,052,014)
LESS Planned Capital Improvements	(62,500)	(1,674,000)	(1,150,000)	(6,820,000)	(4,600,000)	(5,400,000)
LESS Disaster Contingency	(10,000,000)					
Ending Balance in Reserves	21,374,194	17,900,392	14,860,600	6,056,318	(627,178)	(8,214,848)

Disposal Fund - Staff Recommendations

- New Transfer & Disposal Contract begins October 1, 2023.
- Staff recommends no changes to current Disposal Assessment rate or Franchise Hauler fees. Will re-evaluate when new T&D rates are known.
- Staff recommends changes to Tipping Fees at Rosemary Hill

Landfill Tipping Fees	Current Tipping Fee	Current Disposal Rate	Proposed Tipping Fee
Class I - Franchise	\$ 40.00	\$ 37.22	\$ 47.00
Class I - Non-Franchise*	\$ 50.00		\$ 57.00
C&D - Franchise	\$ 30.00	\$ 30.33	\$ 37.00
C&D - Non Franchise*	\$ 40.00		\$ 47.00
Yard Waste - Franchise	\$ 30.00	\$ 22.91	\$ 37.00
Yard Waste - Non-Franchise	\$ 40.00		\$ 47.00
Tires, Passenger	\$ 210.00	\$ 190.00	\$ 240.00
<i>*rate paid by residents after the 500 pounds free</i>			

In-House Curbside Collection Services

- Cost to provide collection with County equipment and County staff

	<u>Garbage</u>	<u>Recycling</u>	<u>Yard Waste</u>
Type	ASL	ASL	Rel
# Trucks	24	13	10
Cost Trucks	\$12M	\$6.5M	\$5M
# Drivers	22	11	9
Cost Drivers year 1	\$2.3M	\$1.05M	\$857K
Containers	\$6.5M	\$6.5M	\$0
Annual Subtotal by Line of Business	\$20.8M	\$14.05M	\$5.85M
Grand total (year 1)			\$40.7M
<p>Does not include Disposal (currently \$9.24M/yr), Truck general operating expenses (fuel, oil, repairs), supervisory, mechanics or new building for truck shop. Also, 2021 Legislation requires municipalities to provide 3 years notice AND 18 months receipts for any hauler displaced by municipalities starting their own garbage service.</p>			



Clay County Update

May 24, 2022



Summary of Events

- Labor shortage became prevalent in spring of 2021 following state and federal government's enhanced unemployment and COVID related stimulus offerings
- WM increased wages over 21% in a 6 month period in early 2021 in an efforts to combat this and began to offer at \$10K new hire bonus to all new drivers, spending \$54K/month
- WM struggled to maintain services levels for Clay County throughout the summer
- WM mobilized outside help and employed 3rd party companies to collect yard waste, spending over \$1.1M attempting to catch up
- WM presented options to Clay County in July and the county voted to suspend curbside recycling and move to a citizens drop off model effective 8/16/21 at which time we were 10 drivers short.
 - This allowed WM to catch up on yardwaste collections withing two week and we have kept on scheduled with all garbage and yardwaste services since
 - WM and Clay county agreed to reduce the monthly bill by \$128K/month reduction
 - This is now \$133K/month reduction due to CPI increase effective January 2022
 - WM also agreed to perform all rolloff hauls for the citizen drop-off center for no charge
 - We are averaging 154 hauls/month at a cost of \$32K/month
- WM has increased wages another 15.5% effective Feb 2022 in an effort to combat the rising inflation, costing \$45K/month
- WM Increased wages another 20% effective April 2022 to further the efforts to recruit and offset the continued rising inflation.
 - Current starting Pay is \$24/hour. At 65 hours/week that is \$97K/year
 - 1 year ago, starting pay was \$16/hour. At 65 hours/week that was \$64K/year
- WM remains on scheduled with all garbage and yardwaste collections weekly as well as all citizen dropoff sites

Staffing Data

- Needed 40 Residential Drivers in August 2021
- When we suspended Recycling we had 30
- In January 2022 we added 2 garbage routes (to accommodate growth) taking our need to 42
- Currently we have 29 Residential Drivers that are fully trained
- Currently we have 6 drivers in training
 - Last week we offered 5 drivers, 1 withdrew, 1 no showed on first day
 - Last week we terminated 1 driver for safety and 1 new hire quit after 3 days of training
 - Since August WM has hired 21 and lost 17
 - Even at \$24/hour we continue to see low applicant flow of CDL drivers applying in Clay County, due to physical nature of the work and low population of CDL holders in and around Clay county

Options Moving Forward

1. Maintain the course of citizens drop-off centers while we continue to hire Requires 42 Drivers and 42 Helpers

- WM is currently not charging the county \$133K/month, nor charging for the hauls from the citizen drop-off centers

2. Move to a citizens drop-off model for the remainder of the contract WM has the drivers Currently

- WM would add 2 more citizens drop-off centers for additional convenience (1 has already been added and the other would be WE Varnes Park)
- WM is willing to offer an additional \$35K/month to the current \$133K credit

3A. Move to Every Other Week Recycle

Requires 39 Drivers & 39 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle and yardwaste.
- Annual calendar would be needed for EOW schedule communication
- This would be confusing for the residents: one day for garbage, another for yardwaste and a different day Every Other Week for Recycling
- This would require significant new service limits of 2 bins only
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
 - Dropoff Centers would be removed
- WM would still need to hire and retain 4 more drivers and 8 more helpers to implement
- WM would reinstitute the full rate (+\$133K/month) and offer a -\$17,500/month rate reduction given the lesser recycling curbside service

Service Options Chart

		OPTION 1	OPTION 2	OPTION 3A
SERVICE LEVELS				
	Garbage	Weekly All Rear Load	Weekly All Rear Load	Weekly All Rear Load
	Yard Waste	Weekly All Rear Load	Weekly All Rear Load	Weekly All Rear Load
	Recycle	Drop Off Untill Staffed	Drop Off Untill End of Contract	EOW All Rear Load (Bins)
	Citizen Drop Off	6 Sites	7 Sites	None
SERVICE LIMITS				
	Garbage	Current Contract Limitations	Current Contract Limitations	Current Contract Limitations
	Yard Waste	Current Contract Limitations	Current Contract Limitations	Current Contract Limitations
	Recycle	None	None	2 Bin Limit
	Citizen Drop Off	Recycle	Recycle	None
			*WE Varnes Park	
PERSONNEL NEEDS (TOTAL)				
	DRIVERS	42	31	39
	HELPERS	42	31	39
RATES				
	Monthly Total	\$ 721,700	\$ 686,700	\$ 837,900
	Full Service Total	\$ 855,400		



Questions & Discussion

Appendix

Options Moving Forward

3B. Move to Every Other Week Recycle and Every Other Week Yard Waste

Requires 37 Drivers & 37 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle and yardwaste. Yardwaste and Recycle zones would continue to match
- Annual calendar would be needed for EOW schedule communication
- This would require significant new service limits
 - Yardwaste – Cut and bundled, 4” & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
 - Recycling 2 Bin Limit
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
- WM would still need to hire 2 more drivers and 6 more helpers to implement
- \$53K/month rate reduction

3C. Move to Every Other Week Recycle and Week Yard Waste with Enhanced Limits

Requires 38 Drivers & 38 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle.
- Yardwaste and Recycle zones would continue to match
- Annual calendar would be needed for EOW schedule communication
- This would require significant new service limits
 - Yardwaste – Cut and bundled, 4” & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
 - Recycling 2 Bin Limit
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
- WM would still need to hire 3 more drivers and 9 more helpers to implement
- \$35K/month rate reduction

Options Moving Forward

5. Pilot – 70% of the County Moves to ASL for Weekly Garbage, Service in 96-Gallon Carts, All of the County moves to Every Other Week Recycle (Still in Bins), Every Other Week Yardwaste with limits

Requires 34 Drivers & 20 Helpers

- WM could provide 10 ASL beginning in late July, and rent 2 additional
- Clay County would provide the carts, timeline TBD
- Limit Yardwaste – Every Other Week Cut and bundled, 4” & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
- Curbside Recycling would return to all Homes, in existing bins, but Every Other Week
 - Modify Acceptable Materials – No Glass, review acceptable plastics
 - Dropoff Centers Removed
- ASL Truck would have Smart Truck Technology; GPS, Video, Participation & Contamination Monitoring
- This would help test ASLs for the upcoming RFP and future contract
- Rate: Full Service Rate \$855K
- Re-route the entire County
- Mailers with Map and Calendar – Recycle and yardwaste would be on the same day
- 2nd cart option - \$5/month, resident specific, county would have to bill specifically
- Bulk
 - For the ASL Garbage Area – Every Other Week same day as Recycle and yardwaste
 - For the Rearload Area – weekly service, same day as garbage

6. Pilot - 70% of the County Moves to ASL for Weekly Garbage, Service in 96-Gallon Carts, The rest of the County stays with Rearloaders Weekly, Recycle Moves Permanently to Citizens Drop Model, Yardwaste Weekly with Limits

Requires 29 Drivers & 15 Helpers

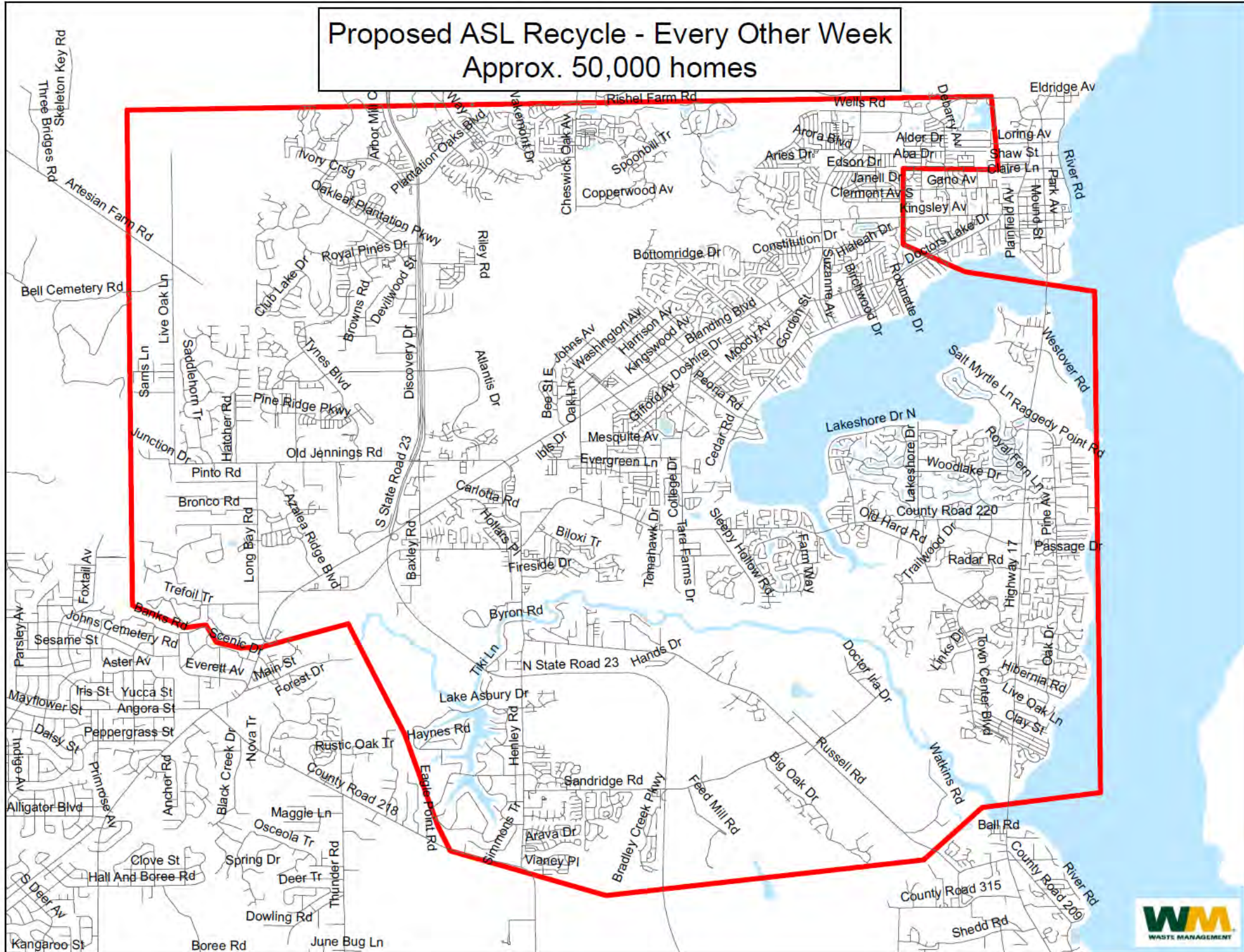
- WM could provide 10 ASL beginning in late July, and rent 2 additional
- Clay County would provide the carts, timeline TBD
- Limit Yardwaste – Weekly Cut and bundled, 4” & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
- Rate: \$133K/month rate reduction
- Re-route the entire County

Alternate Service Options Chart

		OPTION 3B	OPTION 3C	OPTION 5 **	OPTION 6 **
SERVICE LEVELS					
	Garbage	Weekly All Rear Load	Weekly All Rear Load	Weekly 70% Auto Side Load 30% Rear Load	Weekly 70% Auto Side Load 30% Rear Load
	Yard Waste	EOW All Rear Load	Weekly All Rear Load	EOW All Rear Load	Weekly All Rear Load
	Recycle	EOW All Rear Load (Bins)	EOW All Rear Load (Bins)	EOW All Rear Load (Bins)	None
	Citizen Drop Off	None	None	None	7 Sites
SERVICE LIMITS					
	Garbage	Current Contract Limitations	Current Contract Limitations	Side Load: Cart only w/ EOW Bulk Routes added Rear Load: Current Contract Limitations	Side Load: Cart only w/ EOW Bulk Routes added Rear Load: Current Contract Limitations
	Yard Waste	Bundles & Bags, 15 bags or 3 yards	Bundles & Bags, 15 bags or 3 yards	Bundles & Bags, 3 YD Limit	Bundles & Bags, 3 YD Limit
	Recycle	2 Bin Limit	2 Bin Limit	No Glass, review plastics	None
	Citizen Drop Off	None	None	None	Recycle
PERSONNEL NEEDS (TOTAL)					
	DRIVERS	37	38	34	29
	HELPERS	37	38	20	15
RATES					
	Monthly Total	\$ 802,900	\$ 820,400	\$ 855,400	\$ 721,700
	Full Service Total				
	Second Cart (Optional)			\$ 5.00	\$ 5.00

Automated Side Load vs Rearload Map for ASL Options

Proposed ASL Recycle - Every Other Week
Approx. 50,000 homes



Other Regional Municipalities That Have Stopped or Suspended Recycling

- St. Augustine Beach, FL
- City of Jacksonville, FL
- Polk County, FL
- Davie, FL
- Deerfield Beach, FL
- Margate, FL
- Pembroke Pines, FL
- Wildwood, FL
- Valdosta, GA
- New Orleans, LA
- Shreveport, LA
- Jackson, MS
- Starkville, MS
- St. Louis, MO
- Orangeburg, SC
- Lexington, VA

Summary of Incurred Costs (August 2021 – March 2022)

- 3rd Party Collection Vendor Costs \$881,631
- Increased Wages impact from March through August \$322,756
- Waste Management help from outside of Clay County \$227,376
- Suspend Recycling Postcard Notifications (67,423 units) \$ 39,105
- No charge for rolloff hauls from Citizens Dropoff Centers \$ 6,000

TOTAL: \$1,476,869

3rd Party Collection Expense

3rd Party Companies

- Utilized **Green Cove Springs** trucks and County staff. April – May. Cost **\$106,948.93**
- Utilized **Grubbs Tree Services**. June. Cost **\$165,410.00**
- Utilized **Extreme Property Services**. May – July. Cost **\$77,774.00**
- Utilized **Whitener’s Tractor Service**. March – April. Cost **\$25,200.00**
- Utilized **Gaston Tree Debris**. July - August. Cost **\$506,300.00**

TOTAL \$881,632.93

Waste Management Help from Outside of Clay County

Account Description	Amount
Travel - Airlines Total	1,280.89
Travel - Auto Total	1,270.20
Area Drivers - Lodging Total	31,053.74
Travel - Meals Total	380.83
Corp Green Team Lodging	193,390.56
*Grand Total	<u>227,376.22</u>

COMBINED TOTAL= \$1,109,009.15

***Does not include any August expense**

3rd Party Company Expenditures Breakdown

Gaston Tree Debris, Green Cove Springs, Grubbs Emergency Services, Whiteners Tractor Service, Xtreme Property Services

Rec Type	Unit	Year	Period	Account Description	Journal ID	Date	Reference	Amount	Line Descr	Inv/Tran ID	Vendor/Supplier
2	DETAIL	04031	2021	7 Subcontractor - Operations	PC14208082	7/26/2021	2021-07-12	62,100.00	CARTAGENA ESTEBANIA	2021-07-12	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	7 Subcontractor - Operations	PC14208082	7/26/2021	2021-07-22	62,500.00	CARTAGENA ESTEBANIA	2021-07-22	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4238421	8/11/2021	USP2P:C1193204:1	64,000.00	Service Vehicle Rental - Clay	70971	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229254:3	2,250.00	ADDITIONAL \$200 PER HOUR CHARG	70749	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229254:1	58,000.00	COLLECT BULK ITEMS IN CALY COU	70749	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229256:1	60,000.00	COLLECT BULK ITEMS IN CLAY COU	70839	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229256:2	4,800.00	SUPPORT \$200 PER HOUR CHARGE F	70839	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229254:2	5,000.00	SUPPORT PERSONNEL FOR EACH TRU	70749	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4255016	8/18/2021	USP2P:C1235647:1	53,800.00	Service Vehicle Rental - Clay	71089	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4272767	8/25/2021	USP2P:C1275158:1	51,800.00	Service Vehicle Rental - Clay	71181	Gaston Tree Debris Recycling L
								82,050.00	Estimate, not yet paid		Gaston Tree Debris Recycling L
								506,300.00			Gaston Tree Debris Recycling L Total
2	DETAIL	04031	2021	7 Subcontractor - Operations	4031KA095X	7/31/2021	APR	40,585.18	GCS YW HELP - APR	APR	Green Cove Springs
2	DETAIL	04031	2021	7 Subcontractor - Operations	4031KA095X	7/31/2021	JUN	33,227.33	GCS YW HELP - JUN	JUN	Green Cove Springs
2	DETAIL	04031	2021	7 Subcontractor - Operations	4031KA095X	7/31/2021	MAY	10,348.01	GCS YW HELP - MAY	MAY	Green Cove Springs
								22,788.41	Actual, to be booked in August	JUL	Green Cove Springs
								106,948.93			Green Cove Springs Total
2	DETAIL	04031	2021	6 Subcontractor - Operations	APA4080957	6/14/2021	USP2P:C0878094:1	165,410.00	Service Vehicle Rental - Clay	1002	Grubbs Emergency Services LLC
								165,410.00			Grubbs Emergency Services LLC Total
2	DETAIL	04031	2021	4 Subcontractor - Operations	AP01870751	4/30/2021	18-APR-2021	5,600.00	AP Vouchers	12367	WHITENERS TRACTOR SERVICE INC
2	DETAIL	04031	2021	4 Subcontractor - Operations	AP01870751	4/30/2021	29-MAR-2021	7,000.00	AP Vouchers	12317	WHITENERS TRACTOR SERVICE INC
2	DETAIL	04031	2021	4 Subcontractor - Operations	AP01870751	4/30/2021	19-APR-2021	7,000.00	AP Vouchers	12442	WHITENERS TRACTOR SERVICE INC
2	DETAIL	04031	2021	5 Subcontractor - Operations	AP01875528	5/31/2021	23-APR-2021	5,600.00	AP Vouchers	12489	WHITENERS TRACTOR SERVICE INC
								25,200.00			WHITENERS TRACTOR SERVICE INC Total
2	DETAIL	04031	2021	5 Subcontractor - Operations	4030KA095A	5/31/2021	31678	6,410.00	Service Vehicle Rental - Clay	31678	Xtreme Property Services Inc
2	DETAIL	04031	2021	5 Subcontractor - Operations	4030KA095A	5/31/2021	31680	8,000.00	Service Vehicle Rental - Clay	31680	Xtreme Property Services Inc
2	DETAIL	04031	2021	5 Subcontractor - Operations	4030KA095A	5/31/2021	31683	8,000.00	Service Vehicle Rental - Clay	31683	Xtreme Property Services Inc
2	DETAIL	04031	2021	5 Subcontractor - Operations	4030KA095A	5/31/2021	31685	8,000.00	Service Vehicle Rental - Clay	31685	Xtreme Property Services Inc
2	DETAIL	04031	2021	6 Subcontractor - Operations	APA4086556	6/16/2021	USP2P:C0890718:1	8,000.00	Service Vehicle Rental - Clay	31692	Xtreme Property Services Inc
2	DETAIL	04031	2021	6 Subcontractor - Operations	APA4110867	6/25/2021	USP2P:C0946407:1	8,000.00	Service Vehicle Rental - Clay	31697	Xtreme Property Services Inc
2	DETAIL	04031	2021	6 Subcontractor - Operations	4030KA095A	6/30/2021		8,000.00	RCLS XTREME INV 31689	31689	Xtreme Property Services Inc
2	DETAIL	04031	2021	6 Subcontractor - Operations	APA4128171	6/30/2021	USP2P:C0975482:1	5,774.00	Service Vehicle Rental - Clay	31699	Xtreme Property Services Inc
2	DETAIL	04031	2021	7 Subcontractor - Operations	APA4151422	7/9/2021	USP2P:C1014319:1	9,590.00	Service Vehicle Rental - Clay	31701	Xtreme Property Services Inc
2	DETAIL	04031	2021	7 Subcontractor - Operations	APA4177266	7/20/2021	USP2P:C1073019:1	8,000.00	Service Vehicle Rental - Clay	31695	Xtreme Property Services Inc
								77,774.00			Xtreme Property Services Inc Total
							Grand Total	881,632.93			

Smart Truck Technology

- Video, GPS and Real Time Data Received From Trucks
- Artificial Intelligence recognized overfilled carts & recycling contamination allowing WM or the Municipality to Bill for these extra costs
- Customer Can receive Real Time notification regarding issues (overloads, contaminated recycling, blocked carts)
- Customer can access videos/photos of issues
- Service Issue videos available (container not out on time) to help minimize “go backs”

WM Smart TruckSM Program

More power in each pickup. Less materials in landfills. Cleaner, greener, safer neighborhoods. It starts with learning more about what you toss into your carts. The WM Smart TruckSM program gives you the notifications and insights you need to make it all possible.



How It Works

1

Your Materials

With the help of mounted cameras, WM Smart TruckSM technology captures footage of your carts as they are tipped into the truck during service.



2

Your Service

A dedicated team of technicians reviews the footage associated with your address to make sure your materials were thrown into the correct cart and were collected successfully.



3

Your Notifications

If a cart associated with your address is overloaded or non-acceptable material is found, we'll send you a notification via email, text or both. Log in to **My WM** to set your communication preferences.

NOTE: After one initial warning, all notifications will be sent digitally. Please ensure your contact information and preferences are updated at wm.com/mywm.

Following the educational period, you'll be charged **\$X** when you overfill a trash cart or **\$X** when you contaminate your recycling.





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO:

DATE:

FROM:

SUBJECT:

1. Approval of naming of First Coast Connector - Cathedral Oak Parkway
2. Approval of Plat of Cathedral Oak Parkway (Reinhold Corporation)
3. Approval of Plat of Cathedral Oak Parkway (Peters Creek Investment LLP)
4. Approval of Willow Springs Phase 2 Tract A Replat (Peters Creek Investment LLP)

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ memo	Cover Memo	5/16/2022	Cathedral_Oak_Pkwy_memoADA.pdf
▢ Map	Backup Material	5/16/2022	Cathedral_Oak_Pkwy_Map_8ADA.pdf
▢ Agreement	Agreement/Contract	5/16/2022	1718-69ADA.pdf
▢ Plat of Cathedral Oak Pkwy - Reinhold	Backup Material	5/20/2022	Plat-Cathedral_Oak_Pkwy-Reinhold.pdf
▢ Plat for Cathedral Oak Pkwy - Peters Creek	Backup Material	5/20/2022	Plat-Cathedral_Oak_Pkwy-Peters-Creek.pdf
▢ Replat Willow Springs Phase2 - Peters-Creek	Backup Material	5/20/2022	Replat-Willow-Springs-Phase2-Peters-Creek.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	5/18/2022 - 1:45 PM	Item Pushed to Agenda



**MIS Division
E911 Addressing**

2519 SR 16 West
P.O. Box 1366:
Green Cove Springs, FL
32043

Phone: 904-278-3781
Fax: 904-541-5806

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke
District 5

www.claycountygov.com



MEMORANDUM

To: Clay County Board of County Commissioners

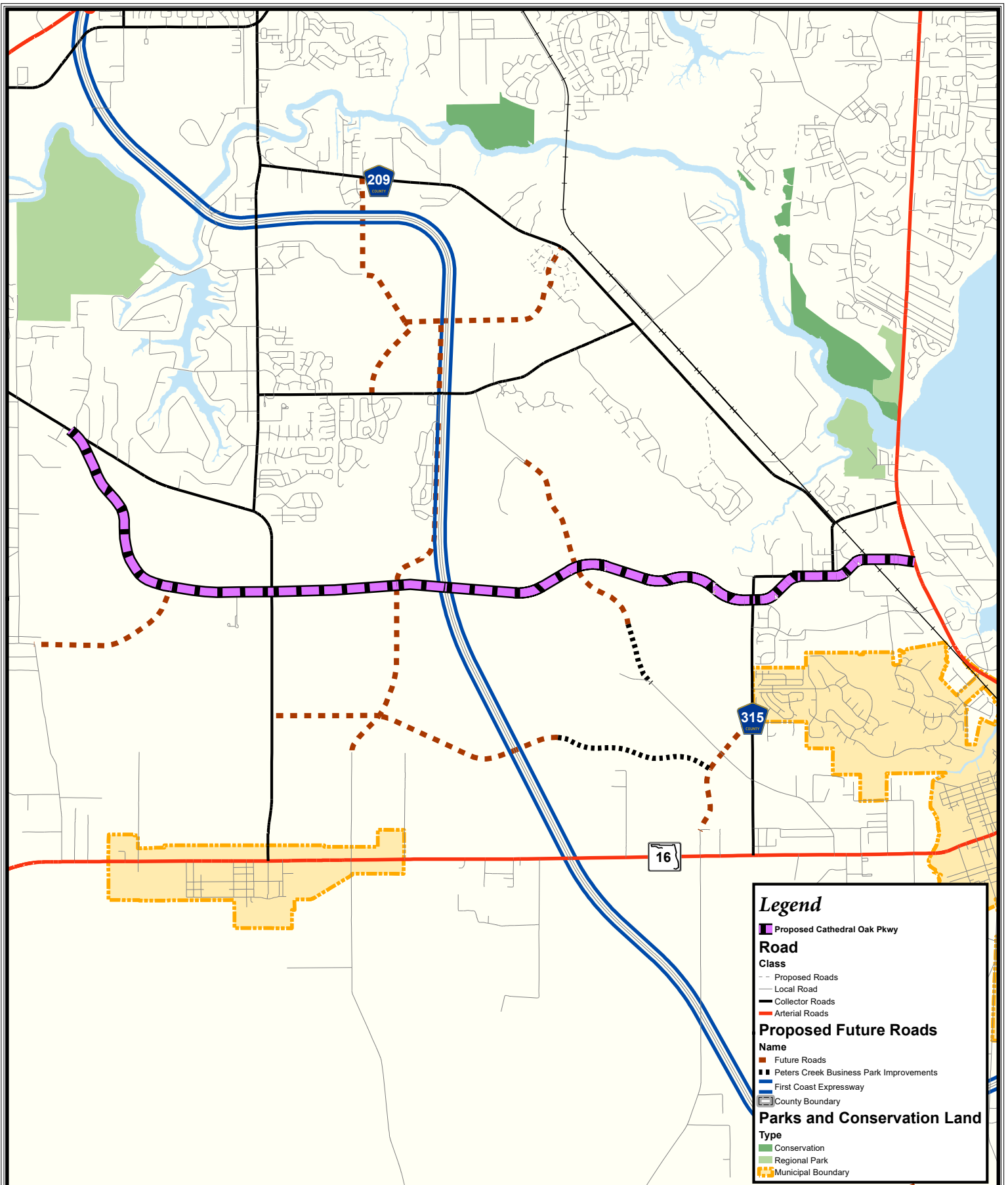
From: Troy Nagle, Assistant County Manager

Re: Road Name

As agreed upon in 2017 on agreement/contract # 2017/2018-69, Reinhold Corporation was given the opportunity to name a new road that will ultimately connect Highway 17 to County Road 218. This road has previously been referred to as County Road 218 Extension and/or First Coast Connector. A copy of the agreement is included.

Mr. Egan has worked with the E911 Addressing staff to select an appropriate name for approval. He has chosen **Cathedral Oak Parkway**. This name has been approved by staff and has been reserved for this project.

Thank you.



Legend

Road

Class

- - Proposed Roads
- Local Road
- Collector Roads
- Arterial Roads

Proposed Future Roads

Name

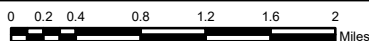
- Future Roads
- Peters Creek Business Park Improvements
- First Coast Expressway
- County Boundary

Parks and Conservation Land

Type

- Conservation
- Regional Park
- Municipal Boundary

**Proposed Road Name:
Cathedral Oak Pkwy**



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Cathedral_Oak_Pkwy_Map_8.5x11



Created By: GIS Department
Map Prepared: 5/11/2022

CLAY COUNTY
AGREEMENT/CONTRACT #2017/2018-69

FUNDING AGREEMENT BETWEEN CLAY COUNTY, FLORIDA, AND REINHOLD CORPORATION, FOR THE CONSTRUCTION OF THE COUNTY ROAD 218 EXTENSION

THIS FUNDING AGREEMENT (the "Agreement") is made effective and entered into as of this 27th day of March, 2018, by and between CLAY COUNTY, FLORIDA (the "County"), and REINHOLD CORPORATION, a Florida corporation ("Reinhold"), as follows:

Recitals

WHEREAS, Reinhold is currently the owner of approximately 27,000 acres of real property in the County (the "Reinhold Property"); and

WHEREAS, Reinhold proposes to construct or cause to be constructed approximately 1.50 miles of roadway extending County Road 218 through the Reinhold Property, as generally depicted on Composite Exhibit "A" attached hereto and referred to in this Agreement as the "CR 218 Extension"; and

WHEREAS, the CR 218 Extension is proposed as a minimum two (2) lane suburban section of a four (4) lane suburban section road, along with stormwater facilities, environmental mitigation, and other improvements or activities required solely for the CR 218 Extension, that will connect CR 218 in the vicinity of Shadowlawn Elementary School with a proposed interchange at the First Coast Expressway, a roadway to be constructed by the Florida Department of Transportation ("FDOT"); and

WHEREAS, the CR 218 Extension is listed in the Five Year Capital Improvements Plan in the Capital Improvements Element of the County's Comprehensive Plan; and,

WHEREAS, the right-of-way required for the CR 218 Extension lies entirely within the Reinhold Property; and

WHEREAS, Reinhold will construct the CR 218 Extension and then dedicate the CR 218 Extension to the County as a publicly dedicated roadway; and

WHEREAS, Reinhold will secure a letter of credit for Seven Million and 00/100 Dollars (\$7,000,000) and, if necessary, secure additional security to ensure availability of funds for the construction of the CR 218 Extension; and

WHEREAS, Reinhold will direct its contractor(s) to procure a payment bond and a performance bond for the construction of the CR 218 Extension and cause the County to be named as an intended beneficiary; and

WHEREAS, following completion of construction of the CR 218 Extension, inspection of the CR 218 Extension by the County, receipt of cost certification showing the total CR 218 Extension cost of \$7,000,000 or more, receipt of a warranty or maintenance bond for the CR 218 Extension, and the dedication and acceptance of the CR 218 Extension as a public road, the County will pay up to Two Million and 00/100 Dollars (\$2,000,000) to Reinhold as partial reimbursement for the construction of the CR 218 Extension (the "County's Reimbursement"); and

WHEREAS, the County's Reimbursement will consist of discretionary sales surtax funds collected pursuant to Section 212.055(2), Florida Statutes, and the County has determined that its use as contemplated in this Agreement serves a public purpose as a means for the County to meet the County's infrastructure needs; and

WHEREAS, it is in the best interest of the County and its citizens that the County reimburse Reinhold, in part, for the construction of the CR 218 Extension.

WITNESSETH

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

1. **Recitals.** The matters set forth in the Recitals are true and correct as of the date hereof and are incorporated herein by reference.

2. **Purpose.** The purpose of this Agreement is to provide for the construction of the CR 218 Extension by Reinhold, the dedication of the completed CR 218 Extension to the County, and the reimbursement by the County of a portion of Reinhold's construction expenses up to \$2,000,000.

3. **Roadway Construction.** Reinhold shall be responsible for designing, seeking and obtaining permits, constructing, bonding, and dedicating to the County the CR 218 Extension. Reinhold shall obtain all necessary federal, state, and local development permits for the CR 218 Extension. Reinhold shall comply with all submittal, review and approval processes which are required by the Clay County Land Development Code from design through construction and acceptance of the completed road. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the CR 218 Extension shall not relieve Reinhold of the necessity of complying with federal, state, and local permitting requirements, conditions, terms or restrictions as may be applicable.

4. **Construction Timeline.** Reinhold shall commence physical construction of the CR 218 Extension on or before December 31, 2022 (the "Commencement Date"). Commence physical construction means when Reinhold issues a notice to proceed (i.e., instructions to

commence) to a Florida licensed contractor(s) to commence construction of the CR 218 Extension in accordance with a duly executed contract by and between Reinhold and the contractor(s) (the "Construction Contract"). Reinhold shall complete construction of the CR 218 Extension on or before December 31, 2024 (the "Completion Date"). As used herein, "completion" of the CR 218 Extension is the dedication and acceptance of the CR 218 Extension as provided in Section 6 below, except in the event of a default by Reinhold, completion of the CR 218 Extension is the completion of the construction by the County. The parties, acting reasonably, may modify this Agreement as provided in Section 12(j) below to extend the Commencement Date or the Completion Date. Notwithstanding any other provision in this Agreement to the contrary, the Commencement Date shall not be extended beyond December 31, 2023, without the prior express written consent of FDOT's District 2 Secretary which may be withheld in the sole discretion of the District 2 Secretary. The parties recognize that delay in obtaining required permits from local, state and/or federal agencies or delay in the inspection, dedication, or acceptance of the CR 218 Extension, after reasonable good faith effort by Reinhold, constitutes reasonable grounds for such an amendment and extension of the Commencement Date and/or the Completion Date.

5. **Capital Improvements Plan and Other Provisions.** The County shall consider annually an ordinance for the amendment and/or adoption of its Five Year Capital Improvements Plan which will maintain the CR 218 Extension as a listed improvement therein through the 2024-2025 fiscal year, or until the County's Reimbursement is paid, whichever is later. The CR 218 Extension shall be designated as a "developer funded" project and such designation shall include the County's Reimbursement and identify the source of funding for the County's Reimbursement. Subject to appropriation annually therefor, the County shall provide for the

County's Reimbursement in its budget beginning in the 2020-2021 fiscal year and continuing through the 2024-2025 fiscal year, or until the County's Reimbursement is paid, whichever is later.

6. Dedication and Acceptance; Naming. Upon completion of the construction of the CR 218 Extension, Reinhold shall dedicate the CR 218 Extension, including applicable right of way and stormwater facilities required for the CR 218 Extension, to the County, by recording the plat thereof in the public records of Clay County, Florida, and, subject to inspection, the County shall accept the plat and dedication of the CR 218 Extension, right-of-way and stormwater facilities prior to opening the roadway for use by the public. Reinhold shall have the right to name the CR 218 Extension subject to the County's Uniform Addressing System and standards for the naming of public roads.

7. County Reimbursement of Reinhold.

(a) Following the County's acceptance of the CR 218 Extension, Reinhold shall submit to the County a certification by the project civil engineer (the "Cost Certification") of the total of any and all costs incurred by Reinhold in the design, permitting, and construction of the CR 218 Extension ("Total CR 218 Extension Cost"), as described in Subsection 7(b) below. If the Total CR 218 Extension Cost is equal to or more than \$9,000,000, then the County's Reimbursement shall be \$2,000,000. If the Total CR 218 Extension Cost is less than \$9,000,000 but more than \$7,000,000, then the County's Reimbursement of \$2,000,000 shall be reduced by the difference between the Total CR 218 Extension Cost and \$9,000,000. For example, if the total CR 218 Extension Cost is \$8,500,000, then the County's reimbursement shall be \$1,500,000. Regardless of the amount of the County's Reimbursement, Reinhold shall apply the County's Reimbursement only toward reimbursement for payment of the costs incurred

for the construction of the CR 218 Extension under the Construction Contract (“Construction Contract Cost”).

(b) The Total CR 218 Extension Cost includes but is not limited to: the Construction Contract Cost, actual associated improvement costs, including design, permitting, bid, payment bond, performance bond, warranty or maintenance bond, letter of credit, administration (up to two percent of the Construction Contract Cost), platting, inspections, civil engineering, geotechnical engineering, landscape design services, surveying, construction engineering and inspection, and environmental permitting (to the extent such costs are not included in the Construction Contract Cost); and any other actual costs, such as landscaping and environmental mitigation. All costs listed in this subsection shall be limited to that required solely for the construction of the CR 218 Extension.

(c) Prior to payment by the County, Reinhold shall submit final releases from its contractors and any subcontractors and any other evidence necessary to confirm that all costs of design and construction of the CR 218 Extension, specifically including all costs set forth in section 7(b) above, have been paid, as well as post a warranty or maintenance bond against faulty workmanship, in the same form and manner as is required by the County's Land Development Code. The County shall pay to Reinhold the County's Reimbursement within forty-five (45) days after Reinhold submits to the County: the recorded plat; releases; warranty or maintenance bond; and the Cost Certification, along with statements and supporting documentation which demonstrate the eligibility of the costs therein as defined in Section 7(b) above and which are sufficient to allow the Clerk of the Board to perform her pre-audit functions as required by law. Payment shall be made in accord with the Local Government Prompt Payment Act.

8. Mutual Indemnity.

(a) Reinhold agrees to relieve, indemnify and defend the County and hold the County harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which the County may be put to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Reinhold or its employees, officers, and agents in connection with the design, construction, and dedication of the CR 218 Extension or any other act taken by Reinhold under this Agreement. The indemnification requirements in this Section 8(a) ("Indemnities to County") specifically do not encompass indemnifying the County for the County's negligence, intentional or wrongful acts, or omissions. Any provisions of this Agreement to the contrary notwithstanding, none of the Indemnities to County shall apply or extend to the FDOT in the event FDOT undertakes to assert any of its rights under Subsection 12(p) below, nor shall the FDOT assert or claim any subrogation rights to any claims, defenses, avoidances, causes, actions or remedies to which the County may be entitled under the Indemnities to County. The assertion by the FDOT of any of its rights under Subsection 12(p) below shall be deemed to be, and shall operate as, the affirmative and complete release, waiver, and abandonment of any such subrogation rights.

(b) Subject to and within the limitations of Section 768.28, Florida Statutes, the County agrees to relieve, indemnify and defend Reinhold and hold Reinhold harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which Reinhold may be put to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the County or its employees, officers, and agents in connection with any act taken by the County under this

Agreement. The indemnification requirements in this Section 8(b) specifically do not encompass indemnifying Reinhold for its negligence, intentional or wrongful acts, or omissions.

(c) The County, upon written reasonable notice, shall have the right to audit and inspect any records of Reinhold or its contractor(s) relating to the design, construction and dedication of the CR 218 Extension to ensure compliance with the terms of this Agreement.

9. Letter of Credit, Additional Security, and Payment and Performance Bonds.

(a) Prior to the Commencement Date, Reinhold shall provide an irrevocable Letter of Credit in a form acceptable to the County, payable in accord with its terms and which is drawn on and payable from a national or state chartered financial institution (the "Issuer"). The Letter of Credit shall be in the amount of \$7,000,000 naming the County as beneficiary and will provide the County with the right to draw upon the Letter of Credit in the event of default by Reinhold (which default is not cured within applicable periods set forth in Section 10 below) for prompt payment of all costs incurred in the design, permitting, and construction of the CR 218 Extension. The duration of the Letter of Credit, if there is no default by Reinhold, shall continue until the satisfactory completion of the design and construction of the CR 218 Extension and dedication thereof by Reinhold to the County, and shall terminate upon the dedication and acceptance of the CR 218 Extension.

(b) Additionally, prior to the Commencement Date, Reinhold shall provide the County with an estimate of the Total CR 218 Extension Cost prepared by the project civil engineer ("Total CR 218 Extension Cost Estimate"). If the Total CR 218 Extension Cost Estimate exceeds \$7,000,000, then, prior to the Commencement Date, Reinhold shall provide additional security to the County in the form of an increase in the Letter of Credit, or other security mutually acceptable to Reinhold and the County, for the amount by which the Total CR

218 Extension Cost Estimate exceeds \$7,000,000 (“the Additional Security”). If the Total CR 218 Extension Cost Estimate is less than \$7,000,000, then the amount of the Letter of Credit under Section 9(a) above shall be reduced to the amount of the Total CR 218 Extension Cost Estimate. If at any time after the Commencement Date through the date of the completion, dedication and acceptance of the CR 218 Extension, any change order, supplemental agreement, or any other contract for any costs becomes required for additional work for the completion, dedication and acceptance of the CR 218 Extension, then

i. the Total CR 218 Extension Cost Estimate shall be increased by the amount of such cost for additional work; and

ii. Reinhold shall, prior to said work being performed, provide security to the County for such amount in the form of an increase in the Additional Security.

In the event of an assignment under Section 12(e), if an assignee is unable to fund an increase in the Additional Security, then, the original contracting party, Reinhold Corporation, shall make available to said assignee a working capital line of credit to be used by said assignee, prior to the work being performed, to fund any required increases in the Additional Security arising from any change order, supplemental agreement, or any other contract for any costs which become required for additional work for the completion, dedication and acceptance of the CR 218 Extension.

(c) The Letter of Credit and any Additional Security shall provide that once each quarter, beginning three (3) months after the Commencement Date, Reinhold shall have the right to cause the aggregate outstanding amount of the Letter of Credit and any Additional

Security to be reduced by the amount of payments made by Reinhold toward the Total CR 218 Extension Cost in the preceding quarter. Reinhold shall have sole discretion to designate that such reduction shall be made to the face amount of the Letter of Credit or the Additional Security, or any combination thereof. In the event Reinhold shall elect to cause such reduction in any quarter, Reinhold shall deliver a written demand (a "Reduction Demand") to the County (with a copy to the Issuer) requesting such reduction and, accompanying the Reduction Demand, shall provide a Cost Certification, along with statements and supporting documentation which demonstrate the eligibility of the costs therein, as defined in Section 7(b) above, of payments made by Reinhold toward the Total CR 218 Extension Cost during the preceding quarter (or for the initial Reduction Demand, of payments made prior to the date of the initial Reduction Demand.) The Letter of Credit and any Additional Security also shall provide that within thirty (30) days after Reinhold delivers to the County any Reduction Demand and accompanying Cost Certification and supporting documentation (the "Review Period"), the County shall deliver written approval or disapproval of the reduction to Reinhold (with a copy to the Issuer). If the County fails to deliver timely approval or disapproval of any Reduction Demand, then such failure shall be deemed by the Issuer to be an approval by the County of the reduction set forth in the Reduction Demand, and the Issuer, with no further action by the County or Reinhold, shall reduce (effective as of the end of the applicable Review Period) the aggregate outstanding amount of the Letter of Credit and any Additional Security by the amount set forth in the Reduction Demand. In the event the County delivers a written disapproval to Reinhold (with a copy to the Issuer), then within thirty (30) days after the County delivers its disapproval Reinhold shall take the necessary actions required for approval of its Reduction Demand, accompanying Cost Certification, and/or supporting documentation. In the event Reinhold

cannot take the necessary actions required for approval within the time frame provided, then there shall be no reduction for the applicable quarter. Either the County or Reinhold, upon written notice to the other (with a copy to the Issuer) within the applicable thirty (30) day period specified above, may extend the applicable thirty (30) day period to forty five (45) days.

(d) In the event that Reinhold fails to commence physical construction of the CR 218 Extension by the Commencement Date or fails to construct the CR 218 Extension by the Completion Date, the County shall have the right, subject to the provisions of Section 10(c) below, to access the Reinhold Property for the sole purpose of constructing or completing construction of the CR 218 Extension and shall be entitled to draw upon the Letter of Credit and any Additional Security (with a copy of each draw request provided to Reinhold) for the sole purpose of, and only in amounts required for, such completion of the construction. In the event Reinhold fails to construct the CR 218 Extension by the Completion Date (as it may be modified in accordance with Section 4 above), then within 90 days of demand therefor (which time shall run concurrently with the default notice and time to cure provisions in Section 10), Reinhold shall dedicate by plat the right-of-way necessary for the dedication and acceptance of the CR 218 Extension to the County including stormwater facilities required for the CR 218 Extension, and assign all permits, design and engineering plans and specifications, the Construction Contract, any associated agreements, the payment bond, the performance bond, and the warranty or maintenance bond, whether the project is complete or in progress, to the County. Upon the completion of the CR 218 Extension by the County under this subsection, the Letter of Credit and any Additional Security shall terminate.

(e) Prior to the Commencement Date, Reinhold shall direct its contractor(s) for the construction of the CR 218 Extension to procure and deliver to Reinhold a payment bond

and a performance bond, each in the amount of the total contract price, securing the performance of the contractor for such construction and the payment of the contractor's subcontractors, suppliers, laborers, and materialmen. The Construction Contract, the payment bond, and the performance bond must name the County as an intended beneficiary thereof. Reinhold shall provide a copy of the Construction Contract, the payment bond, and the performance bond to the County.

10. Defaults and Remedies.

(a) County is Enforcement Agency. The County shall be the governmental entity with the authority and responsibility to monitor compliance with this Agreement and enforce this Agreement, and the County Manager is the County official with the authority and responsibility to monitor compliance with this Agreement and enforce this Agreement.

(b) County/Defaults. If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then Reinhold may deliver written notice of such default to the County. The County shall commence to cure such default within thirty (30) days after the delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default. If the County does not cure a default within the time periods provided, Reinhold may pursue any available remedies in law or equity.

(c) Reinhold/Defaults. If Reinhold defaults in the performance of any obligation required to be performed by it under this Agreement, then the County may deliver written notice of such default to Reinhold. Reinhold shall commence to cure such default within thirty (30) days after the delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default. If Reinhold

does not cure such default within the time periods provided, then the County may pursue any available remedies in law or equity; provided, however, that:

i. With regard to Reinhold's obligation to construct and dedicate the CR 218 Extension as provided in Sections 3, 4, and 6 above, if Reinhold defaults upon such obligation, then the County's sole and exclusive remedy against Reinhold for such default shall be: access to the right-of-way by the County; drawing upon the Letter of Credit and any Additional Security by the County; assignment by Reinhold to the County of all permits, design and engineering plans and specifications, the Construction Contract, any associated agreements, any payment bond and any performance bond, warranty or maintenance bond, whether the project is complete or in progress; and dedication and plat of the right-of-way, including that necessary for stormwater facilities, by Reinhold to the County; and

ii. Nothing in Paragraph 10(c)i. above eliminates the Indemnities to County set forth in Section 8(a) above; and

iii. In the event of a default by Reinhold and upon demand by the County, the original contracting party, Reinhold Corporation, shall make the working capital line of credit referred to in Section 9(b) above available to the County for the purpose of funding any required increases in the Additional Security arising from any change order, supplemental agreement, or any other contract for any costs which become required for additional work for the completion, dedication and acceptance of the CR 218 Extension; and

iv. Notwithstanding a default by Reinhold, to the extent that reductions by Reinhold (including Reduction Demands by Reinhold delivered prior to or after the time of default and subsequently approved) and/or draws by the County on the Letter of Credit and/or Additional Security exceed \$7,000,000, then the County shall pay Reinhold the County's Reimbursement pursuant to the provisions of Section 7(a)-(c) above, as applicable. For example, if Reinhold has reduced the Letter of Credit by \$6,000,000 and defaults, and the County in completing the CR 218 Extension, draws upon the Letter of Credit and Additional Security in the amount of \$2,500,000, then the County's Reimbursement to Reinhold shall be \$1,500,000. If, however, the County incurs any costs as described in Section 7(b) above in excess of the funds available in the Letter of Credit and Additional Security, the County's Reimbursement shall be reduced by said amount. For example, the \$1,500,000 due as the County's Reimbursement to Reinhold in the above example would be reduced if the County were to incur additional expenses in excess of the funds available in the Letter of Credit and Additional Security.

11. **Credits.** Nothing in this Agreement shall validate or invalidate any entitlement by Reinhold to credits against impact fees under the County's Road Impact Fee Ordinance (Ordinance 2017-30), proportionate share payments under Chapter 20, Article 10, of the County's Land Development Code, and/or Adequate Public Facilities requirements under the Lake Asbury Master Plan policies and land development regulations. Any request by Reinhold for such credits shall be addressed in a separate agreement as may be authorized under the above-cited provisions.

12. Miscellaneous Provisions.

(a) Notices, Demands and Communications Between the Parties. Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

Clay County
Attn: Stephanie Kopelousos, County Manager
P. O. Box 1366
Green Cove Springs, Florida 32043

With copy to:

Clay County
Attn: Courtney Grimm, County Attorney
P. O. Box 1366
Green Cove Springs, Florida 32043

Notices, demands and communications to Reinhold:

Reinhold Corporation
Attn: George M. Egan
1845 Town Center Boulevard, Suite 105
Fleming Island, Florida 32003

With a copy to:

Rogers Tower, P.A.
Attn: T.R. Hainline, Esq.
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207

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

(c) Voluntariness. The County and Reinhold have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.

(d) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

(e) Assignability. Reinhold may assign any or all of its rights, obligations, and liabilities under this Agreement, specifically including but not limited to the Indemnities to County in Section 8(a) above. In the event of such assignment, the term “Reinhold” in this Agreement shall refer to such assignee(s). At least thirty (30) days prior to any such assignment, a notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any rights, obligations, and liabilities assigned to it by Reinhold under this Agreement, shall be provided to the County. In association with an assignment, the Letter of Credit and any Additional Security may be re-issued in the name of the assignee as long as such security continues to meet the requirements of Section 9 above. Upon the date of the assignment of all obligations and liabilities under this Agreement and providing notice of such assignment to the County, the original contracting party to this Agreement, the Reinhold Corporation, shall have no further obligations or liabilities under this Agreement. Specifically, any assignee or subsequent assignee(s) of the original contracting party, Reinhold Corporation, shall be bound by the Indemnities to County in Section 8(a) above; and the County acknowledges that, in the event of an assignment to a community development district, stewardship district, or other governmental district or entity, the assignee’s indemnification obligation shall be subject to and within the limitations of Section 768.28, Florida Statutes.

(f) Agreement Executed in Counterparts. This Agreement may be executed in two or more counterparts, each of which is considered and shall be deemed to be an original.

(g) Merger of Agreement Terms. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter.

(h) Section Headings. Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.

(i) Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

(j) Amendment of Agreement. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment or modification is in writing and has been executed by all parties.

(k) Compliance with Laws. The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

(l) Approvals. Any reviews or approvals by the County contemplated by this Agreement, including but not limited to an extension of the Commencement Date or Completion Date, approval of the reduction of the Letter of Credit and Additional Security, inspection and acceptance of the CR 218 Extension, and payment of the County's Reimbursement, shall not be unreasonably withheld or delayed. Any disapproval by the County shall be timely issued in writing and shall state the reasons for disapproval and the specific actions required for approval. At Reinhold's election, Reinhold may address any disapproval or decision by the County unreasonably withheld or delayed as being subject to the provisions of Section 10(b) above.

(m) Cooperation and Further Assurances. The parties hereto agree to cooperate in all reasonable respects to insure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

(n) Applicable Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(o) Time is of the Essence. Time is of the essence with respect to this Agreement and each of its terms and provisions.

(p) FDOT status as third party beneficiary. The FDOT intends to construct an interchange at the intersection of the First Coast Expressway and the CR 218 Extension pursuant to a separate written agreement between Reinhold and the FDOT. In this context, the FDOT is a third party beneficiary to this Agreement. Any provisions of this Agreement to the contrary notwithstanding, the sole and exclusive remedy available to the FDOT as a third party beneficiary under this Agreement is to compel the County to enforce its remedy under Paragraphs 10(c)i. and 10(c)iii. above, and then only in the event of a Reinhold default triggering the County's right thereto and the County's failure to seek enforcement. In such event, the FDOT shall submit a written demand that the County seek enforcement, with a copy to Reinhold.

The County shall have a period of forty-five (45) days following receipt of the demand to respond to the FDOT, with a copy to Reinhold, setting forth enforcement actions which the County will take, if any. If the County's response identifies enforcement actions consistent with the County's rights under this Agreement, and if the County thereafter undertakes such actions within thirty (30) days of its response to the FDOT, then the FDOT shall desist from further action with respect to the matters that are the subject of the demand for so long as the County diligently pursues such actions.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

REINHOLD CORPORATION

By: George M. Egan
Printed Name: GEORGE M. EGAN
Title: CEC

CLAY COUNTY, FLORIDA

By: Gavin Rollins
Gavin Rollins, Chairman

ATTEST:



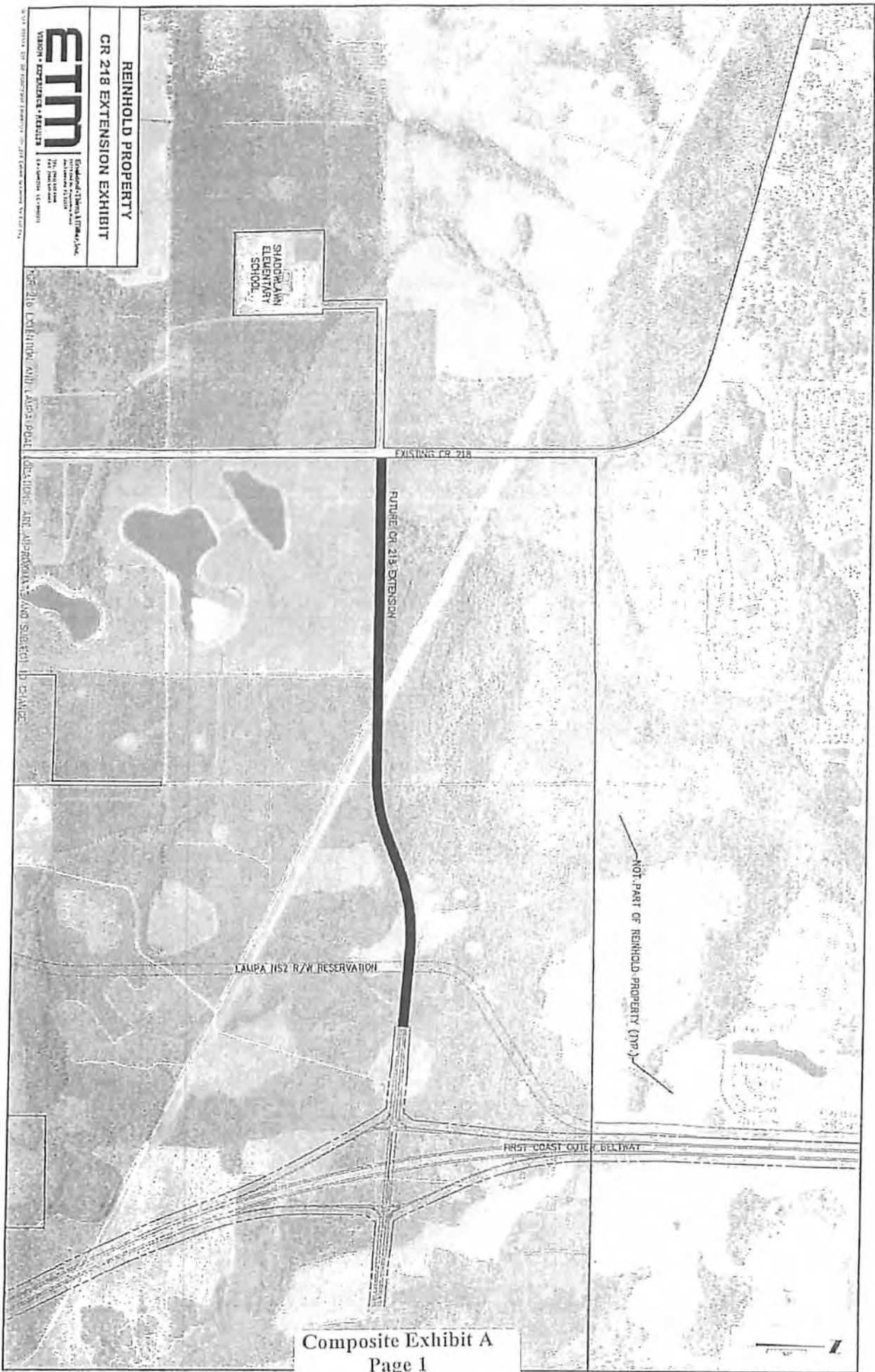
A handwritten signature in blue ink, appearing to read 'S. C. Kopelousos', is written over a horizontal line.

S. C. Kopelousos, County Manager and
Clerk of the Board of County Commissioners

REINHOLD PROPERTY
 CR 218 EXTENSION EXHIBIT

ETM Engineering & Technology Management, Inc.
 1400 W. 10th Street
 Oklahoma City, Oklahoma 73106
 (405) 521-1111

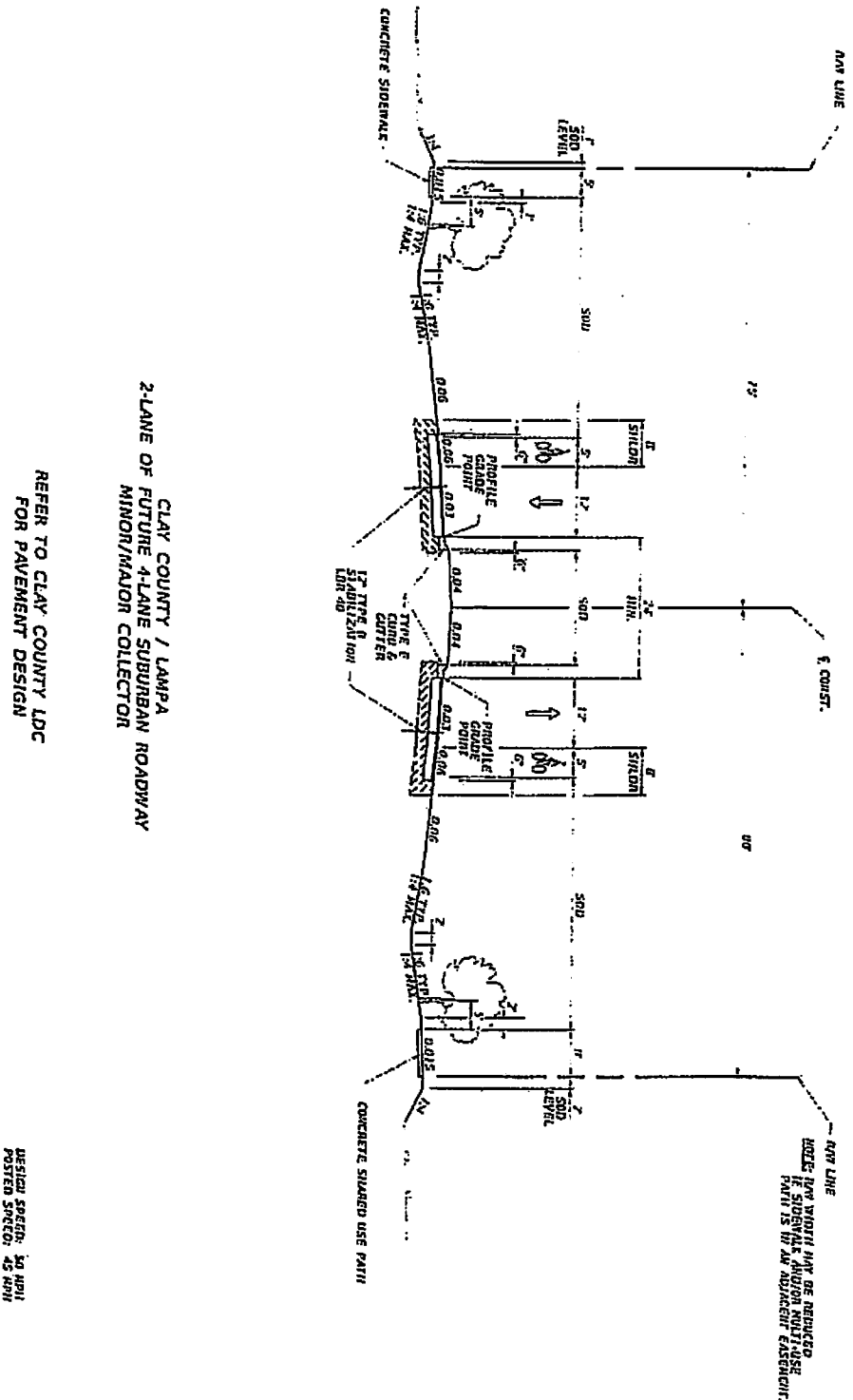
Map 218 Extension and Campa Road
 Locations and Approximate Land Sale (D) Change



Composite Exhibit A
 Page 1



PLANNING DEPARTMENT



CLAY COUNTY / LAMPA
 2-LANE OF FUTURE 4-LANE SUBURBAN ROADWAY
 MINOR/MAJOR COLLECTOR

REFER TO CLAY COUNTY LDC
 FOR PAVEMENT DESIGN

DESIGN SPEED: 30 MPH
 POSTED SPEED: 25 MPH

CAPTION

A PORTION OF PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2,438.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 137.08 FEET TO A 5" X 5" CONCRETE MONUMENT BEING THE EAST 1/4 CORNER OF SAID SECTION 35; THENCE SOUTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 35.16 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2380.00 FEET AND POINT A; THENCE DEPARTING THE EAST LINE OF SAID SECTION 35 AND ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 29°39'56", AN ARC DISTANCE OF 1232.28 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°44'28" WEST, 1218.56 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 651.10 FEET TO POINT B; THENCE CONTINUE NORTH 85°25'34" WEST A DISTANCE OF 718.11 FEET; THENCE SOUTH 04°28'57" WEST A DISTANCE OF 37.26 FEET; THENCE NORTH 85°31'03" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 04°28'57" EAST A DISTANCE OF 37.34 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 737.69 FEET TO THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218 (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71493); THENCE NORTH 04°34'26" EAST ALONG EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218 A DISTANCE OF 155.00 FEET; THENCE DEPARTING EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218, SOUTH 85°25'34" EAST A DISTANCE OF 675.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.84 FEET; THENCE SOUTH 85°31'03" EAST A DISTANCE OF 50.00 FEET TO POINT C; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 49.92 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 1,431.40 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2225 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 31°32'08", AN ARC DISTANCE OF 1224.64 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°48'22" EAST, 1209.24 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE POINT OF BEGINNING.

CONTAINING 12.15 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 800

A DRAINAGE EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT A (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 2); THENCE SOUTH 00°45'53" WEST ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 29.96 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 00°41'29", AN ARC DISTANCE OF 29.05 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 65°33'56" WEST, 29.05 FEET TO A NON-TANGENT LINE; THENCE SOUTH 24°05'20" EAST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE OF THE NORTHWEST, HAVING A RADIUS OF 2424.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 03°58'53", AN ARC DISTANCE OF 168.44 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°54'07" WEST, 168.40 FEET TO A NON-TANGENT LINE; THENCE NORTH 20°06'27" WEST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 05°17'53", AN ARC DISTANCE OF 222.57 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°32'29" WEST, 222.49 FEET TO A NON-TANGENT LINE; THENCE NORTH 14°48'34" WEST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 10°16'55", AN ARC DISTANCE OF 421.10 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 70°02'59" EAST, 426.52 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.33 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 801

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT B (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 2); THENCE SOUTH 04°34'26" WEST A DISTANCE OF 150.89 FEET; THENCE SOUTH 69°29'30" WEST A DISTANCE OF 535.52 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE OF 162.54 FEET; THENCE SOUTH 79°47'20" WEST A DISTANCE OF 106.95 FEET; THENCE NORTH 10°12'40" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 79°47'20" EAST A DISTANCE OF 106.82 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE 115.02 FEET; THENCE NORTH 53°18'39" WEST A DISTANCE OF 115.49 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 667.22 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 3.56 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 802

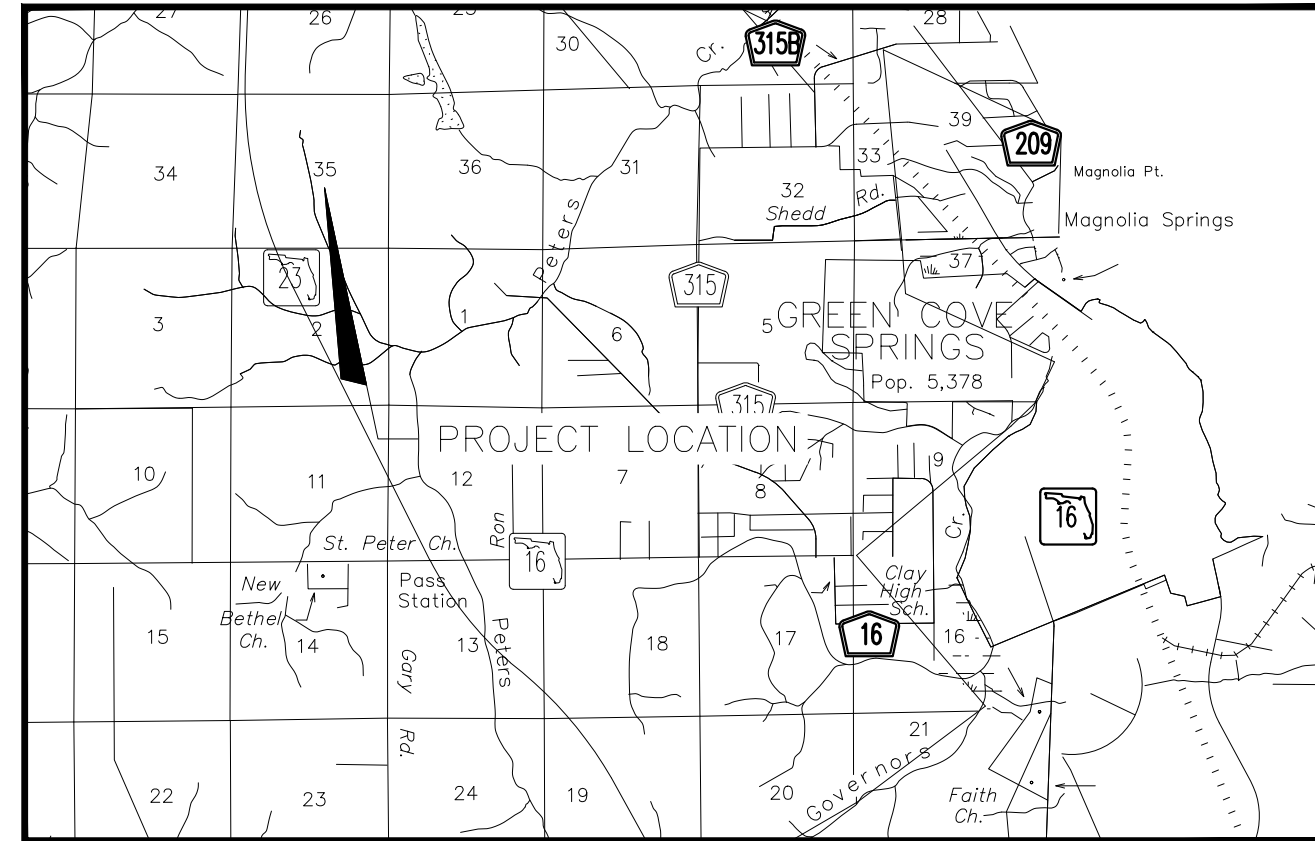
A DRAINAGE EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT C (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 2); THENCE SOUTH 85°31'03" EAST A DISTANCE OF 10.74 FEET; THENCE SOUTH 77°30'52" EAST A DISTANCE OF 166.66 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 614.69 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 27.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 790.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.92 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.54 ACRES, MORE OR LESS.

CATHEDRAL OAK PARKWAY PHASE 2

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

PLAT BOOK PAGE
SHEET 1 OF 4

ENGINEER AND SURVEYOR

WGI, INC.
4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

PREPARED BY:

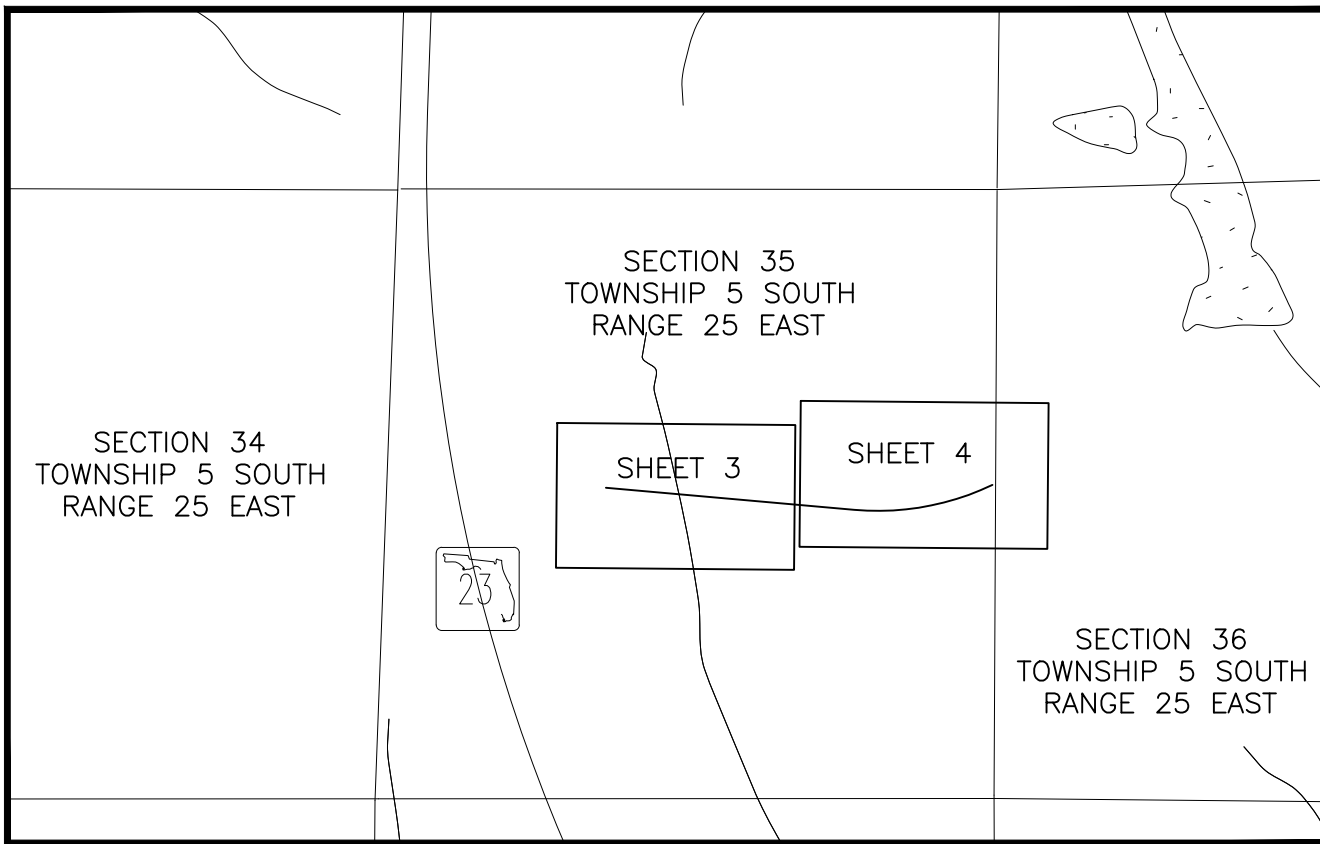


4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY PHASE 2

PLAT BOOK PAGE
SHEET 2 OF 4

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA



KEY MAP
(NOT TO SCALE)

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT REINHOLD CORPORATION, A FLORIDA CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL OF CATHEDRAL OAK PARKWAY PHASE 2, A PUBLIC RIGHT OF WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

PERPETUAL EASEMENTS AS SHOWN ON THE PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTING, DRAINING, RETAINING, DETAINING AND CONVEYING STORMWATER IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY, TOGETHER WITH THE RIGHT TO ACCESS, OBSERVE, INSPECT, OPERATE, MAINTAIN, CONSTRUCT, IMPROVE AND REPAIR IMPROVEMENTS, I.E., DRAINAGE DITCHES, PIPES AND ASSOCIATED DRAINAGE PONDS AND STRUCTURES, MODIFYING THE ELEVATION WITH THE RIGHT TO CONSTRUCT, GRADE, EXCAVATE AND/OR ADD FILL MATERIAL (COLLECTIVELY, THE "DRAINAGE IMPROVEMENTS"), IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY. CLAY COUNTY SHALL HAVE EXCLUSIVE USE AND CONTROL OF THE EASEMENT PROPERTY AND SHALL, AT ITS SOLE COST AND EXPENSE, CONSTRUCT, MAINTAIN, REPAIR AND OPERATE DRAINAGE IMPROVEMENTS WITHIN THE EASEMENT PROPERTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS, AND PERMITS.

THE EASEMENTS SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID PONDS AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE PUBLIC RIGHT OF WAY HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCE WHICH MAY FLOW OR PASS FROM SAID RIGHT OF WAY, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID PONDS AND FILTRATION SYSTEMS, WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE EASEMENTS BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

DEDICATOR SHALL HAVE THE RIGHT TO ELECT TO CONNECT TO, ALTER OR EXPAND THE SIZE AND CAPACITY OF ANY DRAINAGE IMPROVEMENTS WITHIN THE BOUNDS OF THE EASEMENT PROPERTY. IF DEDICATOR MAKES SUCH ELECTION, ALL SUCH JOINT USE STORMWATER PONDS, DRAINAGE EASEMENTS AND RELATED IMPROVEMENTS ("JOINT USE PONDS") SHALL BE DESIGNED AND CONSTRUCTED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE, SHALL MEET THE OPERATIONAL AND MAINTENANCE NEEDS OF THE COUNTY, SHALL NOT INFRINGE UPON OR INTERFERE WITH THE COUNTY'S PERMITTED CAPACITY FOR FUTURE USE, AND SHALL BE PROCESSED WITH THE COUNTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS AND PERMITS. ALL SUCH JOINT USE PONDS SHALL THEREAFTER BE OPERATED, MAINTAINED, IMPROVED AND REPAIRED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE IN A GOOD AND WORKMANLIKE MANNER, WITH REASONABLE CARE, IN ACCORDANCE WITH APPLICABLE LAW. DEDICATOR'S OBLIGATIONS CONCERNING JOINT USE PONDS SPECIFICALLY DO NOT PREEMPT THE COUNTY'S RIGHTS WITH REGARD TO ANY SUCH PONDS. THE EASEMENTS, AS SHOWN ON THE PLAT, MAY BE RELEASED BY MUTUAL CONSENT OF THE DEDICATOR AND CLAY COUNTY WITHOUT A REQUIREMENT TO REPLAT PROVIDED SUCH RELEASE IS RECORDED IN THE PUBLIC RECORDS OF CLAY COUNTY.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE EASEMENTS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF DRAINAGE IMPROVEMENTS AND ANY JOINT USE PONDS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE DRAINAGE IMPROVEMENTS OR ANY JOINT USE PONDS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

REINHOLD CORPORATION, A FLORIDA CORPORATION

WITNESS

WITNESS

BY: _____
GEORGE M. EGAN

PRINT NAME

PRINT NAME

STATE OF FLORIDA, CLAY COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2022, BY GEORGE M. EGAN AS AN AUTHORIZED SIGNER OF REINHOLD CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINTED NAME) – NOTARY PUBLIC

(SEAL)

SURVEYOR AND MAPPER'S CERTIFICATE

THE UNDERSIGNED SURVEYOR CERTIFIES THAT HAS REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 177.081 (1), FLORIDA STATUTES (1998), AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, THE UNDERSIGNED DID NOT PREPARED THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE _____ DAY OF _____, 2022.

SIGNED: _____

PRINT NAME: ROBERT BRANDT WILSON PLS

FLORIDA REGISTRATION NO.: 4690

PRINT ADDRESS: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1366

GREEN COVE SPRINGS, FL 32043

PREPARED BY:



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

COUNTY COMMISSIONER'S APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2022, BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA.

TARA S GREEN,
CLAY COUNTY CLERK AND COMPTROLLER,
EX OFFICIO CLERK TO THE BOARD

CHAIRMAN OF THE BOARD

COUNTY ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

COUNTY ENGINEER

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH PART II OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA THIS _____ DAY OF _____, 2022.

CLERK OF THE CIRCUIT COURT

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICE APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

DIRECTOR

SURVEYOR AND MAPPER'S CERTIFICATE

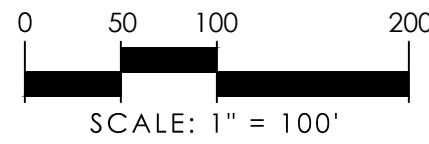
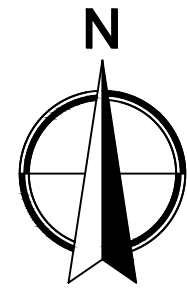
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CLAY COUNTY, FLORIDA.

THIS _____ DAY OF _____, 2022

RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 7113

CATHEDRAL OAK PARKWAY PHASE 2

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA



NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

- = Denotes Found 5"x5" C.M.
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- C# = Tabulate Curve Data
- CB = Chord Bering
- CD = Chord Distance
- Δ = Delta
- L# = Tabulate Line Data
- L = Length
- LB = License Business
- PC = Point of Curvature
- PCP = Permanent Control Point
- POL = Point on Line
- PRM = Permanent Reference Monument
- PT = Point of Tangency
- R = Raudius

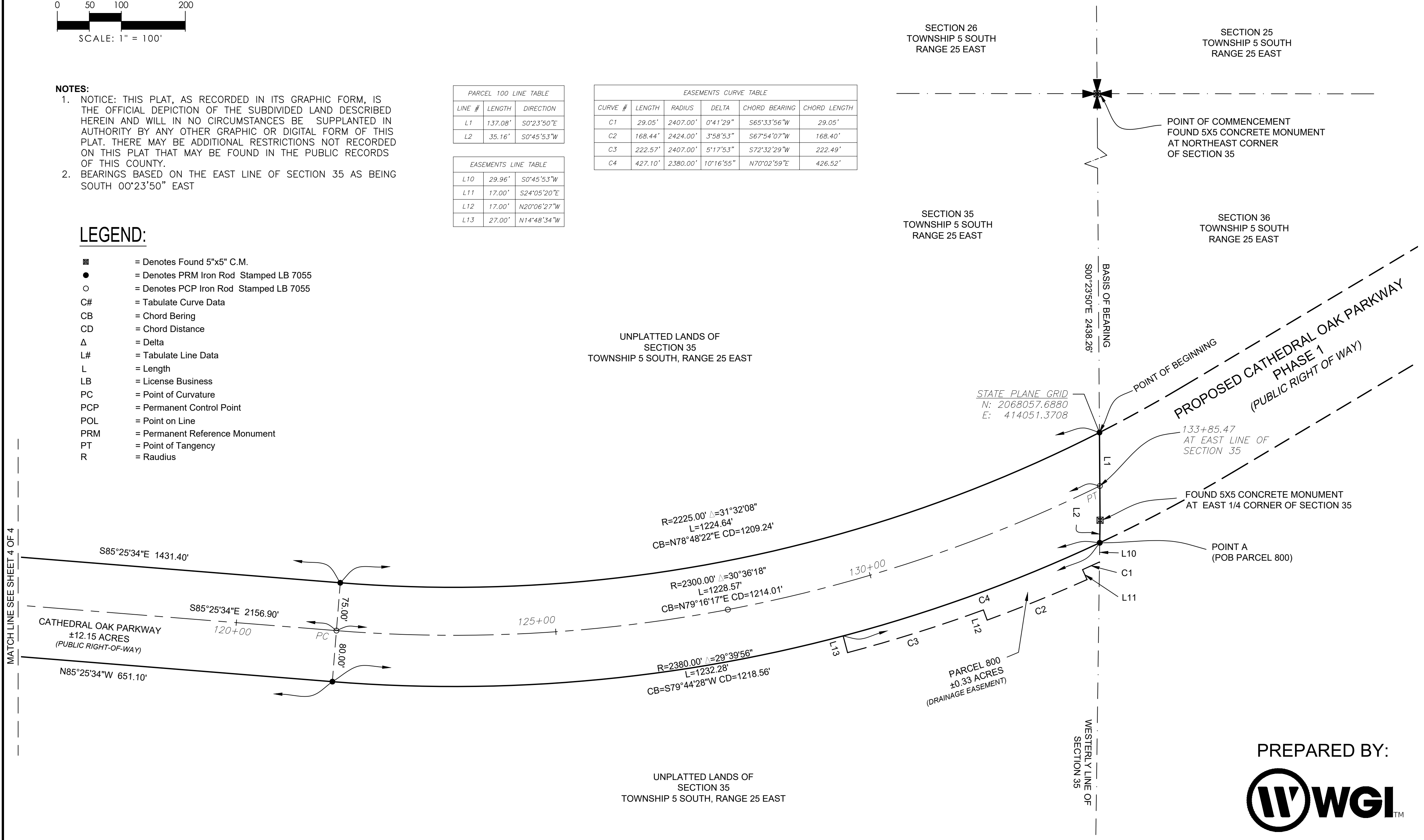
PARCEL 100 LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	137.08'	S0°23'50"E
L2	35.16'	S0°45'53"W

EASEMENTS LINE TABLE		
LINE #	LENGTH	DIRECTION
L10	29.96'	S0°45'53"W
L11	17.00'	S24°05'20"E
L12	17.00'	N20°06'27"W
L13	27.00'	N14°48'34"W

EASEMENTS CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	29.05'	2407.00'	0°41'29"	S65°33'56"W	29.05'
C2	168.44'	2424.00'	3°58'53"	S67°54'07"W	168.40'
C3	222.57'	2407.00'	5°17'53"	S72°32'29"W	222.49'
C4	427.10'	2380.00'	10°16'55"	N70°02'59"E	426.52'

UNPLATTED LANDS OF
SECTION 35
TOWNSHIP 5 SOUTH, RANGE 25 EAST

UNPLATTED LANDS OF
SECTION 35
TOWNSHIP 5 SOUTH, RANGE 25 EAST



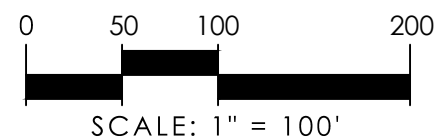
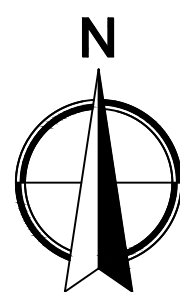
PREPARED BY:



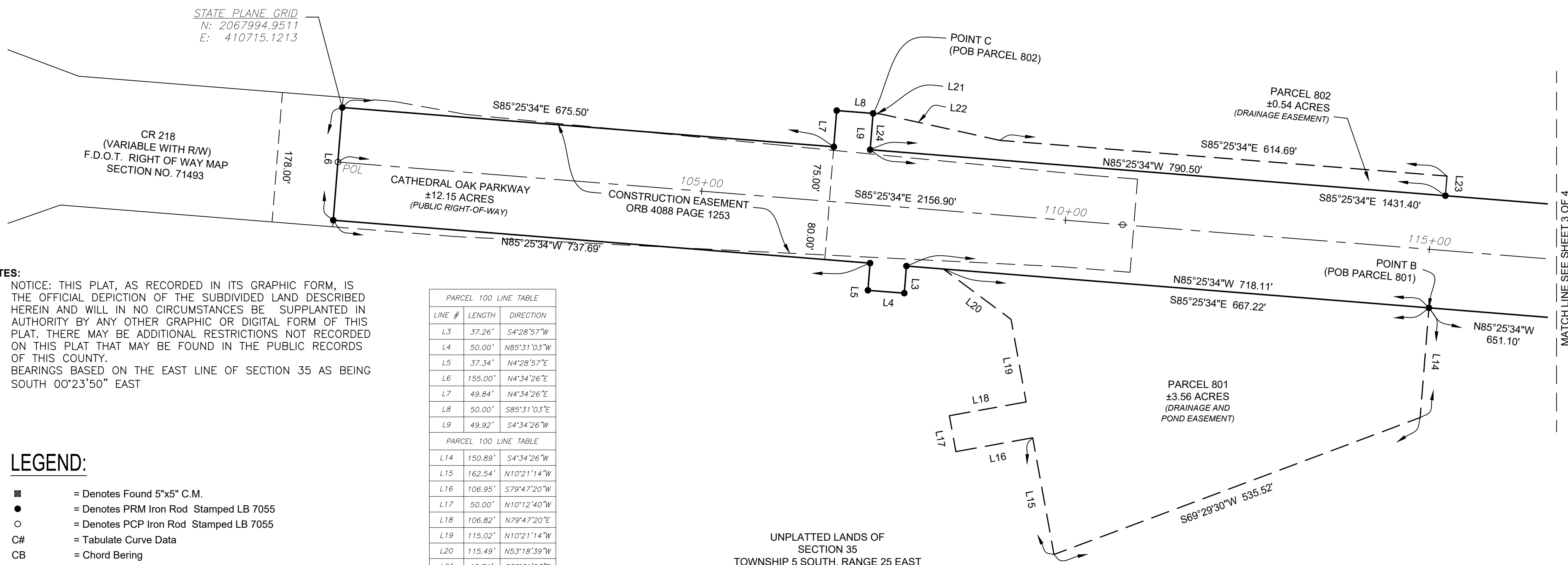
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY PHASE 2

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA



UNPLATTED LANDS OF
SECTION 35
TOWNSHIP 5 SOUTH, RANGE 25 EAST



- NOTES:**
1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

PARCEL 100 LINE TABLE		
LINE #	LENGTH	DIRECTION
L3	37.26'	S4°28'57"W
L4	50.00'	N85°31'03"W
L5	37.34'	N4°28'57"E
L6	155.00'	N4°34'26"E
L7	49.84'	N4°34'26"E
L8	50.00'	S85°31'03"E
L9	49.92'	S4°34'26"W
L14	150.89'	S4°34'26"W
L15	162.54'	N10°21'14"W
L16	106.95'	S79°47'20"W
L17	50.00'	N10°12'40"W
L18	106.82'	N79°47'20"E
L19	115.02'	N10°21'14"W
L20	115.49'	N53°18'39"W
L21	10.74'	S85°31'03"E
L22	166.66'	S77°30'52"E
L23	27.00'	S4°34'26"W
L24	49.92'	N4°34'26"E

- LEGEND:**
- = Denotes Found 5"x5" C.M.
 - = Denotes PRM Iron Rod Stamped LB 7055
 - = Denotes PCP Iron Rod Stamped LB 7055
 - C# = Tabulate Curve Data
 - CB = Chord Bering
 - CD = Chord Distance
 - Δ = Delta
 - L# = Tabulate Line Data
 - L = Length
 - LB = License Business
 - PC = Point of Curvature
 - PCP = Permanent Control Point
 - POL = Point on Line
 - PRM = Permanent Reference Monument
 - PT = Point of Tangency
 - R = RADIUS

PREPARED BY:



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

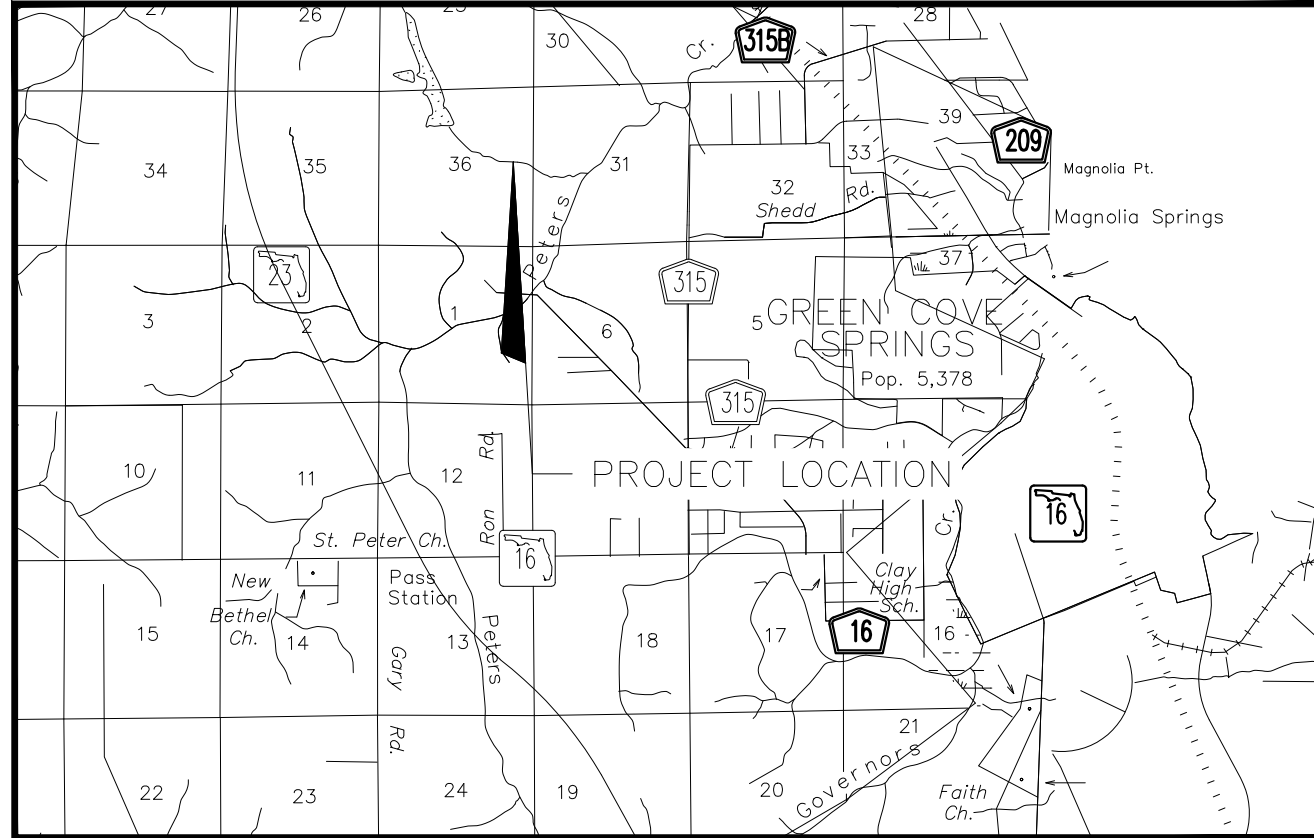
CAPTION

A PORTION OF PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, AND SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST; THENCE SOUTH 00°23'50" EAST, ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 2,438.26 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,225.00 AND THE POINT OF BEGINNING; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 AND ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 01°30'35", AN ARC DISTANCE OF 58.63 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°17'02" EAST, 58.63 FEET TO POINT A; THENCE CONTINUE ALONG CURVE THROUGH AN ANGLE OF 02°18'00", AN ARC DISTANCE OF 89.31 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°22'45" EAST, 89.31 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 1,530.24 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 3°40'27", AN ARC DISTANCE OF 152.30 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 61°03'59" EAST, 152.28 FEET TO A NON-TANGENT LINE; THENCE NORTH 19°24'41" EAST A DISTANCE OF 38.20 FEET; THENCE NORTH 65°33'27" EAST A DISTANCE OF 166.99 FEET; THENCE SOUTH 68°19'36" EAST A DISTANCE OF 38.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 15°26'02", AN ARC DISTANCE OF 639.76 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 75°55'43" EAST, 673.83 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°13'32" EAST A DISTANCE OF 137.49 FEET; THENCE SOUTH 89°46'28" EAST A DISTANCE OF 88.00 FEET TO POINT B; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 129.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 22°14'08", AN ARC DISTANCE OF 921.69 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83°06'14" EAST, 915.92 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 1,018.83 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 44.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 50.00 FEET TO POINT C; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 15.72 FEET; THENCE SOUTH 27°21'22" EAST A DISTANCE OF 40.92 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 857.99 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 57.89 FEET; THENCE SOUTH 71°57'54" EAST A DISTANCE OF 74.33 FEET TO POINT D; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 57.80 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,007.99 FEET; THENCE THROUGH AN ANGLE OF 36°00'46", AN ARC DISTANCE OF 1,262.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89°32'56" EAST, 1,241.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,158.00 FEET; THENCE THROUGH AN ANGLE OF 13°41'49", AN ARC DISTANCE OF 515.89 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°23'28" EAST, 514.66 FEET TO A NON-TANGENT LINE; THENCE NORTH 06°40'52" EAST A DISTANCE OF 169.87 FEET; THENCE NORTH 57°00'00" EAST A DISTANCE OF 201.56 FEET; THENCE SOUTH 84°20'27" EAST A DISTANCE OF 149.27 FEET; THENCE SOUTH 33°38'55" EAST A DISTANCE OF 122.96 FEET; THENCE SOUTH 05°39'33" WEST A DISTANCE OF 65.31 FEET; THENCE SOUTH 69°50'31" EAST A DISTANCE OF 165.62 FEET; THENCE SOUTH 05°39'33" WEST A DISTANCE OF 53.99 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,168.00 FEET; THENCE THROUGH AN ANGLE OF 18°21'10", AN ARC DISTANCE OF 694.45 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 70°59'41" EAST, 691.48 FEET TO A NON-TANGENT LINE; THENCE SOUTH 28°10'55" WEST A DISTANCE OF 25.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,143.00 FEET; THENCE THROUGH AN ANGLE OF 6°57'40", AN ARC DISTANCE OF 260.36 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58°20'15" EAST, 260.20 FEET TO POINT E; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2,143.00 FEET, THROUGH AN ANGLE OF 6°54'48", AN ARC DISTANCE OF 258.58 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'01" EAST, 258.42 FEET; THENCE SOUTH 47°56'37" EAST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,023.00 FEET; THENCE THROUGH AN ANGLE OF 16°54'12", AN ARC DISTANCE OF 596.82 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 56°23'43" EAST, 594.66 FEET TO A NON-TANGENT LINE; THENCE NORTH 26°03'34" EAST A DISTANCE OF 58.40 FEET; THENCE SOUTH 64°01'56" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 26°03'34" WEST A DISTANCE OF 57.07 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,023.00 FEET; THENCE THROUGH AN ANGLE OF 25°04'37", AN ARC DISTANCE OF 885.42 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°48'08" EAST, 878.37 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 403.70 FEET TO WESTERLY EXISTING RIGHT OF WAY OF COUNTY ROAD 315 (A 80 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTANCE OF 125.19 FEET TO POINT F; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 396.88 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,148.00 FEET; THENCE THROUGH AN ANGLE OF 26°29'04", AN ARC DISTANCE OF 992.89 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°05'54" WEST, 984.08 FEET TO A NON-TANGENT LINE; THENCE SOUTH 26°00'29" WEST A DISTANCE OF 58.10 FEET; THENCE NORTH 64°05'01" WEST A DISTANCE OF 50.00 FEET TO POINT G; THENCE NORTH 26°00'29" EAST A DISTANCE OF 58.01 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,148.00 FEET; THENCE THROUGH AN ANGLE OF 15°34'44", AN ARC DISTANCE OF 584.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°43'59" WEST, 582.25 FEET; THENCE NORTH 47°56'37" WEST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,018.00 FEET; THENCE THROUGH AN ANGLE OF 13°52'28", AN ARC DISTANCE OF 488.67 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°52'51" WEST, 487.48 FEET TO A NON-TANGENT LINE; THENCE SOUTH 28°10'55" WEST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,998.00 FEET; THENCE THROUGH AN ANGLE OF 24°45'20", AN ARC DISTANCE OF 863.27 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87°11'46" WEST, 856.57 FEET TO A NON-TANGENT LINE; THENCE NORTH 03°25'34" EAST A DISTANCE OF 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,003.00 FEET; THENCE THROUGH AN ANGLE OF 21°53'01", AN ARC DISTANCE OF 765.03 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 82°29'04" WEST, 760.39 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,162.99 FEET; THENCE THROUGH AN ANGLE OF 13°20'41", AN ARC DISTANCE OF 503.79 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°12'54" WEST, 502.65 FEET TO A NON-TANGENT LINE;

CATHEDRAL OAK PARKWAY PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

THENCE SOUTH 04°34'58" EAST A DISTANCE OF 25.95 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2188.99 FEET; THENCE THROUGH AN ANGLE OF 01°02'49", AN ARC DISTANCE OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°25'02" WEST, 40.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 04°34'58" WEST A DISTANCE OF 25.95 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 03°38'30", AN ARC DISTANCE OF 137.48 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°46'04" WEST, 137.46 FEET TO POINT H; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 16°05'16", AN ARC DISTANCE OF 607.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82°22'03" WEST, 605.34 FEET TO A NON-TANGENT LINE; THENCE SOUTH 15°40'35" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 73°21'50" WEST A DISTANCE OF 74.13 FEET; THENCE NORTH 17°35'45" EAST A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,162.99 FEET; THENCE THROUGH AN ANGLE OF 00°25'04", AN ARC DISTANCE OF 15.77 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°11'43" WEST, 15.77 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 733.04 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 62.49 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 15.72 FEET; THENCE NORTH 27°21'22" WEST A DISTANCE OF 66.58 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 26.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 26.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 315.71 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2207.34 FEET; THENCE THROUGH AN ANGLE OF 22°40'39", AN ARC DISTANCE OF 873.65 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°15'35" WEST, 867.96 FEET TO A NON-TANGENT LINE; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 111.07 FEET; THENCE NORTH 89°46'28" WEST A DISTANCE OF 88.00 FEET; THENCE NORTH 00°13'32" EAST A DISTANCE OF 101.97 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,220 FEET; THENCE THROUGH AN ANGLE OF 5°45'07", AN ARC DISTANCE OF 222.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°18'28" WEST, 222.78 FEET TO POINT I; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2220.00 FEET, THROUGH AN ANGLE OF 09°09'50", AN ARC DISTANCE OF 355.06 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°50'59" WEST, 354.68 FEET TO A NON-TANGENT LINE; THENCE SOUTH 21°45'05" WEST A DISTANCE OF 34.61 FEET; THENCE SOUTH 24°26'33" EAST A DISTANCE OF 49.52 FEET; THENCE SOUTH 84°36'44" WEST A DISTANCE OF 33.58 FEET; THENCE SOUTH 65°33'27" WEST A DISTANCE OF 128.26 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 43.56 FEET; THENCE NORTH 70°36'15" WEST A DISTANCE OF 27.71 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,220 FEET; THENCE THROUGH AN ANGLE OF 03°44'49", AN ARC DISTANCE OF 145.18 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°06'10" WEST, 145.16 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 40.00 FEET TO POINT J; THENCE CONTINUE SOUTH 59°13'45" WEST A DISTANCE OF 1490.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,380.00 FEET; THENCE THROUGH AN ANGLE OF 05°40'46", AN ARC DISTANCE OF 235.92 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°04'08" WEST, 235.82 FEET TO A NON-TANGENT LINE BEING THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 35.16 FEET TO A FOUND 5" X 5" CONCRETE MONUMENT BEING THE WEST ¼ CORNER OF SAID SECTION 36; THENCE NORTH 00°23'50" WEST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 137.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 42.53 ACRES, MORE OR LESS.

PLAT BOOK PAGE
SHEET 1 OF 9

ENGINEER AND SURVEYOR

WGI, INC.
4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

PREPARED BY:



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY PHASE 1

PLAT BOOK PAGE
SHEET 2 OF 9

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 803

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT A (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE NORTH 28°35'59" WEST A DISTANCE OF 27.00 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2198.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'05" AN ARC DISTANCE OF 88.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°22'48" EAST, 88.28 FEET; THENCE NORTH 59°13'45" EAST 740.27 FEET; THENCE SOUTH 30°46'15" EAST A DISTANCE OF 27.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 740.27 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2225.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'00" AN ARC DISTANCE OF 89.31 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60°22'45" WEST, 89.21 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.51 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 804

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT B (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 89°46'28" EAST A DISTANCE OF 22.40 FEET; THENCE SOUTH 55°55'05" EAST A DISTANCE OF 159.16 FEET; THENCE SOUTH 72°50'57" EAST A DISTANCE OF 21.28 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2402.00 FEET; THENCE THROUGH AN ANGLE OF 18°00'31" AN ARC DISTANCE OF 754.97 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°59'26" EAST, 751.87 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 929.62 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 89.19 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 44.46 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 1018.83 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2375.00 FEET; THENCE THROUGH AN ANGLE OF 22°14'08" AN ARC DISTANCE OF 921.69 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°06'14" WEST, 915.92 FEET TO A NON–TANGENT LINE; THENCE NORTH 00°13'32" EAST A DISTANCE OF 129.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.45 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 805

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT C (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 71°59'11" EAST A DISTANCE OF 89.19 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 710.80 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 30.93 FEET; THENCE SOUTH 71°57'54" A DISTANCE OF 87.13 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 57.89 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 857.99 FEET; THENCE NORTH 27°21'22" WEST A DISTANCE OF 40.92 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 15.72 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.64 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 806

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT D (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 71°57'54" EAST A DISTANCE OF 86.64 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 28.17' TO A NON–TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1980.99; THENCE THROUGH AN ANGLE OF 33°29'56" AN ARC DISTANCE OF 1158.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88°17'31" EAST, 1141.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2185.00 FEET; THENCE THROUGH AN ANGLE OF 13°50'25" AN ARC DISTANCE OF 527.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°27'46" EAST, 526.52 FEET TO A NON–TANGENT LINE;

THENCE SOUTH 06°40'52" WEST A DISTANCE OF 27.54 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2158.00 FEET; THENCE THROUGH AN ANGLE OF 13°41'49" AN ARC DISTANCE OF 515.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°23'28" WEST, 514.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2007.99 FEET; THENCE THROUGH AN ANGLE OF 36°00'46" AN ARC DISTANCE OF 1262.11 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 89°32'56" WEST, 1241.43 FEET TO A NON–TANGENT LINE; THENCE NORTH 18°02'06" EAST A DISTANCE OF 57.80 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.16 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 807

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT E (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE NORTH 35° 48' 41" EAST A DISTANCE OF 341.75 FEET; THENCE NORTH 52°08'28" WEST A DISTANCE OF 160.43 FEET; THENCE NORTH 22°08'28" WEST A DISTANCE OF 231.72 FEET; THENCE NORTH 67°51'32" EAST A DISTANCE OF 268.93 FEET; THENCE NORTH 19°47'30" EAST A DISTANCE OF 22.86 FEET; THENCE SOUTH 70°12'30" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 19°47'30" WEST A DISTANCE OF 33.19 FEET; THENCE SOUTH 22°08'28" EAST A DISTANCE OF 411.30 FEET; THENCE SOUTH 67°51'32" WEST A DISTANCE OF 171.82 FEET; THENCE NORTH 52°08'28" WEST A DISTANCE OF 44.35 FEET; THENCE SOUTH 35°48'41" WEST A DISTANCE OF 339.96 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,143.00 FEET; THENCE THROUGH AN ANGLE OF 1°20'13", AN ARC DISTANCE OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°11'19" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 3.19 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 808

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT F (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTANCE OF 26.04 FEET; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 395.46 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 24°10'34", AN ARC DISTANCE OF 917.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°15'09" WEST, 910.54 FEET TO A NON–TANGENT LINE; THENCE SOUTH 22°50'08" WEST A DISTANCE OF 32.10 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2206.10 FEET; THENCE THROUGH AN ANGLE OF 02°18'30", AN ARC DISTANCE OF 88.87 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°00'37" WEST, 88.87 FEET TO A NON–TANGENT LINE; THENCE NORTH 26°00'29" EAST A DISTANCE OF 58.10 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 26°29'04", AN ARC DISTANCE OF 992.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°05'54" EAST, 984.08 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 396.88 FEET TO THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 AND THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.90 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 809

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT G (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 2206.01 THROUGH AN ANGLE OF 02°18'58", AN ARC DISTANCE OF 89.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°21'52" WEST, 89.16 FEET TO A NON–TANGENT LINE; THENCE NORTH 28°47'37" EAST A DISTANCE OF 32.01 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 10°16'51", AN ARC DISTANCE OF 390.09 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 56°03'58" WEST, 389.56 FEET TO A NON–TANGENT LINE;

THENCE NORTH 38°55'49" EAST A DISTANCE OF 25.89 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 12°35'10", AN ARC DISTANCE OF 471.85 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57°13'46" EAST, 470.90 FEET TO A NON–TANGENT LINE; THENCE SOUTH 26°00'29" WEST A DISTANCE OF 58.01 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.35 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 810

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT H (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 00°00'00" A DISTANCE OF 185.63 FEET; THENCE SOUTH 10°08'52" WEST A DISTANCE OF 150.70 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 96.81 FEET; THENCE SOUTH 12°26'45" WEST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 12°26'45" EAST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 44.28 FEET; THENCE NORTH 32°09'04" WEST A DISTANCE OF 205.07 FEET; THENCE NORTH 00°00'00" A DISTANCE OF 140.97 FEET TO A NON–TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 08°33'52", AN ARC DISTANCE OF 323.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 86°07'45" EAST, 323.02 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.15 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 811

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT I (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 27°36'38" EAST A DISTANCE OF 341.21 FEET; THENCE SOUTH 78°18'33" WEST A DISTANCE 410.78 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 223.29 FEET; THENCE NORTH 84°36'44" EAST A DISTANCE OF 5.29 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 49.52; THENCE NORTH 21°45'05" EAST A DISTANCE OF 34.61 FEET TO A NON–TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2220.00; THENCE THROUGH AN ANGLE OF 09°09'50", AN ARC DISTANCE OF 355.06 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°50'59" EAST, 354.68 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.88 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 812

A DRAINAGE EASEMENT IN PARCEL NO: 31–05–26–014455–000–00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT J (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 30°46'15" EAST A DISTANCE OF 27.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 1490.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00; THENCE THROUGH AN ANGLE OF 05°59'26", AN ARC DISTANCE OF 251.67 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°13'28" WEST, 251.55 FEET TO A NON–TANGENT LINE AND THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 29.96 FEET TO A NON–TANGENT CURVE CONCAVE OF THE NORTHWEST, HAVING A RADIUS OF 2380.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 05°40'46", AN ARC DISTANCE OF 235.92 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°04'08" EAST, 235.82 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 1490.24 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.07 ACRES, MORE OR LESS.

PREPARED BY:

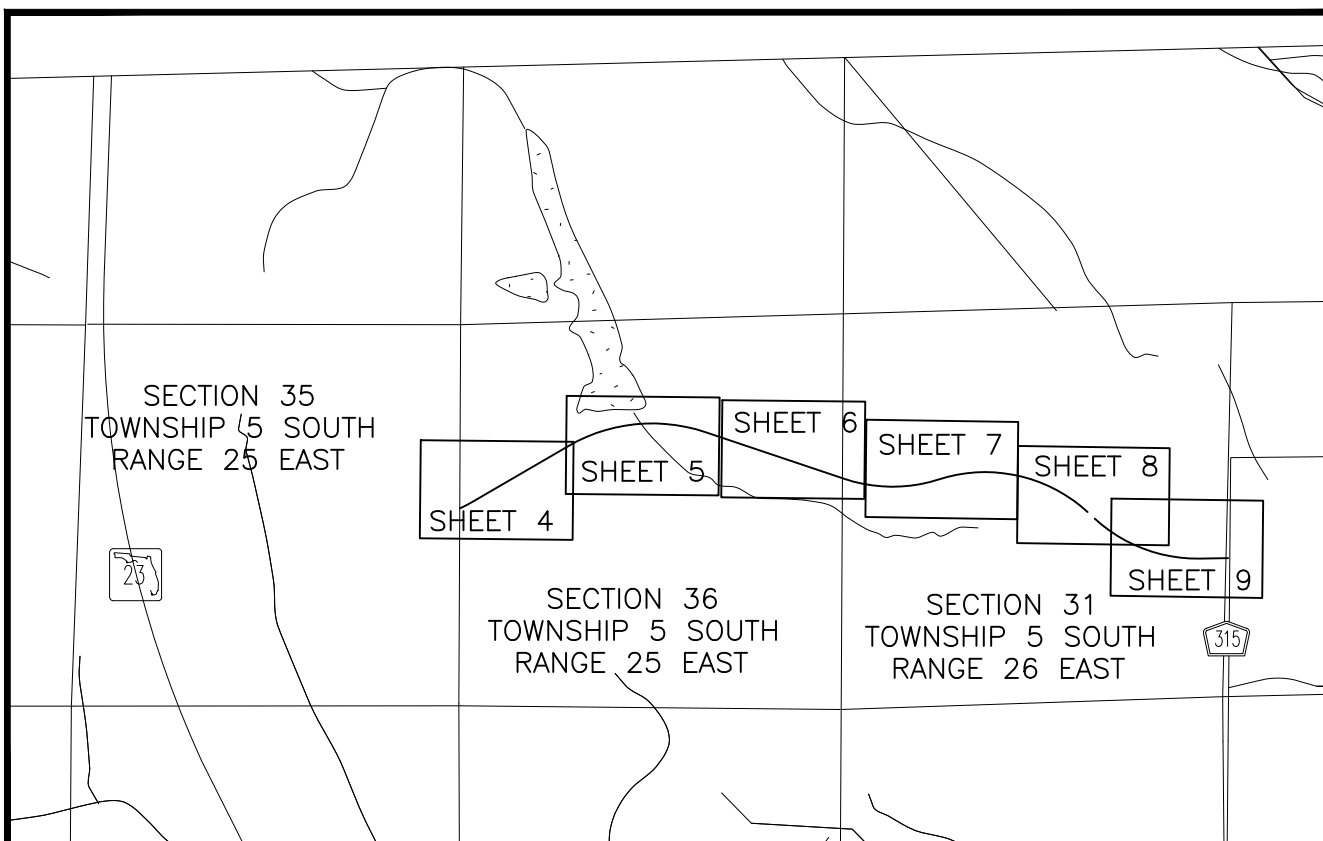


4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY PHASE 1

PLAT BOOK PAGE
SHEET 3 OF 9

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA



KEY MAP
(NOT TO SCALE)

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT PETERS CREEK INVESTMENTS, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL OF CATHEDRAL OAK PARKWAY PHASE 1, A PUBLIC RIGHT OF WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

PERPETUAL EASEMENTS AS SHOWN ON THE PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTING, DRAINING, RETAINING, DETAINING AND CONVEYING STORMWATER IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY, TOGETHER WITH THE RIGHT TO ACCESS, OBSERVE, INSPECT, OPERATE, MAINTAIN, CONSTRUCT, IMPROVE AND REPAIR IMPROVEMENTS, I.E., DRAINAGE DITCHES, PIPES AND ASSOCIATED DRAINAGE PONDS AND STRUCTURES, MODIFYING THE ELEVATION WITH THE RIGHT TO CONSTRUCT, GRADE, EXCAVATE AND/OR ADD FILL MATERIAL (COLLECTIVELY, THE DRAINAGE IMPROVEMENTS), IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY. CLAY COUNTY SHALL HAVE EXCLUSIVE USE AND CONTROL OF THE EASEMENT PROPERTY AND SHALL, AT ITS SOLE COST AND EXPENSE, CONSTRUCT, MAINTAIN, REPAIR AND OPERATE DRAINAGE IMPROVEMENTS WITHIN THE EASEMENT PROPERTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS, AND PERMITS.

THE EASEMENTS SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID PONDS AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE PUBLIC RIGHT OF WAY HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCE WHICH MAY FLOW OR PASS FROM SAID RIGHT OF WAY, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID PONDS AND FILTRATION SYSTEMS, WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE EASEMENTS BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

DEDICATOR SHALL HAVE THE RIGHT TO ELECT TO CONNECT TO, ALTER OR EXPAND THE SIZE AND CAPACITY OF ANY DRAINAGE IMPROVEMENTS WITHIN THE BOUNDS OF THE EASEMENT PROPERTY. IF DEDICATOR MAKES SUCH ELECTION, ALL SUCH JOINT USE STORMWATER PONDS, DRAINAGE EASEMENTS AND RELATED IMPROVEMENTS ("JOINT USE PONDS") SHALL BE DESIGNED AND CONSTRUCTED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE, SHALL MEET THE OPERATIONAL AND MAINTENANCE NEEDS OF THE COUNTY, SHALL NOT INFRINGE UPON OR INTERFERE WITH THE COUNTY'S PERMITTED CAPACITY FOR FUTURE USE, AND SHALL BE PROCESSED WITH THE COUNTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS AND PERMITS. ALL SUCH JOINT USE PONDS SHALL THEREAFTER BE OPERATED, MAINTAINED, IMPROVED AND REPAIRED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE IN A GOOD AND WORKMANLIKE MANNER, WITH REASONABLE CARE, IN ACCORDANCE WITH APPLICABLE LAW. DEDICATOR'S OBLIGATIONS CONCERNING JOINT USE PONDS SPECIFICALLY DO NOT PREEMPT THE COUNTY'S RIGHTS WITH REGARD TO ANY SUCH PONDS. THE EASEMENTS, AS SHOWN ON THE PLAT, MAY BE RELEASED BY MUTUAL CONSENT OF THE DEDICATOR AND CLAY COUNTY WITHOUT A REQUIREMENT TO REPLAT PROVIDED SUCH RELEASE IS RECORDED IN THE PUBLIC RECORDS OF CLAY COUNTY.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE EASEMENTS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF DRAINAGE IMPROVEMENTS AND ANY JOINT USE PONDS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE DRAINAGE IMPROVEMENTS OR ANY JOINT USE PONDS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

PETERS CREEK INVESTMENTS, L.L.P., A FLORIDA LIMITED LIABILITY PARTNERSHIP
BY: DEVELOPERS THREE INC., A FLORIDA CORPORATION

WITNESS

WITNESS

BY: GERALD R. AGRESTI, PRESIDENT

PRINT NAME

PRINT NAME

STATE OF FLORIDA, CLAY COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS ___ DAY OF _____, 2022, BY GERALD R. AGRESTI AS AN AUTHORIZED SIGNER OF PETERS CREEK INVESTMENTS, LLP, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES:

SIGNATURE

(PRINTED NAME) – NOTARY PUBLIC

(SEAL)

SURVEYOR AND MAPPER'S CERTIFICATE

THE UNDERSIGNED SURVEYOR CERTIFIES THAT HAS REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 177.081 (1), FLORIDA STATUTES (1998), AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, THE UNDERSIGNED DID NOT PREPARED THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE _____ DAY OF _____, 2022.

SIGNED: _____

PRINT NAME: ROBERT BRANDT WILSON PLS

FLORIDA REGISTRATION NO.: 4690

PRINT ADDRESS: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1366

GREEN COVE SPRINGS, FL 32043

PREPARED BY:



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

COUNTY COMMISSIONER'S APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2022, BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA.

TARA S GREEN,
CLAY COUNTY CLERK AND COMPTROLLER,
EX OFFICIO CLERK TO THE BOARD

CHAIRMAN OF THE BOARD

COUNTY ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

COUNTY ENGINEER

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH PART II OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA THIS _____ DAY OF _____, 2022.

CLERK OF THE CIRCUIT COURT

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICE APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

DIRECTOR

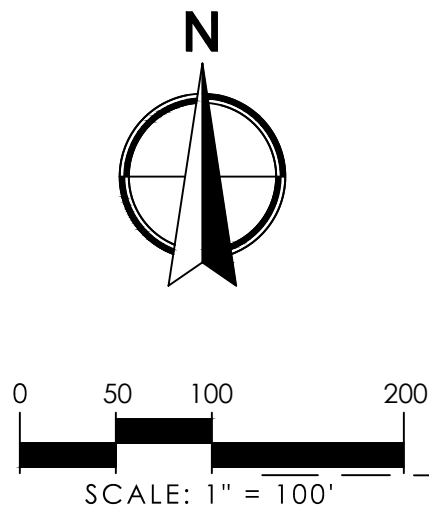
SURVEYOR AND MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CLAY COUNTY, FLORIDA.

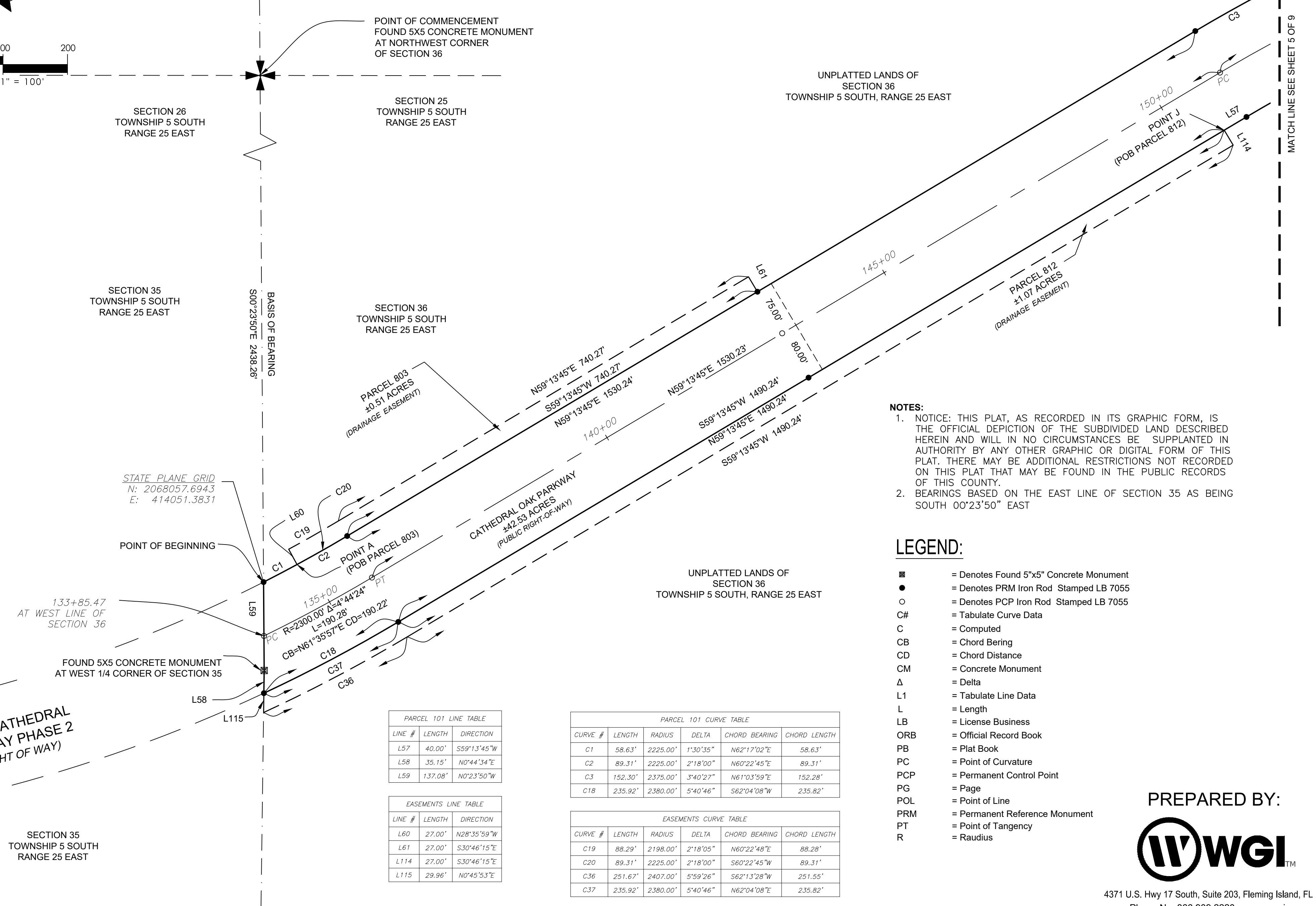
THIS _____ DAY OF _____, 2022

RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 7113

CATHEDRAL OAK PARKWAY PHASE 1



SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA



- NOTES:**
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

- = Denotes Found 5"x5" Concrete Monument
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- C# = Tabulate Curve Data
- C = Computed
- CB = Chord Bering
- CD = Chord Distance
- CM = Concrete Monument
- Δ = Delta
- L1 = Tabulate Line Data
- L = Length
- LB = License Business
- ORB = Official Record Book
- PB = Plat Book
- PC = Point of Curvature
- PCP = Permanent Control Point
- PG = Page
- POL = Point of Line
- PRM = Permanent Reference Monument
- PT = Point of Tangency
- R = Raudius

PARCEL 101 LINE TABLE

LINE #	LENGTH	DIRECTION
L57	40.00'	S59°13'45"W
L58	35.15'	N0°44'34"E
L59	137.08'	N0°23'50"W

EASEMENTS LINE TABLE

LINE #	LENGTH	DIRECTION
L60	27.00'	N28°35'59"W
L61	27.00'	S30°46'15"E
L114	27.00'	S30°46'15"E
L115	29.96'	N0°45'53"E

PARCEL 101 CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	58.63'	2225.00'	1°30'35"	N62°17'02"E	58.63'
C2	89.31'	2225.00'	2°18'00"	N60°22'45"E	89.31'
C3	152.30'	2375.00'	3°40'27"	N61°03'59"E	152.28'
C18	235.92'	2380.00'	5°40'46"	S62°04'08"W	235.82'

EASEMENTS CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C19	88.29'	2198.00'	2°18'05"	N60°22'48"E	88.28'
C20	89.31'	2225.00'	2°18'00"	S60°22'45"W	89.31'
C36	251.67'	2407.00'	5°59'26"	S62°13'28"W	251.55'
C37	235.92'	2380.00'	5°40'46"	N62°04'08"E	235.82'

PROPOSED CATHEDRAL OAK PARKWAY PHASE 2
(PUBLIC RIGHT OF WAY)

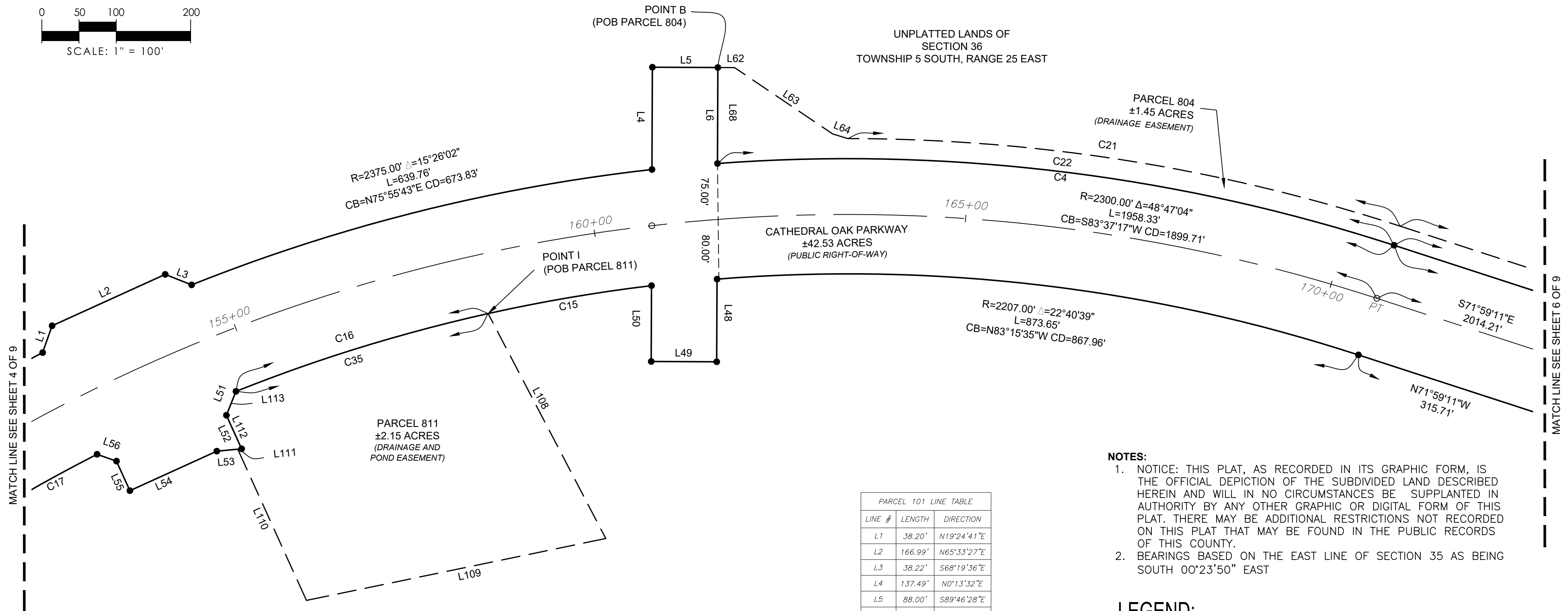
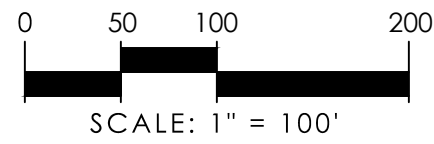
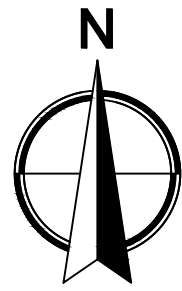
SECTION 35
TOWNSHIP 5 SOUTH
RANGE 25 EAST

PREPARED BY:



CATHEDRAL OAK PARKWAY PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA



NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

- = Denotes Found 5"x5" Concrete Monument
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- C# = Tabulate Curve Data
- C = Computed
- CB = Chord Bering
- CD = Chord Distance
- CM = Concrete Monument
- Δ = Delta
- L1 = Tabulate Line Data
- L = Length
- LB = License Business
- ORB = Official Record Book
- PB = Plat Book
- PC = Point of Curvature
- PCP = Permanent Control Point
- PG = Page
- POL = Point of Line
- PRM = Permanent Reference Monument
- PT = Point of Tangency
- R = Raudius

LINE #	LENGTH	DIRECTION
L1	38.20'	N19°24'41"E
L2	166.99'	N65°33'27"E
L3	38.22'	S68°19'36"E
L4	137.49'	N0°13'32"E
L5	88.00'	S89°46'28"E
L6	129.00'	S0°13'32"W
L48	111.07'	S0°13'32"W
L49	88.00'	N89°46'28"W
L50	101.97'	N0°13'32"E
L51	34.61'	S21°45'05"W
L52	49.52'	S24°26'33"E
L53	33.58'	S84°36'44"W
L54	128.26'	S65°33'27"W
L55	43.56'	N24°26'33"W
L56	27.71'	N70°36'15"W

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	921.69'	2375.00'	22°14'08"	S83°06'14"E	915.92'
C15	222.87'	2220.00'	5°45'07"	S80°18'28"W	222.78'
C16	355.06'	2220.00'	9°09'50"	S72°50'59"W	354.68'
C17	145.18'	2220.00'	3°44'49"	S61°06'10"W	145.16'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C21	754.97'	2402.00'	18°00'31"	S80°59'25"E	751.87'
C22	921.69'	2375.00'	22°14'08"	N83°06'14"W	915.92'

LINE #	LENGTH	DIRECTION
L62	22.40'	S89°46'28"E
L63	159.16'	S55°55'05"E
L64	21.28'	S72°50'57"E
L68	129.00'	N0°13'32"E
L108	341.21'	S27°36'38"E
L109	410.78'	S78°18'33"W
L110	223.29'	N24°26'33"W
L111	5.29'	S84°36'44"W
L112	49.52'	N24°26'33"W
L113	34.61'	N21°45'05"E

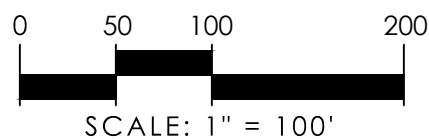
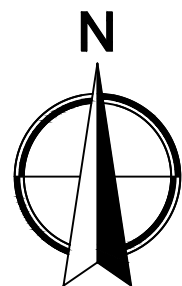
PREPARED BY:



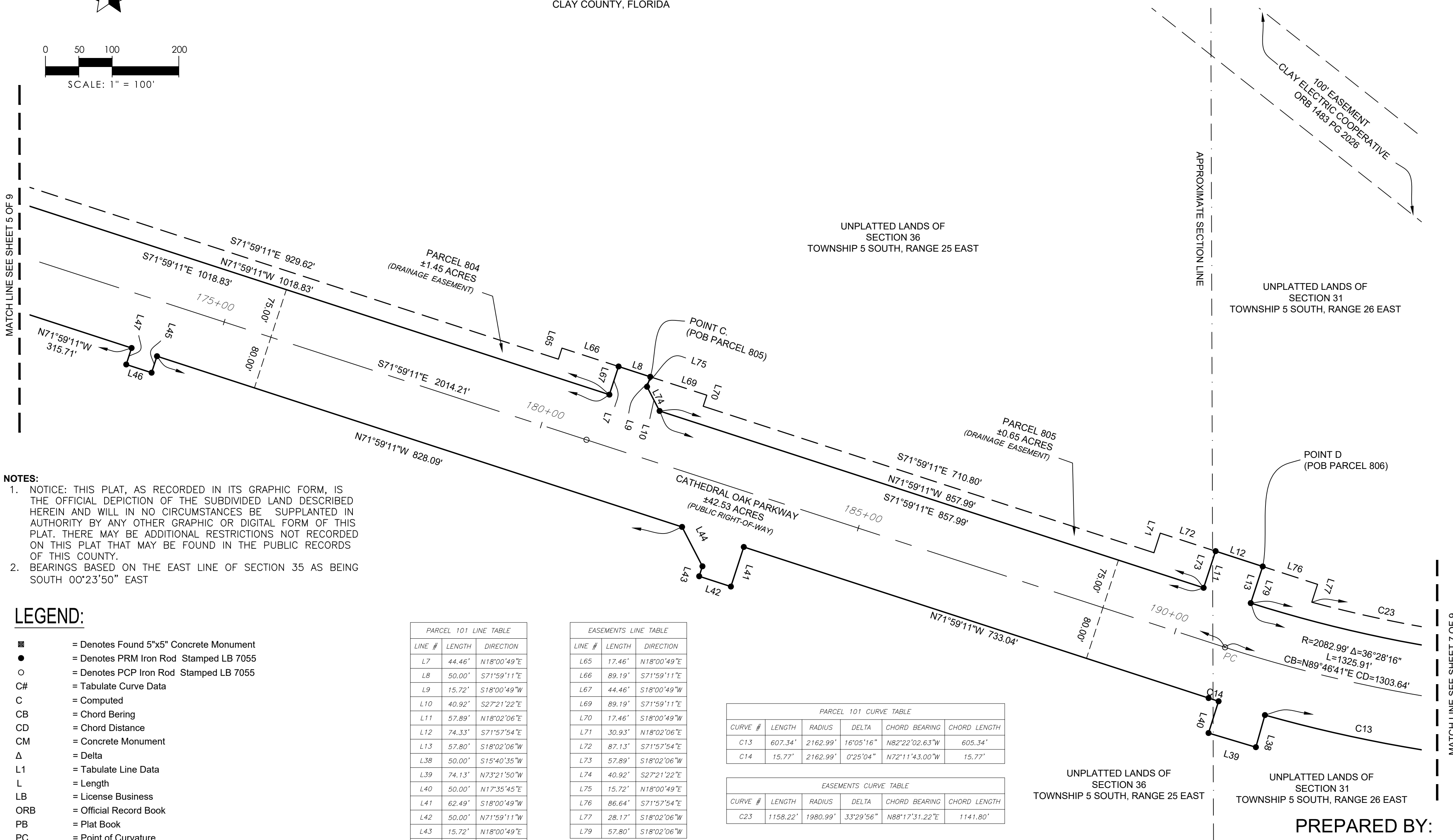
CATHEDRAL OAK PARKWAY PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 6 OF 9



MATCH LINE SEE SHEET 5 OF 9



- NOTES:**
1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

- = Denotes Found 5"x5" Concrete Monument
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- C# = Tabulate Curve Data
- C = Computed
- CB = Chord Bering
- CD = Chord Distance
- CM = Concrete Monument
- Δ = Delta
- L1 = Tabulate Line Data
- L = Length
- LB = License Business
- ORB = Official Record Book
- PB = Plat Book
- PC = Point of Curvature
- PCP = Permanent Control Point
- PG = Page
- POL = Point of Line
- PRM = Permanent Reference Monument
- PT = Point of Tangency
- R = RADIUS

PARCEL 101 LINE TABLE		
LINE #	LENGTH	DIRECTION
L7	44.46'	N18°00'49"E
L8	50.00'	S71°59'11"E
L9	15.72'	S18°00'49"W
L10	40.92'	S27°21'22"E
L11	57.89'	N18°02'06"E
L12	74.33'	S71°57'54"E
L13	57.80'	S18°02'06"W
L38	50.00'	S15°40'35"W
L39	74.13'	N73°21'50"W
L40	50.00'	N17°35'45"E
L41	62.49'	S18°00'49"W
L42	50.00'	N71°59'11"W
L43	15.72'	N18°00'49"E
L44	66.58'	N27°21'22"W
L45	26.00'	S18°00'49"W
L46	40.00'	N71°59'11"W
L47	26.00'	N18°00'49"E

EASEMENTS LINE TABLE		
LINE #	LENGTH	DIRECTION
L65	17.46'	N18°00'49"E
L66	89.19'	S71°59'11"E
L67	44.46'	S18°00'49"W
L69	89.19'	S71°59'11"E
L70	17.46'	S18°00'49"W
L71	30.93'	N18°02'06"E
L72	87.13'	S71°57'54"E
L73	57.89'	S18°02'06"W
L74	40.92'	S27°21'22"E
L75	15.72'	N18°00'49"E
L76	86.64'	S71°57'54"E
L77	28.17'	S18°02'06"W
L79	57.80'	S18°02'06"W

PARCEL 101 CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C13	607.34'	2162.99'	16°05'16"	N82°22'02.63"W	605.34'
C14	15.77'	2162.99'	0°25'04"	N72°11'43.00"W	15.77'

EASEMENTS CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C23	1158.22'	1980.99'	33°29'56"	N88°17'31.22"E	1141.80'

MATCH LINE SEE SHEET 7 OF 9

UNPLATTED LANDS OF SECTION 36 TOWNSHIP 5 SOUTH, RANGE 25 EAST
UNPLATTED LANDS OF SECTION 31 TOWNSHIP 5 SOUTH, RANGE 26 EAST

PREPARED BY:



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY PHASE 1

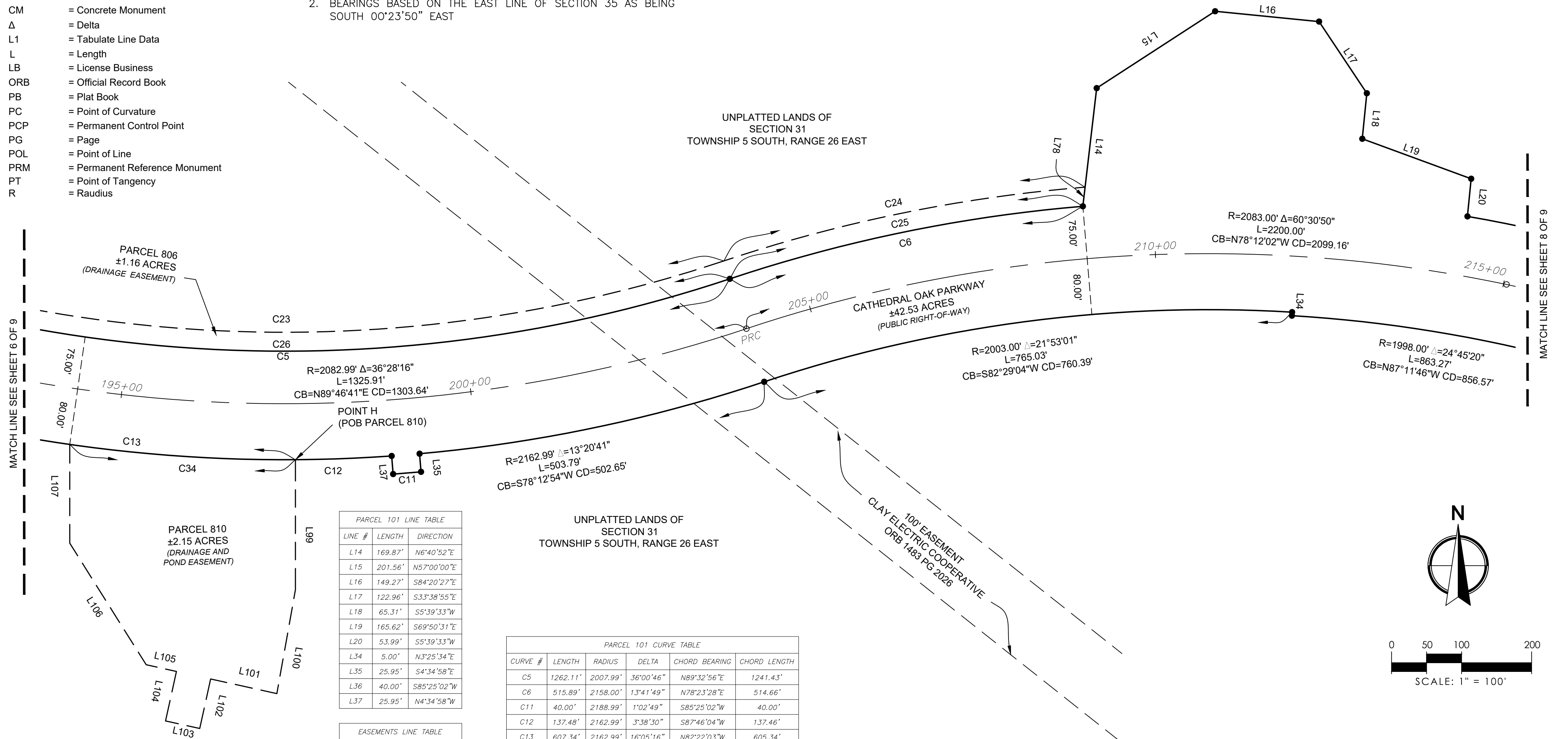
SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA

LEGEND:

- = Denotes Found 5"x5" Concrete Monument
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- C# = Tabulate Curve Data
- C = Computed
- CB = Chord Bearing
- CD = Chord Distance
- CM = Concrete Monument
- Δ = Delta
- L1 = Tabulate Line Data
- L = Length
- LB = License Business
- ORB = Official Record Book
- PB = Plat Book
- PC = Point of Curvature
- PCP = Permanent Control Point
- PG = Page
- POL = Point of Line
- PRM = Permanent Reference Monument
- PT = Point of Tangency
- R = Radius

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST



PARCEL 101 LINE TABLE

LINE #	LENGTH	DIRECTION
L14	169.87'	N6°40'52"E
L15	201.56'	N57°00'00"E
L16	149.27'	S84°20'27"E
L17	122.96'	S33°38'55"E
L18	65.31'	S5°39'33"W
L19	165.62'	S69°50'31"E
L20	53.99'	S5°39'33"W
L34	5.00'	N3°25'34"E
L35	25.95'	S4°34'58"E
L36	40.00'	S85°25'02"W
L37	25.95'	N4°34'58"W

EASEMENTS LINE TABLE

LINE #	LENGTH	DIRECTION
L99	185.63'	S0°00'00"E
L100	150.70'	S10°08'52"W
L101	96.81'	N77°33'15"W
L102	72.35'	S12°26'45"W
L103	50.00'	N77°33'15"W
L104	72.35'	N12°26'45"E
L105	44.28'	N77°33'15"W
L106	205.07'	N32°09'04"W
L107	140.97'	N0°00'00"E

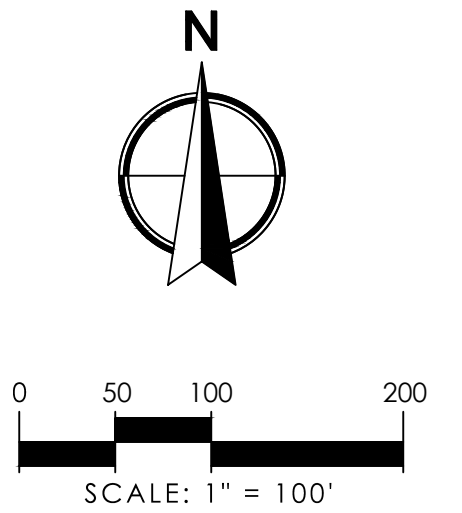
UNPLATTED LANDS OF
SECTION 31
TOWNSHIP 5 SOUTH, RANGE 26 EAST

PARCEL 101 CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C5	1262.11'	2007.99'	36°00'46"	N89°32'56"E	1241.43'
C6	515.89'	2158.00'	13°41'49"	N78°23'28"E	514.66'
C11	40.00'	2188.99'	1°02'49"	S85°25'02"W	40.00'
C12	137.48'	2162.99'	3°38'30"	S87°46'04"W	137.46'
C13	607.34'	2162.99'	16°05'16"	N82°22'03"W	605.34'

EASEMENTS CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C23	1158.22'	1980.99'	33°29'56"	N88°17'31"E	1141.80'
C24	527.81'	2185.00'	13°50'25"	N78°27'46"E	526.52'
C25	515.89'	2158.00'	13°41'49"	S78°23'28"W	514.66'
C26	1262.11'	2007.99'	36°00'46"	S89°32'56"W	1241.43'
C34	323.32'	2162.99'	8°33'52"	S86°07'44"E	323.02'



PREPARED BY:



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA

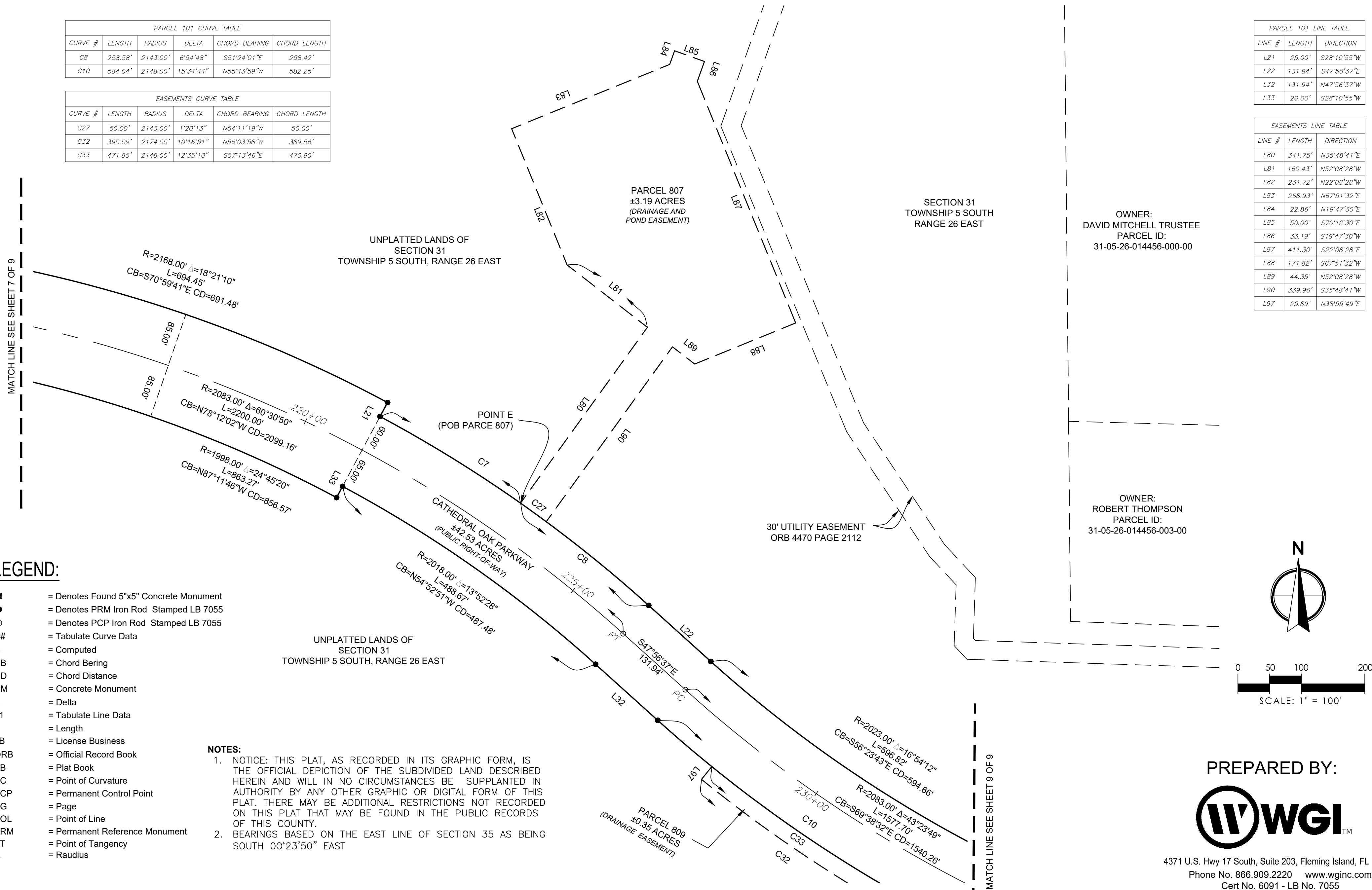
PLAT BOOK PAGE
SHEET 8 OF 9

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C8	258.58'	2143.00'	6°54'48"	S51°24'01"E	258.42'
C10	584.04'	2148.00'	15°34'44"	N55°43'59"W	582.25'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C27	50.00'	2143.00'	1°20'13"	N54°11'19"W	50.00'
C32	390.09'	2174.00'	10°16'51"	N56°03'58"W	389.56'
C33	471.85'	2148.00'	12°35'10"	S57°13'46"E	470.90'

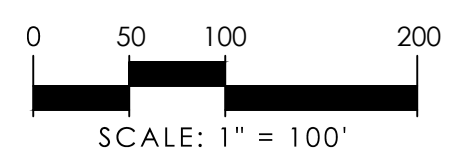
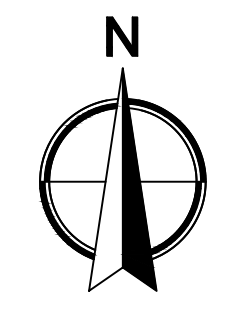
LINE #	LENGTH	DIRECTION
L21	25.00'	S28°10'55"W
L22	131.94'	S47°56'37"E
L32	131.94'	N47°56'37"W
L33	20.00'	S28°10'55"W

LINE #	LENGTH	DIRECTION
L80	341.75'	N35°48'41"E
L81	160.43'	N52°08'28"W
L82	231.72'	N22°08'28"W
L83	268.93'	N67°51'32"E
L84	22.86'	N19°47'30"E
L85	50.00'	S70°12'30"E
L86	33.19'	S19°47'30"W
L87	411.30'	S22°08'28"E
L88	171.82'	S67°51'32"W
L89	44.35'	N52°08'28"W
L90	339.96'	S35°48'41"W
L97	25.89'	N38°55'49"E



OWNER:
DAVID MITCHELL TRUSTEE
PARCEL ID:
31-05-26-014456-000-00

OWNER:
ROBERT THOMPSON
PARCEL ID:
31-05-26-014456-003-00



LEGEND:

- = Denotes Found 5"x5" Concrete Monument
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- C# = Tabulate Curve Data
- C = Computed
- CB = Chord Bering
- CD = Chord Distance
- CM = Concrete Monument
- Δ = Delta
- L1 = Tabulate Line Data
- L = Length
- LB = License Business
- ORB = Official Record Book
- PB = Plat Book
- PC = Point of Curvature
- PCP = Permanent Control Point
- PG = Page
- POL = Point of Line
- PRM = Permanent Reference Monument
- PT = Point of Tangency
- R = RADIUS

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

MATCH LINE SEE SHEET 9 OF 9

PREPARED BY:
WGI

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CATHEDRAL OAK PARKWAY PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST
CLAY COUNTY, FLORIDA

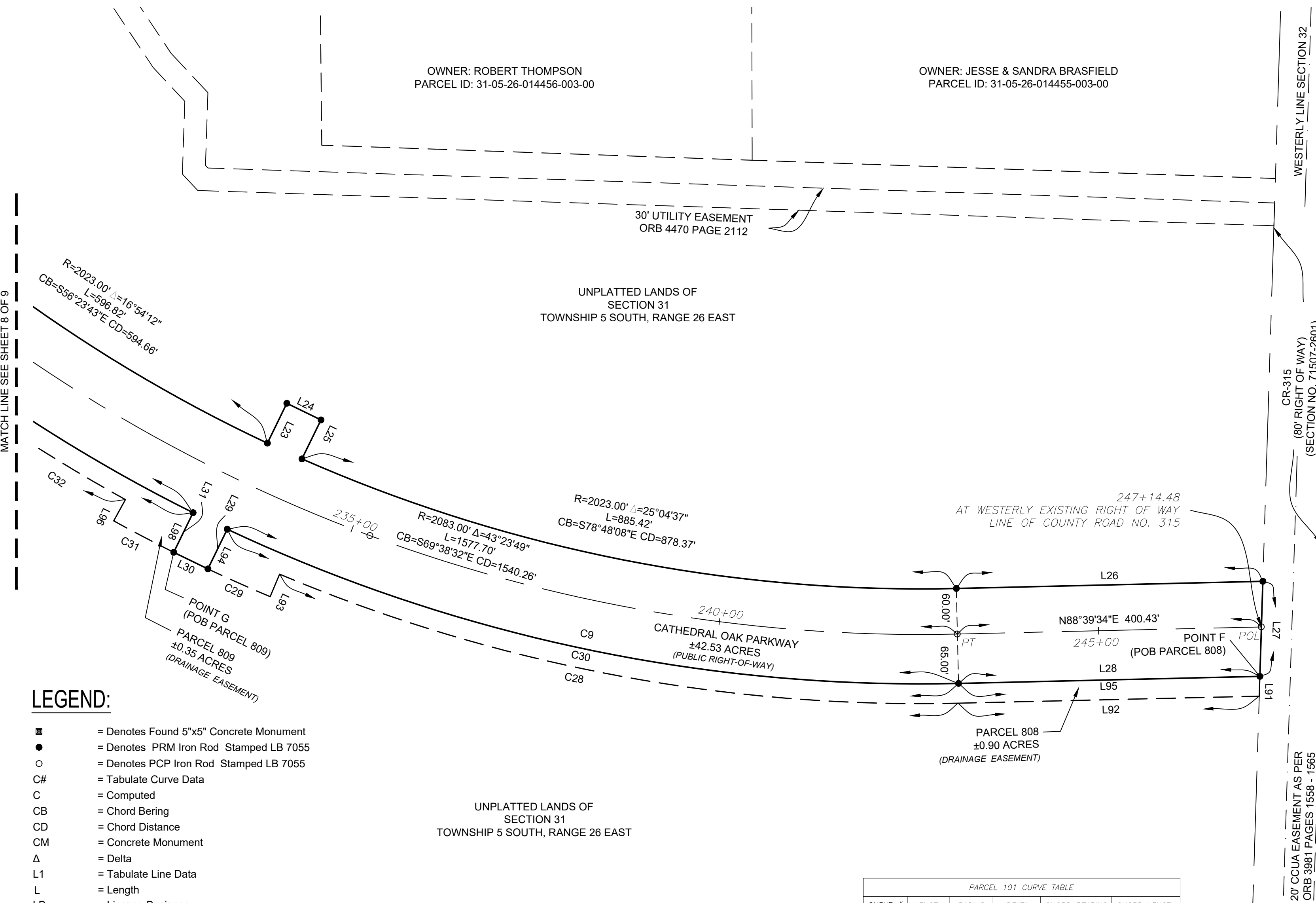
PLAT BOOK PAGE
SHEET 9 OF 9

OWNER: ROBERT THOMPSON
PARCEL ID: 31-05-26-014456-003-00

OWNER: JESSE & SANDRA BRASFIELD
PARCEL ID: 31-05-26-014455-003-00

PARCEL 101 LINE TABLE		
LINE #	LENGTH	DIRECTION
L23	58.40'	N26°03'34"E
L24	50.00'	S64°01'56"E
L25	57.07'	S26°03'34"W
L26	403.70'	N88°39'34"E
L27	125.19'	S1°47'05"W
L28	396.88'	S88°39'34"W
L29	58.10'	S26°00'29"W
L30	50.00'	N64°05'01"W
L31	58.01'	N26°00'29"E

EASEMENTS LINE TABLE		
LINE #	LENGTH	DIRECTION
L91	26.04'	S1°47'05"W
L92	395.46'	S88°39'34"W
L93	32.10'	S22°50'08"W
L94	58.10'	N26°00'29"E
L95	396.88'	N88°39'34"E
L96	32.01'	N28°47'37"E
L98	58.01'	S26°00'29"W



MATCH LINE SEE SHEET 8 OF 9

WESTERLY LINE SECTION 32

CR-315
(80' RIGHT OF WAY)
(SECTION NO. 71507-2601)

20' CCUA EASEMENT AS PER
ORB 3981 PAGES 1558 - 1565

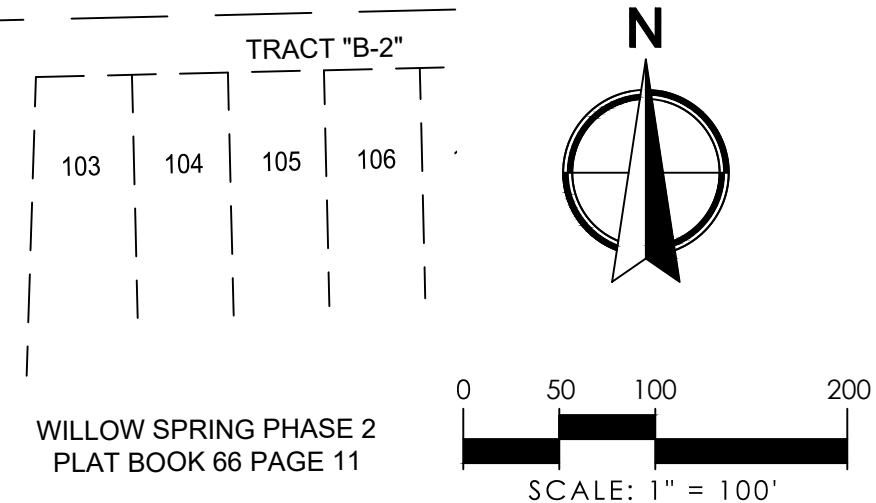
- LEGEND:**
- = Denotes Found 5"x5" Concrete Monument
 - = Denotes PRM Iron Rod Stamped LB 7055
 - = Denotes PCP Iron Rod Stamped LB 7055
 - C# = Tabulate Curve Data
 - C = Computed
 - CB = Chord Bering
 - CD = Chord Distance
 - CM = Concrete Monument
 - Δ = Delta
 - L1 = Tabulate Line Data
 - L = Length
 - LB = License Business
 - ORB = Official Record Book
 - PB = Plat Book
 - PC = Point of Curvature
 - PCP = Permanent Control Point
 - PG = Page
 - POL = Point of Line
 - PRM = Permanent Reference Monument
 - PT = Point of Tangency
 - R = RADIUS

NOTES:

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

PARCEL 101 CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C9	992.89'	2148.00'	26°29'04"	N78°05'54"W	984.08'

EASEMENTS CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C28	917.33'	2174.00'	24°10'34"	N79°15'09"W	910.54'
C29	88.87'	2206.10'	2°18'30"	N66°00'37"W	88.87'
C30	992.89'	2148.00'	26°29'04"	S78°05'54"E	984.08'
C31	89.17'	2206.01'	2°18'58"	N62°21'52"W	89.16'
C32	390.09'	2174.00'	10°16'51"	N56°03'58"W	389.56'



PREPARED BY:



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAPTION

A PORTION OF PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD STAMPED "PRM LB 1704" AT THE INTERSECTION WITH NORTHWEST CORNER OF THE PLAT OF WILLOW SPRINGS PHASE 1 THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 56 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 (AN 80-FOOT RIGHT OF WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 71507-2601); THENCE NORTH 01° 47' 05" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 315, A DISTANCE OF 974.42 FEET TO THE NORTHWEST CORNER OF TRACT "B-2" OF THE PLAT OF WILLOW SPRINGS PHASE 2, AS RECORDED IN PLAT BOOK 66, PAGE 11 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°47'05" EAST ALONG THE SAID EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315, A DISTANCE OF 137.26 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315, SOUTH 33°06'33" EAST A DISTANCE OF 8.70 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 365.79 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 895.00 FEET; THENCE THROUGH AN ANGLE OF 43°09'29", AN ARC DISTANCE OF 674.16 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67°04'50" EAST, 658.33 FEET TO A NON-TANGENT LINE; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 8.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 173.68 FEET TO POINT A; THENCE CONTINUE NORTH 45°30'05" EAST A DISTANCE OF 375.30 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 34.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 34.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 250.44 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,007.00 FEET; THENCE THROUGH AN ANGLE OF 7°44'52", AN ARC DISTANCE OF 136.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°25'15" EAST, 136.07 FEET TO A NON-TANGENT LINE; THENCE NORTH 06°43'58" EAST A DISTANCE OF 27.68 FEET; THENCE NORTH 38°56'48" WEST A DISTANCE OF 29.02 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 234.50 FEET; THENCE THROUGH AN ANGLE OF 32°37'04", AN ARC DISTANCE OF 133.50 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°15'20" WEST, 131.70 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315; THENCE NORTH 89°33'28" EAST ALONG SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315, A DISTANCE OF 746.39 FEET; THENCE DEPARTING THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315, SOUTH 00°26'32" EAST A DISTANCE OF 35.02 FEET TO POINT B; THENCE SOUTH 89°32'45" WEST A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 44°02'40", AN ARC DISTANCE OF 694.15 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°31'25" WEST, 677.19 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 115.47 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 45.03 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 45.03 FEET; THENCE S 45°30'05" WEST A DISTANCE OF 702.17 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET; THENCE THROUGH AN ANGLE OF 11°25'02", AN ARC DISTANCE OF 200.66 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°12'36" WEST, 200.33 FEET TO POINT C; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 1007.00 FEET, THROUGH AN ANGLE OF 19°33'37", AN ARC DISTANCE OF 343.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 66°41'56" WEST, 342.11 FEET TO A NON-TANGENT LINE; THENCE SOUTH 60°36'11" EAST A DISTANCE OF 24.42 FEET TO THE NORTHERN BOUNDARY LINE OF THE SAID PHASE 2 PLAT; THENCE SOUTH 81°10'10" WEST ALONG THE SAID NORTHERN BOUNDARY LINE OF THE PLAT A DISTANCE OF 113.15 FEET; THENCE SOUTH 88°39'34" WEST ALONG THE SAID NORTHERN BOUNDARY LINE A DISTANCE OF 363.74 FEET TO THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315 AND THE POINT OF BEGINNING.

CONTAINING 7.04 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 813

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT A (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY); THENCE NORTH 44°29'55" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 176.50 FEET; THENCE NORTH 44°29'55" WEST A DISTANCE OF 226.17 FEET; THENCE NORTH 00°30'05" EAST DISTANCE OF 84.92 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 8.14 FEET; THENCE NORTH 44°29'55" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 125.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 45.47 FEET; THENCE SOUTH 89°29'55" EAST A DISTANCE OF 230.45 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 123.27 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 100.11 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.04 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 814

A DRAINAGE EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT B (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY); THENCE SOUTH 00°27'15" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°32'45" A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 883.00 FEET; THENCE THROUGH AN ANGLE OF 32°13'07", AN ARC DISTANCE OF 496.53 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°26'12" WEST, 490.01 FEET TO A NON-TANGENT LINE; THENCE NORTH 32°40'22" WEST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 32°13'07", AN ARC DISTANCE OF 507.77 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73°26'12" EAST, 501.11 FEET; THENCE NORTH 89°32'45" EAST A DISTANCE OF 28.69' TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.24 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT – PARCEL 815

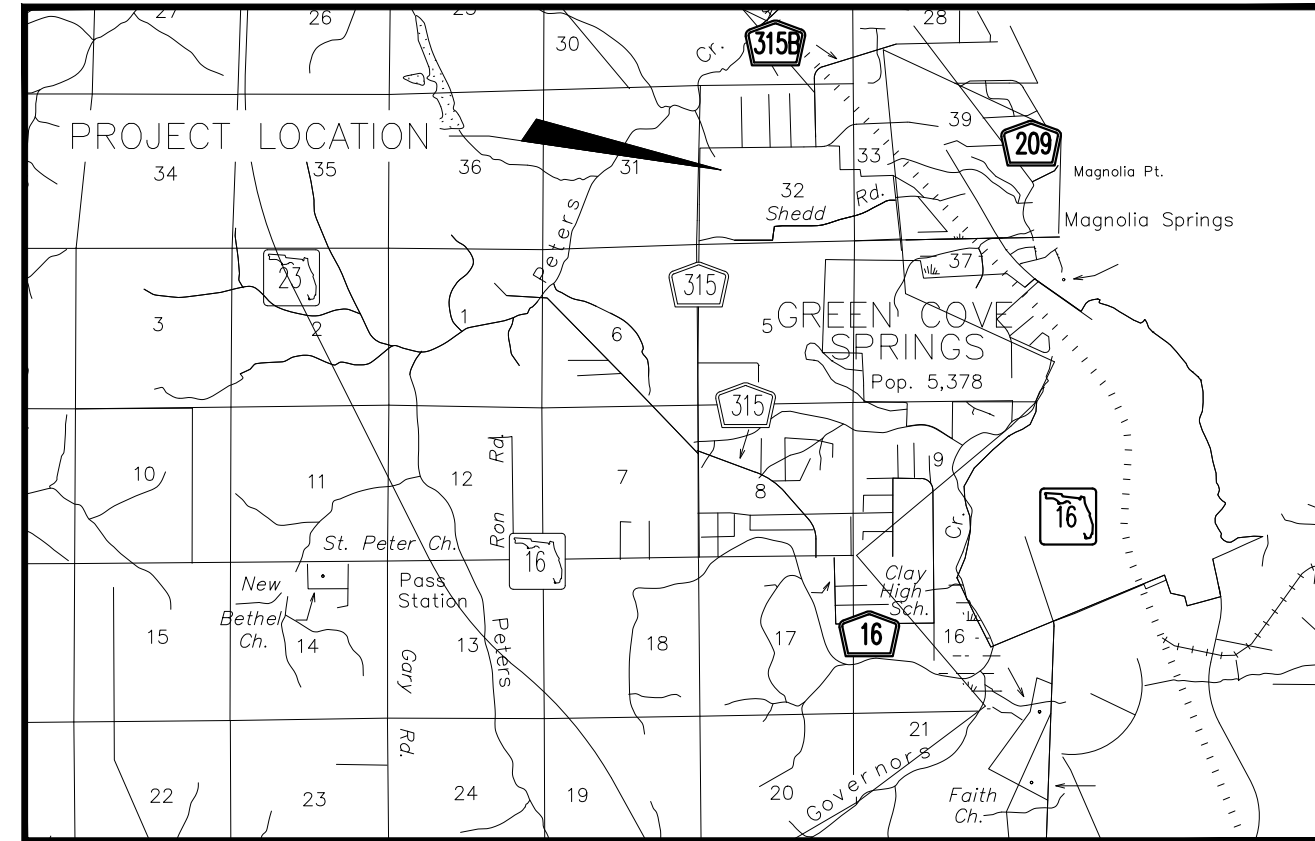
A DRAINAGE EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT C (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY); THENCE SOUTH 32°47'48" EAST A DISTANCE OF 21.16 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1100.00 FEET; THENCE THROUGH AN ANGLE OF 17°45'01" AN ARC DISTANCE OF 340.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 68°48'06" WEST, 339.42 FEET TO A NON-TANGENT LINE; THENCE NORTH 60°36'11" WEST A DISTANCE OF 10.58 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET; THROUGH AN ANGLE OF 19°33'37", AN ARC DISTANCE OF 343.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°41'56" EAST, 342.11 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.11 ACRES, MORE OR LESS.

WILLOW SPRINGS PHASE 2 TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

PLAT BOOK PAGE
SHEET 1 OF 4

ENGINEER AND SURVEYOR

WGI, INC.
4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

PREPARED BY:

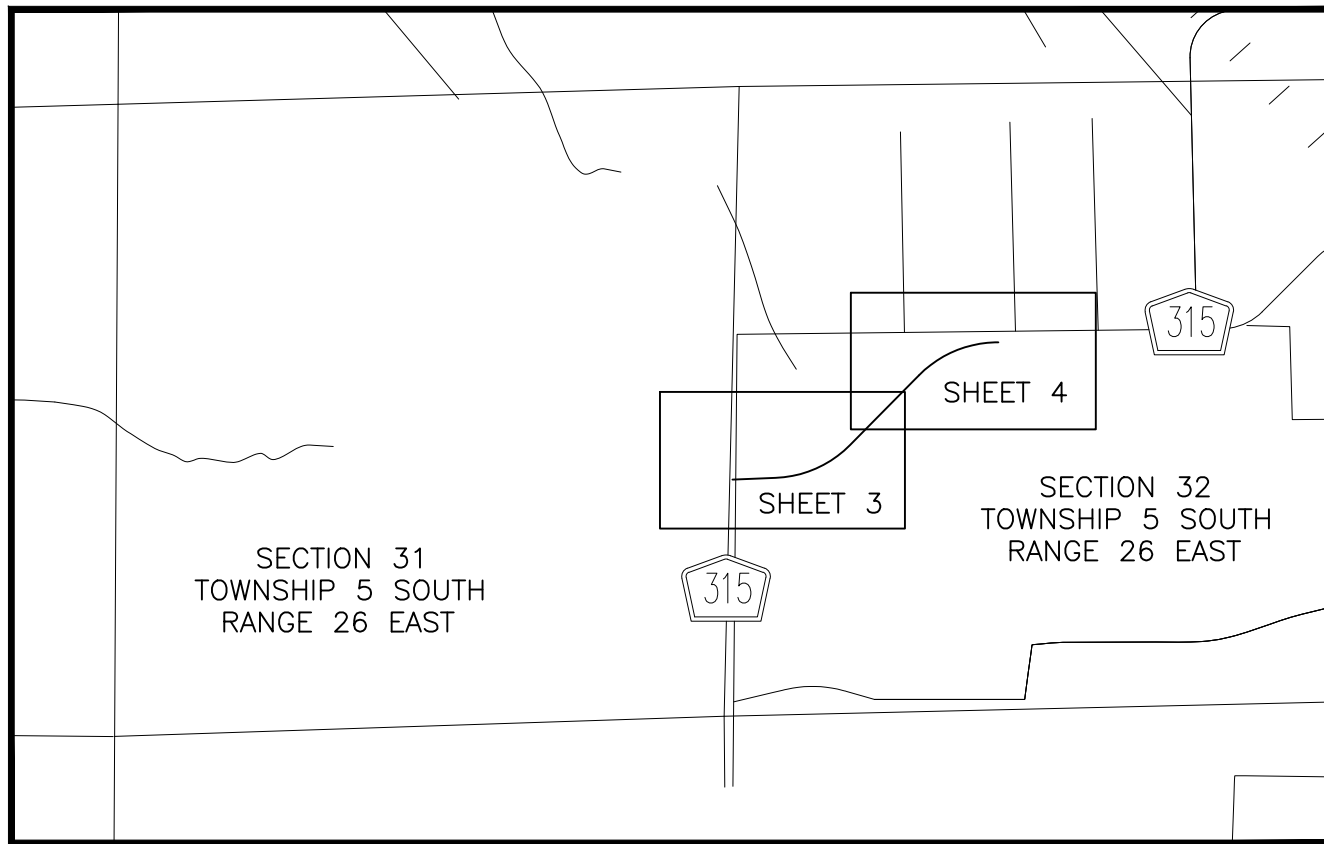


4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

WILLOW SPRINGS PHASE 2 TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 2 OF 4



KEY MAP
(NOT TO SCALE)

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT PETERS CREEK INVESTMENTS, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL OF CATHEDRAL OAK PARKWAY, A PUBLIC RIGHT OF WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

PERPETUAL EASEMENTS AS SHOWN ON THE PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTING, DRAINING, RETAINING, DETAINING AND CONVEYING STORMWATER IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY, TOGETHER WITH THE RIGHT TO ACCESS, OBSERVE, INSPECT, OPERATE, MAINTAIN, CONSTRUCT, IMPROVE AND REPAIR IMPROVEMENTS, I.E., DRAINAGE DITCHES, PIPES AND ASSOCIATED DRAINAGE PONDS AND STRUCTURES, MODIFYING THE ELEVATION WITH THE RIGHT TO CONSTRUCT, GRADE, EXCAVATE AND/OR ADD FILL MATERIAL (COLLECTIVELY, THE "DRAINAGE IMPROVEMENTS"), IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY. CLAY COUNTY SHALL HAVE EXCLUSIVE USE AND CONTROL OF THE EASEMENT PROPERTY AND SHALL, AT ITS SOLE COST AND EXPENSE, CONSTRUCT, MAINTAIN, REPAIR AND OPERATE DRAINAGE IMPROVEMENTS WITHIN THE EASEMENT PROPERTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS, AND PERMITS.

THE EASEMENTS SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID PONDS AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE PUBLIC RIGHT OF WAY HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCE WHICH MAY FLOW OR PASS FROM SAID RIGHT OF WAY, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID PONDS AND FILTRATION SYSTEMS, WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE EASEMENTS BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

DEDICATOR SHALL HAVE THE RIGHT TO ELECT TO CONNECT TO, ALTER OR EXPAND THE SIZE AND CAPACITY OF ANY DRAINAGE IMPROVEMENTS WITHIN THE BOUNDS OF THE EASEMENT PROPERTY. IF DEDICATOR MAKES SUCH ELECTION, ALL SUCH JOINT USE STORMWATER PONDS, DRAINAGE EASEMENTS AND RELATED IMPROVEMENTS ("JOINT USE PONDS") SHALL BE DESIGNED AND CONSTRUCTED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE, SHALL MEET THE OPERATIONAL AND MAINTENANCE NEEDS OF THE COUNTY, SHALL NOT INFRINGE UPON OR INTERFERE WITH THE COUNTY'S PERMITTED CAPACITY FOR FUTURE USE, AND SHALL BE PROCESSED WITH THE COUNTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS AND PERMITS. ALL SUCH JOINT USE PONDS SHALL THEREAFTER BE OPERATED, MAINTAINED, IMPROVED AND REPAIRED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE IN A GOOD AND WORKMANLIKE MANNER, WITH REASONABLE CARE, IN ACCORDANCE WITH APPLICABLE LAW. DEDICATOR'S OBLIGATIONS CONCERNING JOINT USE PONDS SPECIFICALLY DO NOT PREEMPT THE COUNTY'S RIGHTS WITH REGARD TO ANY SUCH PONDS. THE EASEMENTS, AS SHOWN ON THE PLAT, MAY BE RELEASED BY MUTUAL CONSENT OF THE DEDICATOR AND CLAY COUNTY WITHOUT A REQUIREMENT TO REPLAT PROVIDED SUCH RELEASE IS RECORDED IN THE PUBLIC RECORDS OF CLAY COUNTY.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE EASEMENTS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF DRAINAGE IMPROVEMENTS AND ANY JOINT USE PONDS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE DRAINAGE IMPROVEMENTS OR ANY JOINT USE PONDS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

TRACTS A-1 AND A-2 (FUTURE DEVELOPMENT) ARE HEREBY RETAINED BY PETERS CREEK INVESTMENTS, LLP.

PETERS CREEK INVESTMENTS, L.L.P., A FLORIDA LIMITED LIABILITY PARTNERSHIP
BY: DEVELOPERS THREE INC., A FLORIDA CORPORATION

WITNESS

WITNESS

BY: _____
GERALD R. AGRESTI, PRESIDENT

PRINT NAME

PRINT NAME

STATE OF FLORIDA, CLAY COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2022, BY GERALD R. AGRESTI AS AN AUTHORIZED SIGNER OF PETERS CREEK INVESTMENTS, LLP, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINTED NAME) - NOTARY PUBLIC

(SEAL)

SURVEYOR AND MAPPER'S CERTIFICATE

THE UNDERSIGNED SURVEYOR CERTIFIES THAT HAS REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 177.081 (1), FLORIDA STATUTES (1998), AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, THE UNDERSIGNED DID NOT PREPARED THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE _____ DAY OF _____, 2022.

SIGNED: _____

PRINT NAME: ROBERT BRANDT WILSON PLS

FLORIDA REGISTRATION NO.: 4690

PRINT ADDRESS: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1366

GREEN COVE SPRINGS, FL 32043

COUNTY COMMISSIONER'S APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2022, BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA.

TARA S GREEN,
CLAY COUNTY CLERK AND COMPTROLLER,
EX OFFICIO CLERK TO THE BOARD

CHAIRMAN OF THE BOARD

COUNTY ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

COUNTY ENGINEER

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH PART II OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA THIS _____ DAY OF _____, 2022.

CLERK OF THE CIRCUIT COURT

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICE APPROVAL

APPROVED THIS _____ DAY OF _____, 2022

DIRECTOR

SURVEYOR AND MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CLAY COUNTY, FLORIDA.

THIS _____ DAY OF _____, 2022

RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 7113

PREPARED BY:



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

LEGEND:

- ⊙ = Denotes Found PRM Iron Rod Stamped LB 1704.
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- C# = Tabulate Curve Data
- C = Computed
- CB = Chord Bearing
- CD = Chord Distance
- Δ = Delta
- L# = Tabulate Line Data
- L = Length
- LB = License Business
- ORB = Official Record Book
- PB = Plat Book
- PC = Point of Curvature
- PCP = Permanent Control Point
- PG = Page
- PRM = Permanent Reference Monument
- POI = Point of Line
- PT = Point of Tangency
- R = Radius

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. BEARINGS BASED ON THE EAST LINE OF EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 AS BEING NORTH 01°47'05" EAST

WILLOW SPRINGS PHASE 2 TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 3 OF 4

LINE #	LENGTH	DIRECTION
L1	137.26'	N1°47'05"E
L2	8.70'	S33°06'33"E
L3	8.00'	S44°29'55"E
L4	173.68'	N45°30'05"E
L18	24.42'	S60°36'11"E
L19	113.15'	S81°10'10"W

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C2	200.66'	1007.00'	11°25'02"	S51°12'36"W	200.33'

C#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C3	343.78'	1007.00'	19°33'37"	S66°41'56"W	342.11'
C6	340.78'	1100.00'	17°45'01"	S68°48'06"W	339.42'
C7	343.78'	1007.00'	19°33'37"	N66°41'56"E	342.11'

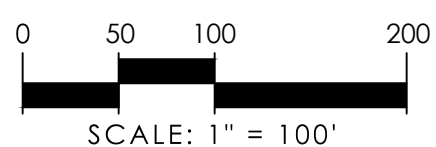
L#	LENGTH	DIRECTION
L20	80.00'	N44°29'55"W
L21	176.50'	S45°30'05"W
L22	226.17'	N44°29'55"W
L23	84.92'	N0°30'05"E
L24	8.14'	N45°30'05"E
L25	125.00'	N44°29'55"W
L26	50.00'	N45°30'05"E
L27	125.00'	S44°29'55"E
L28	45.47'	N45°30'05"E
L29	230.45'	S89°29'55"E
L30	123.27'	S44°29'55"E
L31	100.11'	S45°30'05"W
L32	80.00'	S44°29'55"E
L33	50.00'	S45°30'05"W
L38	21.16'	S32°47'48"E
L39	10.58'	N60°36'11"W

UNPLATTED LANDS OF
SECTION 31
TOWNSHIP 5 SOUTH, RANGE 26 EAST

STATE PLANE GRID
N: 2067466.0001
E: 424720.4808

PROPOSED CATHEDRAL OAK
PARKWAY
PHASE 1
(PUBLIC RIGHT OF WAY)

UNPLATTED LANDS OF
SECTION 31
TOWNSHIP 5 SOUTH, RANGE 26 EAST



POINT OF BEGINNING
NORTHWEST CORNER OF TRACT "B-2" OF
THE PLAT OF WILLOW SPRINGS PHASE 2, AS
RECORDED IN PLAT BOOK 66, PAGE 11

BASIS OF BEARING
N01°47'05"E 974.42'
20' CCUA EASEMENT AS PER
ORB 3981 PAGES 1558 - 1565
POINT OF COMMENCEMENT
FOUND IRON ROD STAMPED "PRM - LB 1704"
AT THE NORTHWEST CORNER
OF WILLOW SPRING PHASE 1
PLAT BOOK 63 PAGE 55

OWNER: JOHN & NANCY FAGAN
PARCEL ID: 32-05-26-021092-000-00
OFFICIAL RECORD BOOK 4077,
PAGE 2159

SECTION 32
TOWNSHIP 5 SOUTH
RANGE 26 EAST

ORB 4070 PG 570

20' CCUA EASEMENT AS PER
ORB 3981 PAGES 1558 - 1565

247+94.66
AT EASTERLY EXISTING
RIGHT OF WAY LINE
OF COUNTY ROAD NO. 315

N88°39'34"E 365.79'

N88°39'34"E 374.05'

S88°39'34"W 363.74'

N88°39'34"E 374.05'

S88°39'34"W 363.74'

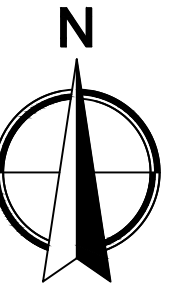
WILLOW SPRING PHASE 2
PLAT BOOK 66 PAGE 11

CR-315
(80' RIGHT OF WAY)
(SECTION NO. 71507-2601)

CR-315
(80' RIGHT OF WAY)
(SECTION NO. 71507-2601)

10' EASEMENT
CLAY ELECTRIC COOPERATIVE
ORB 2082 PAGE 1066

20' CCUA EASEMENT AS PER
ORB 3981 PAGES 1558 - 1565



WILLOW SPRING PHASE 2
TRACT "A-1"
PLAT BOOK 66 PAGE 11

PARCEL 813
±2.04 ACRES
(DRAINAGE AND
POND EASEMENT)

WILLOW SPRING PHASE 2
TRACT "A-2"
PLAT BOOK 66 PAGE 11

PARCEL 815
±0.11 ACRES
(DRAINAGE EASEMENT)

PREPARED BY:



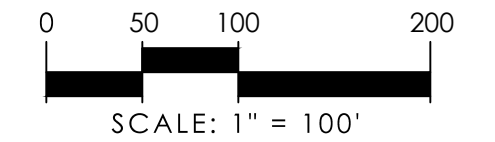
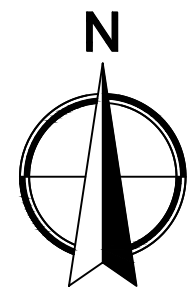
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

MATCH LINE SEE SHEET 4 OF 4

WILLOW SPRINGS PHASE 2 TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST
CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 4 OF 4



PARCEL 102 LINE TABLE		
L5	34.90'	N44°24'25"W
L6	50.00'	N45°30'05"E
L7	34.90'	S44°24'25"E
L8	250.44'	N45°30'05"E
L9	27.68'	N6°43'58"E
L10	29.02'	N38°56'48"W
L12	35.02'	S0°26'32"E
L13	28.69'	S89°32'45"W
L14	115.47'	S45°30'05"W
L15	45.03'	S44°24'25"E
L16	50.00'	S45°30'05"W
L17	45.03'	N44°24'25"W

EASEMENTS LINE TABLE		
L34	20.00'	S0°27'15"E
L35	28.69'	S89°32'45"W
L36	20.00'	S32°40'22"E
L37	28.69'	N89°32'45"E

LEGEND:

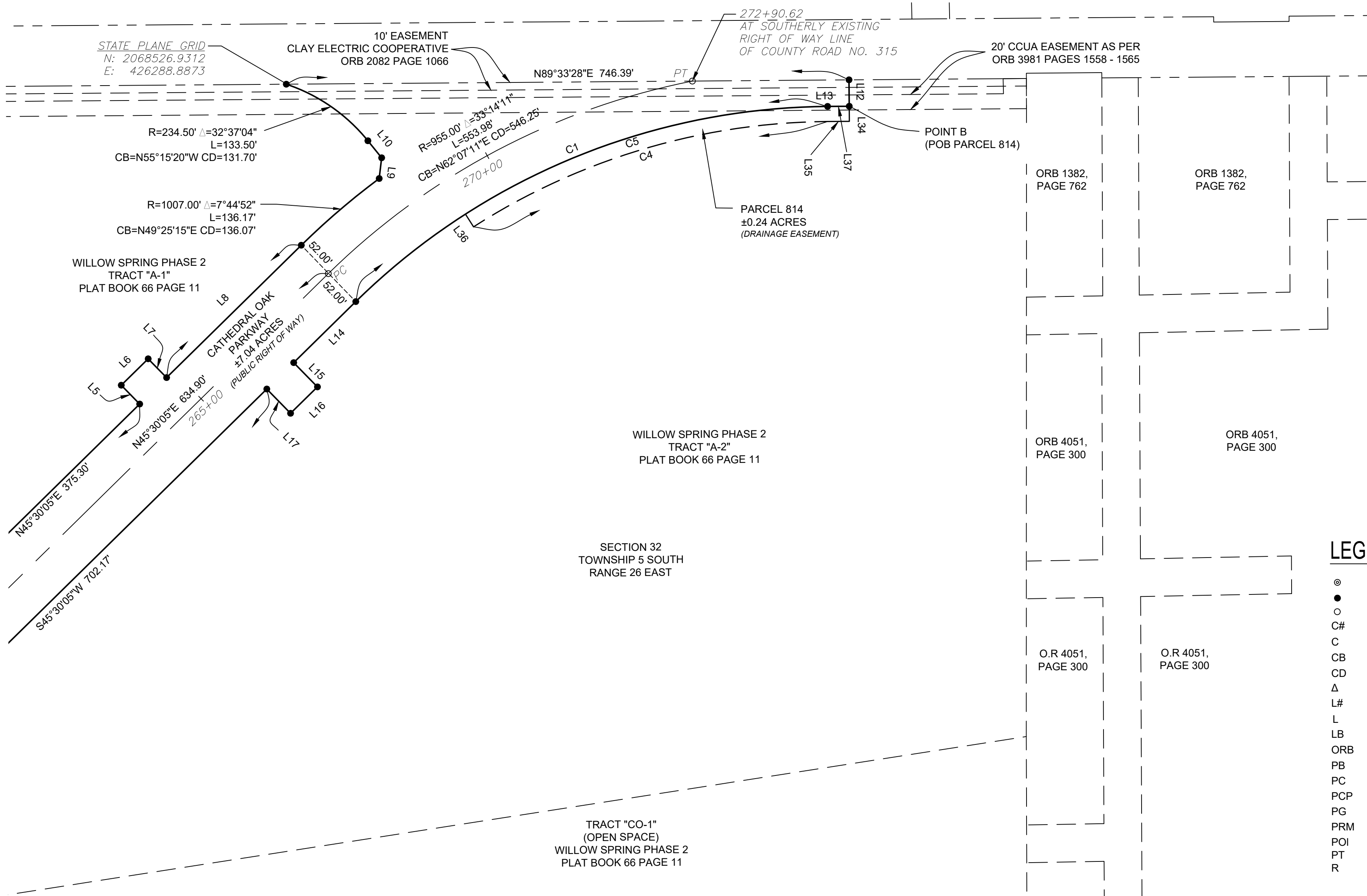
- ⊙ = Denotes Found PRM Iron Rod Stamped LB 1704.
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- C# = Tabulate Curve Data
- C = Computed
- CB = Chord Bearing
- CD = Chord Distance
- Δ = Delta
- L# = Tabulate Line Data
- L = Length
- LB = License Business
- ORB = Official Record Book
- PB = Plat Book
- PC = Point of Curvature
- PCP = Permanent Control Point
- PG = Page
- PRM = Permanent Reference Monument
- POI = Point of Line
- PT = Point of Tangency
- R = RADIUS

PREPARED BY:



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

MATCH LINE SEE SHEET 3 OF 4



NOTES:

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- BEARINGS BASED ON THE EAST LINE OF EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 AS BEING NORTH 01°47'05" EAST

PARCEL 102 CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	694.15'	903.00'	44°02'40"	S67°31'25"W	677.19'

EASEMENTS CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C4	496.53'	883.00'	32°13'07"	S73°26'12"W
C5	507.77'	903.00'	32°13'07"	N73°26'12"E



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: BCC

DATE:

FROM:

Nelson

Anderson

SUBJECT:

AGENDA

ITEM

TYPE:

BACKGROUND INFORMATION:

This drainage easement and pond is maintained by the HOA. The HOA has agreed to the pool construction and easement release.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ application, letter, and map	Cover Memo	5/16/2022	DOC050622-05062022135259-1ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Public Works	Streeper, Lisa	Approved	5/18/2022 - 1:46 PM	Item Pushed to Agenda



Easement Release Application

IMS# _____

OT# _____

Owner and Parcel Information

Owner Name: Edward P. Murray Jr. & Cynthia Roland Murray Address: 2509 Sunny Creek Drive Fleming Island FL 32063

Parcel ID: Lot 37 Subdivision Name: Spring Creek at Eagle Harbor

Subdivision Plat-Book and Page: Plat Book 42 Pages 28-36 Phone: 904-626-3411 904-859-9757 Email: epmjrteeth@bellsouth.net Rolandcindy1@comcast.net

Applicant Request

Please Describe Your Request:

We are respectfully requesting the release of a portion of the drainage easement behind our house to allow the construction of a small to average size pool and paver stone decking.

Thank you.

A portion of a 25' drainage easement Lot 37, Spring Creek at Eagle Harbor according to the plat thereof as recorded in Plat Book 42, pages 28 through 36 of the public records of Clay County, Florida as depicted in Exhibit A.

Attachments

- 1 electronic copy of the current survey and deed in .PDF format. \$250.00 Fee 1 Paper copy of current deed and survey*

* Required only if applicant is unable to produce an electronic file.

Owners Affidavit

I hereby affirm that I am the lawful owner of the above described land and that all surveys, statements, representations, etc., that have been given or expressed are accurate and truthful. I also affirm that Clay County may not approve my request.

Edward P. Murray Jr.

Edward P. Murray Jr.

Cynthia Roland Murray
Signature

Print Name:

Cynthia Roland Murray

Date:

12-27-22

Official Use

Date Received: _____

Engineering and Public Works Approval

Zoning Approval

By: _____

By: _____

March 1, 2022

Department of Development Services
P.O. Box 1365
Green Cove Springs, FL 32043

RE: Edward P Murray and Cynthia Roland Murray
2509 Sunny Creek Dr.
Fleming Island, FL 32003
Black Creek at Eagle Harbor in Spring Creek at Eagle Harbor, Lot #37

Dear Board of County Commissioners,

We are requesting release of easement to build a pool in our backyard. We are requesting the release of 12ft of the 25ft drainage easement that runs behind our house. This would allow us to have a small pool and patio that would extend from each side of the house without going past the house footprint on either side.

I have included the following:

- 1) Current Survey (3 copies)
- 2) Survey showing the pool platted
- 3) Easement release application
- 4) Corporate Warranty Deed
- 5) Application fee \$250 check

Thank you for your time and assistance. We can be reached at (904) 626-3411 or epmdrteeth@bellsouth.net

Thank you for considering our request,



Edward P Murray and Cynthia Roland Murray

MAP SHOWING BOUNDARY SURVEY OF
LOT 37

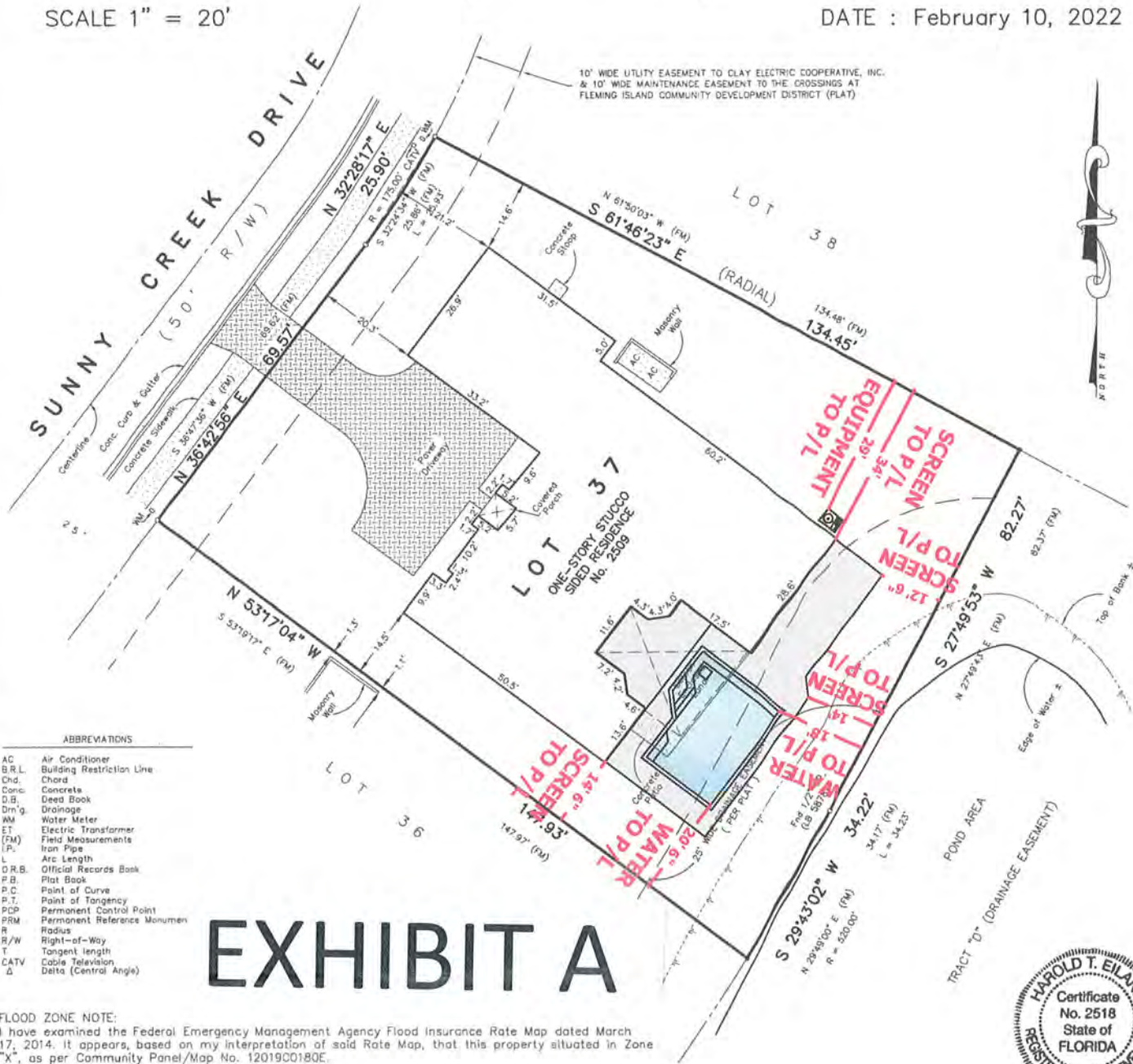
SPRING CREEK AT EAGLE HARBOR

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42 PAGES 28 THRU 36
OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

CERTIFIED TO: Edward P. Murray, Jr.
Cynthia Roland Murray

SCALE 1" = 20'

DATE : February 10, 2022



ABBREVIATIONS

AC	Air Conditioner
B.R.L.	Building Restriction Line
Chg.	Chord
Conc.	Concrete
D.B.	Deed Book
Dr'n'g	Drainage
WM	Water Meter
ET	Electric Transformer
(FM)	Field Measurements
(P)	Iron Pipe
L	Arc Length
O.R.B.	Official Records Book
P.B.	Plat Book
P.C.	Point of Curve
P.T.	Point of Tangency
PCP	Permanent Control Point
PRM	Permanent Reference Monument
R	Radius
R/W	Right-of-Way
T	Tangent length
CATV	Cable Television
Δ	Delta (Central Angle)

EXHIBIT A

FLOOD ZONE NOTE:
I have examined the Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014. It appears, based on my interpretation of said Rate Map, that this property situated in Zone "X", as per Community Panel/Map No. 12019C0180C.

GENERAL NOTES

- Bearings shown hereon are based on the record bearing of S 36°42'56" W for the centerline of Sunny Creek Drive, as per P.B. 42, pgs. 28 - 36 of the public records of Clay County, Florida.
- This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of records, or matters unrecorded by this surveyor.
- 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.

LEGEND

- Found Concrete Monument
- Found 1/2" Iron Pipe (MEM)
- Set 1/2" Iron Pipe (LB 1381)
- X- Fence
- P- Powerline/Pole and Anchor
- T- Telephone Line
- C- Cable T/V Line
- AC Concrete Air Conditioner Pad
- ET Concrete Elec. Transformer Pad



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 2518
Eiland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32073
Telephone 904-272-1000



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Finance & Audit Committee

DATE: 5/9/2022

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:

1) Approval to accept staff's evaluation and award RFP No. 21/22-33, CDBG - Junk/Debris Removal to 904 Junk Removal company at the unit prices submitted in the proposal. Approval will be effective after 72 hour period for protest has expired.

2) Additional approval of the accompanying Agreement with 904 Junk Removal at the specified rates listed in Attachment B. Services under this Agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

1. 904 Junk Removal = 88.66
2. Conner Construction and Demolition = 84

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Services under this RFP are related to the CDBG Entitlement Funding Program and provides for junk and debris removal for approved applicants. Individual task will be assigned by task order/purchase orders utilizing the fees listed within the Agreement. This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development.

A committee consisting of the Community Services Director, Grants Manager, and Code Enforcement Secretary has performed the evaluation and ranking. 904 Junk Removal provided the lowest unit cost for all items.

The RFP was sent to 19 companies with 2 responses received.

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

Funding Source: Community Development Block Grant Fund / All Grants Organization /
Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other
Aids (Individuals)

Account # FD1065-CC1233-PRJ100378-GR010074- Amount - Based on unit prices as
SC583000 needed

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> bid information	Cover Memo	5/19/2022	RFP_212233_junk_debris_removal-1ada.pdf
<input type="checkbox"/> Agreement	Cover Memo	5/19/2022	Junk-Debris_Removal_Agreement_904_Junk_removalada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	5/18/2022 - 1:58 PM	Item Pushed to Agenda

BID RECOMMENDATION

RFP No. 21/22-33, CDBG - Junk/Debris Removal

BIDDERS

904 Junk Removal

Connor Construction and Demolition

BID TOTAL

see attached unit prices

see attached unit prices

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

Victoria Hapner

Megan Mosley

Heather Ross

TITLE

Community Services Director

Grants Manager

Code Enforcement Secretary

FUNDING SOURCE: CDBG Fund / CDBG 21-27 / Other Aids (Individuals)

RECOMMENDATION:

Recommendation to award to 904 Junk Removal.

If only one bid is received, state reason why accepted and not re-bidding:

SUMMARY SHEET
FOR RANKING OF PROPOSALS

CLAY COUNTY BOARD OF COMMISSIONERS

RFP No. 21/22-33, CDBG – JUNK/DEBRIS REMOVAL

VENDORS	Rater 1 TOTAL	Rater 2 TOTAL	Rater 3 TOTAL	TOTAL	AVERAGE	RANK
904 Junk Removal	94	84	88	266	88.66	1
Conner Construction and Demolition	80	85	87	252	84	2

Rater 1: Community Services Director
Rater 2: Grants Manager
Rater 3: Code Enforcement Secretary

Approved: Purchasing Division Donna Fish

Date: 5/9/2022

RFP REVIEW
RFP #21/22-33, CDGB - Junk/Debris Removal

Brief Item Description:	904 Junk Removal	Conner Construction and Demolition
Contractor/Staff Qualifications (25 Point Question)	21	24
Availability of Contractor/Staff (20 Point Question)	17.66	18
Similar/Related Experience (20 Point Question)	19.66	15.67
Price Proposal (20 Point Question)	19	12
Equipment (15 Point Question)	11.33	14.33
TOTAL SCORE:	88.66	84
88.66 904 Junk Removal		
84 Conner Construction and Demolition		

COMPARISON

RFP NO. 20/21-33, DCBG - Junk/Debris Removal

			904 Junk Removal	Conner Construction
ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE
1	Municipal Solid Waste	TN	\$200.00	\$450.00
2	White Goods	TN	\$200.00	\$375.00
3	Yard Trash	TN	\$180.00	\$375.00
4	Waste Tires	TN	\$400.00	\$820.00
5	Construction & Demolition Debris	TN	\$180.00	\$375.00
6	Fill Dirt	CY	\$200.00	\$16.50
		TOTAL:	\$1,360.00	\$2,411.50

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL
PRICE SHEET

PRICES PER TON BELOW INCLUDE COLLECTION, HAULING AND DISPOSAL

- 1) Municipal Solid Waste (Price Per Ton): \$ 200⁰⁰
 - 2) White Goods (Price Per Ton): \$ 200⁰⁰
 - 3) Yard Trash (Price Per Ton): \$ 180⁰⁰
 - 4) Waste Tires (Price Per Ton): \$ 400⁰⁰
 - 5) Construction and Demolition Debris (Price Per Ton): \$ 180⁰⁰
 - 6) Fill Dirt (Price Per CY): \$ 200⁰⁰
- Total of (1 - 6) above: \$ 1360⁰⁰

Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project.

Total Bid (in words): Thirteen Hundred Sixty Dollars

CONTRACT EXECUTION INFORMATION:

COMPANY NAME: 904 Junk Removal

DESIGNATED SIGNEE: Zach DeCristofaro

MAILING ADDRESS: 459 Charles Pindney St
Orange Park FL 32073

EMAIL: 904junkremoval@gmail.com

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: 904 Junk Removal

ADDRESS: 459 Charles Pinckney St
Orange Park FL 32073

TELEPHONE: 904-598-4114

FAX #: N/A

E-MAIL: 904junkremoval@gmail.com

Name of Person submitting Bid: Zach DeCristoforo

Title: Owner

Signature: 

Date: 21 April 22

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Contractor and Staff Qualifications

David Conner, Owner Operator and Laborer

Registered General Contractor RG291103652, Equipment Operator for over 20 Years
Qualifying agent on over two hundred (200) Demolition and debris cleanup projects in Northeast Florida Since 2018. These included interior demolition and debris projects from selective interior projects to complete building demolition projects.

Steve Gadiant, Operator and Laborer

Over forty (40) years operating equipment, driving trucks, grading jobsites
Lead operator on our projects and assisted in all of the above projects.

Darren Poulus, Operator, Laborer

Clay High Graduate
Provided ground support and operator functions on the majority of the projects listed above.

Availability of Contractor/Staff

David Conner (904) 810-8615 and the staff at Conner Construction and Demolition maintain an amount of work so that we can adequately serve our projects. This project would fit our schedule nicely and we would be able to staff it to meet or exceed the Clay County Board of County Commissioner's schedule. We own all of our equipment and all of our trucks, dump trucks and trailers. We are not dependent on someone else to perform the work, load the material or get it to Rosemary Hill Landfill. We are not dependent on financing and can cover the costs of all of this work including the landfill fees without securing financing or renting anything.

Experience

We have permitted more demolition projects in Clay County over the last three (3) years than any other. While this is not a pure demolition project, the tasks are very similar. We have a lot of experience with interior demolition projects that result in manual labor to get the items out of the structure and into a container. More times than not a demolition project results in cleaning the yard and sheds of debris, yard waste, junk vehicles, etc. This rounded experience will be a great asset for our team on this project.

Price

- 1) Municipal Solid Waste (Price Per Ton): \$450/Ton
 - 2) White Goods (Price Per Ton): \$375/Ton
 - 3) Yard Trash (Price Per Ton): \$375/Ton
 - 4) Waste Tires (Price Per Ton): \$820/Ton
 - 5) Construction and Demolition Debris (Price Per Ton): \$375
 - 6) Fill Dirt (Price Per CY): \$16.50
- Total of (1 – 6) above: \$2,411.50

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Conner Construction & Demolition

ADDRESS: 4839 Hwy 17 South
Green Cove Springs FL 32043

TELEPHONE: 904-810-8615

FAX #: _____

E-MAIL: dsbconner@gmail.com

Name of Person submitting Bid: DAVID CONNER

Title: OWNER

Signature: David Conner

Date: 25 Apr 2022

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

BID TABULATION FORM

RFP: 21/22-33

Date: 4/26/2022

Proj: **CDBG - Junk/Debris Removal**

Time Open: 9:04 AM

Ad: Clay Today, March 31 & April 7, 2022

Time Close: 9:06 AM

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

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

Bidder		Total
1	904 Junk Removal	To Be Determined
2	Conner Construction and Demolition	To Be Determined
3		
4		
5		
6		
7		
8		
9		
10		

*Staff will review the bids and present a recommendation to the Budget and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document. Items above are subject to full review and evaluation of submittal.

RFP NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

PURPOSE

Clay County is soliciting proposal responses to assist the Development Services Department to provide junk and debris removal for various homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG). This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at:

<https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000>

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, permits, and supervision required to complete the work in the scope of this bid. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of the contract. Under no circumstances shall the Contractor mix debris hauled for the county with debris hauled for others under the contract. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

For residential property clean-ups, contractor does not need to be a franchise hauler, however, if contractor needs to rent a container, the company that they rent from must be a Clay County Franchise Hauler. A list of Approved Franchise Haulers can be provided upon request.

The collected waste must be taken to the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Items subject to removal shall include but not be limited to:

Municipal Solid Waste - more commonly known as trash or garbage—consists of everyday items we use and then throw away, such as product packaging, furniture, clothing, bottles, food scraps, newspapers, etc. Basically, waste that comes from our homes.

White Goods - inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances.

Yard Trash - vegetative matter including but not limited to grass clippings, leaves, twigs, etc., from lawn and landscape maintenance. Yard Trash does not include Land Clearing Debris of any sort or from any source.

Waste Tires - [any tires](#) that are no longer suitable for their original intended purpose because of wear, damage or defect.

Construction and Demolition Debris - materials generally considered insoluble in water and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

Types of **waste not accepted** at the Rosemary Hill Facility are:

Biohazardous Waste - any Solid Waste, liquid waste or Infectious Waste which may present a threat of infection to humans and includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human disease causing agents; used disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the department of health and rehabilitative services represent a significant risk of infection to persons outside the generating facility.

Hazardous Waste – any waste which, because of its concentration, or physical, chemical, or infectious characteristics, may cause or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Examples of Hazardous waste are household chemicals and cleaners, gasoline, motor oil (used or new), all types of paint, fertilizers, insecticides, etc.

Special Waste – waste that requires additional or specific handling for proper disposal, such as batteries (auto, boat, mower, etc.), fluorescent bulbs, ballasts, and electronic waste.

Asbestos

Motor Vehicles

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of junk and debris at the direction of the County Representative.

Junk and debris removal services are subject to inspection by the County. In the event of unsatisfactory work, the Contractor shall re-do necessary correction work within 48 hours of notice.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

BID AWARD

Award will be made to one or more debris removal contractors based on RFP responses received and volume of work.

PAYMENT

Contractor may request payment no more than once monthly based on the actual quantities of work performed and accepted. Payment will not be made without proof of load tickets.

ADDITIONAL SERVICES AND FEES

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

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

RFP NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

SUBMITTAL FORMAT REQUIREMENTS: In addition to the submittal requirements found on page 7, of this request for proposal, all submittals should contain the following information (at a minimum) for consideration.

Respondents are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Respondents. Failure to provide requested information will result in disqualification of response.

Submittal Sections

- A. Contractor/Staff Qualifications
- B. Availability of Contractor/Staff
- C. Similar/Related Experience
- D. Price
- E. Equipment

The Proposals shall be typed and submitted on 8 1/2" x 11" paper, portrait orientation, with headings. Respondents are requested to provide, as a minimum, the information listed under each criterion. The following should be submitted for a proposal to be considered:

- **Cover Letter** - Include name, address, phone number, fax number and email address, years in business, and whether the company operates as an individual, partnership, or corporation. An authorized agent of the company must sign the Letter indicating the agent's title and/or authority.
- **Contractor and Staff Qualifications (25 Points maximum)** - Respondents shall provide the following documentation in this section of the proposal:
 - Provide qualifications of Contractor/Staff to provide services.
 - Provide license(s) required in accordance with the federal, state and county's statutory requirements to perform the work.
- **Availability of Contractor/Staff (20 Points maximum)**– Include point of contact information and illustrate the ability to successfully perform and manage the requested services as it relates to having proper and sufficient staffing available. All projects must be completed prior to September 30, 2022.
- **Similar/Related Experience (20 Points maximum)** – Respondents shall provide evidence of experience related to the Scope of Services requested with a minimum of three (3) years' experience.
- **Price (20 Points maximum)** – Provide prices listed on the price sheet. Prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project.

- **Equipment (15 Points maximum)** – Provide list of equipment available to provide the requested services.

Evaluation Committee:

Clay County will appoint staff to serve on the evaluation committee. The evaluation committee will review, evaluate, and make recommendations regarding the proposals according to the criteria set forth below. The evaluation committee, at its sole discretion, shall have the right to seek written clarifications and/or additional information from vendors, verify information submitted and check references, in order to fully understand and evaluate the proposals.

Evaluation Criteria:

The evaluation shall be based upon the following criteria:

<u>Evaluation and Ranking Criteria</u>	<u>Ranking Weight</u>
Contractor/Staff Qualifications	25 Points
Availability of Contractor/Staff	20 Points
Similar/Related Experience	20 Points
Price	20 Points
Equipment.....	15 Points

100 Points

Contact	Origin	Subscription Created
904junkremoval@gmail.com	Upload	04/08/2022 02:33 PM EDT
affordablejunkremovaljax@gmail.com	Signup Builder	04/11/2022 01:19 PM EDT
alonzopcuts@gmail.com	Signup Builder	04/11/2022 07:00 PM EDT
bonedive7@yahoo.com	Signup Builder	04/24/2022 02:39 PM EDT
dsbconner@gmail.com	Signup Builder	04/11/2022 01:00 PM EDT
garrett@wasteregulators.com	Upload	04/08/2022 03:24 PM EDT
grangerhj2010@yahoo.com	Signup Builder	04/11/2022 11:17 PM EDT
hjgrangerremoval@yahoo.com	Upload	04/08/2022 02:33 PM EDT
jackson@elev8jax.com	Signup Builder	04/12/2022 01:28 PM EDT
melanie@wasteregulators.com	Upload	04/08/2022 03:24 PM EDT
nixonoutdoorservices@gmail.com	Upload	04/15/2022 10:13 AM EDT
patrickf@challengeenterprises.org	Signup Builder	04/15/2022 12:33 PM EDT
pbpaint@yahoo.com	Signup Builder	04/11/2022 11:38 AM EDT
pouria@standupguys.biz	Upload	04/08/2022 02:33 PM EDT
rcassidy@jdog.com	Upload	04/08/2022 02:33 PM EDT
tkhaulinginc@gmail.com	Upload	04/08/2022 02:33 PM EDT
whitenerstractor@gmail.com	Direct	04/11/2022 12:39 PM EDT

Clay County Agreement/Contract No. 2021/2022 – _____

AGREEMENT FOR CDBG JUNK/DEBRIS REMOVAL SERVICES

This Agreement for CDBG Junk/Debris Removal Services (“Agreement”) is made and entered into as of the ____ day of May, 2022 (“Effective Date”) between 904 Junk Removal, LLC, a Florida Limited Liability Company (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County has been designated an Entitlement Grantee as a “Qualified Urban County” by the United States Department of Housing and Urban Development (HUD), which entitles the County to receive an annual allocation of Community Development Block Grant (CDBG) Funds directly from HUD to implement housing and community development projects throughout the County; and

WHEREAS, HUD requires the development and submission of a Consolidated Plan, which shall include an Annual Action Plan, a Citizen Participation Plan, an Analysis of Impediments to Fair Housing Choice, and a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, as an Entitlement Grantee, the County will receive CDBG Funds annually through formula allocation by HUD, and with these funds, the County will work to promote affordable housing initiatives and create a suitable living environment for low- to moderate income households; and

WHEREAS, on September 28, 2021, the Board of County Commissioners of Clay County, Florida approved Resolution No. 2020/2201-113 amending Resolution 20/21-91, approving the substantial amendments to the County’s 2021-2025 CDBG Consolidated Plan, the FY 2021-2022 Annual Action Plan and the Citizen Participation Plan, and approving the amended proposed allocations of CDBG entitlement funds estimated for FY 2021-2022; and

WHEREAS, the County and HUD entered into a Funding Approval/Grant Agreement with a Program Year Start Date of October 1, 2021 related to the use of CDBG Funds approved for use by the County during FY 2021-2022; and

WHEREAS, the County issued a Request for Proposals, RFP No.: 21/22-33 (“RFP”), to engage a contractor to provide junk and debris removal for various homes and residences throughout Clay County that are eligible for services through the CDBG Program on an as needed basis; and

WHEREAS, the Contractor responded to the RFP with a proposal to offer the requested services (“Contractor’s Response”); and

WHEREAS, the County evaluated and ranked the qualifications submitted, and the County selected the Contractor based on the Contractor’s Response and approved ranking; and

WHEREAS, the Contractor is qualified and has experience in providing the requested services; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP including all requirements and attachments incorporated into the RFP and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

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

SECTION 1. SCOPE OF SERVICES

1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work, labor, and supervision required to provide junk and debris removal on an as-needed basis for various homes and residences throughout Clay County in accordance with the RFP Scope of Work attached hereto as **Attachment A** and incorporated herein by reference. "Services" shall mean the scope of work to be provided, services rendered, or supplies, materials, equipment and the like delivered, provided, or installed under this Agreement. The Services shall be performed for households and residences that are eligible for services through the CDBG Program, which is made available through a federal allocation of funds from HUD.

1.2. All Services shall be assigned by the County to the Contractor via a Purchase Order and/or Task Authorization which will set forth the Services being authorized for the Contractor to perform along with the location, final completion date, and other pertinent details related to the Services. Any Services performed by the Contractor prior to the issuance of a Purchase Order and/or Task Authorization are at the sole risk of the Contractor and are not subject to payment by the County.

1.3. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Victoria Hapner, Community and Social Services Manager, or designee.

1.4. In providing the Services, the Contractor must:

- A. Be familiar with the Services, requirements, and the conditions under which the Services are to be completed.
- B. Provide all temporary signs, marking and traffic control when required and/or requested by the County.
- C. Coordinate work days and hours with the Project Manager.
- D. Meet and/or communicate with the Project Manager as needed and as requested by the Project Manager to review the status of the Services, critical activities, and overall performance.

- E. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.

1.5. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement, including, but not limited to providing supervisory personnel at the location(s) where Services are being performed. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing the names of key/supervisory personnel assigned to the Services.

1.6. The Services are subject to inspection by the County. If on inspection, the Services are found to be deficient and/or unsatisfactory as determined by the County, the Project Manager shall notify the Contractor of those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor shall notify the Project Manager that all Remedial Services have been completed. If the County determines that deficiencies remain, the Contractor shall be notified and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

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

1.8. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Additionally, the Contractor must comply with Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.9. The County, by virtue of this Agreement, gives the Contractor no guarantee of any services or any specific amount of services or Purchase Orders/Task Authorizations that may be issued or assigned during the term of this Agreement.

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

SECTION 2. ADDITIONAL WORK AND FEES

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

SECTION 3. TERM AND TIMELY PERFORMANCE

3.1. The term of this Agreement shall commence on the Effective Date and shall continue through September 30, 2022. The Agreement may be extended and/or renewed upon subsequent written agreement of the parties subject to funding approval/grant agreement by HUD for CDBG Funds, and if the County deems it to be in the County’s best interest to do so.

3.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of any assigned Services. The Contractor agrees to timely perform all assigned Services in accordance with this Agreement and the Purchase Order and/or Task Authorization issued for the Services.

SECTION 4. PAYMENT FOR WORK

4.1. Payments will be made by the County to the Contractor for all Services actually authorized and performed under a Purchase Order and/or Task Authorization on a per ton basis at the prices set forth in the Price Sheet attached hereto as **Attachment B** and incorporated herein by reference, upon presentation of an Invoice submitted to the County in accordance with Section 5. The County reserves the right to add, delete, and/or modify the items listed in the Price Sheet along the right to negotiate additional items as needed.

4.2. The price per ton shall include any and all costs, fees, and charges associated with providing all material, labor, equipment, and any other additional charges, including, but not limited to, collection, hauling, disposal, and any other costs associated with performance of the Services. The County shall not be charged for any costs other than those listed in the Price Sheet unless authorized in writing by the County.

SECTION 5. PAYMENT PROCEDURES

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

5.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Services done or completed. Invoices shall be signed by the Contractor and must include the following information and items:

- 1) The Contractor's name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.
- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Task Authorization number.
- 4) The period of the Services covered by the Invoice.
- 5) The total amount of payment requested and proof of load tickets.
- 6) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
- 7) The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

5.3. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, performed to determine whether the quality of the Services are as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

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

5.5. The Parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

5.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials

supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials associated with any assigned Services their pro rata shares of the payment for all Services completed and materials supplied. The term “subcontractor”, as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

5.7. It is agreed and understood that the acceptance of payment for Services by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for the Services under this Agreement. Neither the acceptance of the Services nor payment by the County shall be deemed to be a waiver of the County’s right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Services not discovered by the County at the time of inspection. The County retains the right to recover damages for the recovery of defective or deficient Services not discovered by County at the time of inspection. After payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation.

SECTION 6. CHANGE ORDERS

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

6.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

SECTION 7. INSURANCE

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

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises (each occurrence fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

7.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. The certificates of insurance for the required coverages, with the exception of Workers’ Compensation, 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 Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide a thirty (30) day prior written notification to the County’s Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 8. INDEMNIFICATION; SOVEREIGN IMMUNITY

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and the U.S. Department of Housing and Urban Development (HUD) including their

officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, arising out of the Contractor's performance of the Services under this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and 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.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT AND TERMINATION

9.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement and/or Purchase Order/Task Authorization; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Services on time or as directed by the Project Manager; fails to perform the Services with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Services; performs the Services unsuitably or neglects or refuses to remove materials or to perform anew such Services as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Services, or fails to resume Services which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

9.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

9.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give twenty (20) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as is specifically authorized in writing by the County.

9.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

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

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

9.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts

of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 10. LIQUIDATED DAMAGES

10.1. The Contractor must adhere to the final completion date set forth in a Purchase Order and/or Task Authorization authorizing the Services. In the event the Services are not fully completed by the final completion date, which may be revised upon written consent of the County, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

10.2. The parties hereto mutually understand and agree that time is of the essence in the performance of the Services and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services, will be difficult, if not impossible, to definitely ascertain and quantify.

10.3. Should the Contractor fail to complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization authorizing the Services, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **\$100.00** per workday for each and every day after the final completion date set forth in the Purchase Order and/or Task Authorization until final completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The final completion date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding.

10.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

10.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the

amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

10.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. AUTHORITY TO SUSPEND WORK

11.1. The County Representative and/or Project Manager shall have the authority to suspend the Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Services. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of any Services by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Services will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. AUDIT OF CONTRACTOR'S RECORDS

12.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives. The Contractor and any of its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Contractor must make the records available upon request.

12.2. All records connected with this Agreement must be retained for a period of six (6) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

12.3. Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

SECTION 13. TAXES

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

SECTION 14. APPROPRIATED FUNDS

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

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 16. PUBLIC RECORDS

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

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;

- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 17. SUBCONTRACTORS

17.1. Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County.

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

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

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

SECTION 18. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY

18.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials. It shall be the Contractor's responsibility to ensure that its personnel and all equipment operators are performing Services in a safe manner and in compliance with all applicable state, federal and OSHA rules, ordinances, laws, and regulations.

18.2. The Contractor shall preserve from damage all property, including, but not limited to, structures, utilities, services, roads, fencing, vehicles, landscaping, trees, and shrubbery along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Services on or around such property.

18.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or Project Manager may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County Representative and/or Project Manager, provided that such property has not been

damaged as a result from the performance of the Services or through fault of the Contractor, its employees or agents.

SECTION 19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

19.1. The Contractor acknowledges that CDBG Funds will be used by the County to pay for the Services provided under this Agreement.

19.2. The Contractor acknowledges that the County as a recipient of CDBG Funds must complete financial, performance, and compliance reporting as may be required. The Contractor agrees to support the County's efforts to comply with any reporting obligations as required and established by HUD.

19.3. The Contractor agrees to comply with all applicable CDBG requirements including, but not limited to the requirements and conditions attached to the RFP and 24 CFR governing Housing and Urban Development. To the extent applicable to the Services under this Agreement, the Contractor agrees to comply with and shall require all of its subcontractors to comply with the CDBG Requirements attached hereto as **Attachment C**, HUD Federal Labor Standards Provisions attached hereto as **Attachment D**, David Bacon Wage Decision attached hereto as **Attachment E**, and 24 CFR 85.36 – Procurement attached hereto as **Attachment F**.

19.4. The Contractor hereby certifies that the following Certifications executed by the Contractor in its response to the RFP and attached hereto are still valid and are incorporated herein by reference:

- Certification Regarding Debarment, Suspension, and Ineligibility - **Attachment G**
- Anti-Lobbying Certification - **Attachment H**
- Certification of Payments to Influence Federal Transactions - **Attachment I**
- Section 3 Compliance Report: Existing Core Workforce List - **Attachment J**
- Acknowledgement of Terms, Conditions, and Grant Clauses - **Attachment K**

The Contractor agrees to execute any additional certifications or documents that the County and/or HUD may reasonably require.

19.5. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement, and expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontractor agreement.

19.6. If the Contractor enters into any contracts or agreements with any third parties, vendors, subconsultants, subcontractors, etc., then any such contract or agreement must include the provisions as required under this Agreement and must attach and incorporate the Attachments identified in this Agreement.

SECTION 20. PUBLIC ENTITIES CRIMES

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

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

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

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

SECTION 21. NON-DISCRIMINATION

21.1. In performance of this Agreement, the Contractor agrees to comply with the following statutes and regulations prohibiting discrimination:

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

employment, public accommodations, transportation, State and local government services, and telecommunications.

SECTION 22. SUSPENSION AND DEBARMENT

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

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

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

SECTION 23. LOBBYING PROHIBITION CERTIFICATION

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

SECTION 24. AMENDMENT OR MODIFICATION OF AGREEMENT

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

SECTION 25. INDEPENDENT CONTRACTOR

25.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 26. NO ASSIGNMENT

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

SECTION 27. NO THIRD-PARTY BENEFICIARIES

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

SECTION 28. FURTHER ASSURANCES

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

SECTION 29. REMEDIES

29.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 30. GOVERNING LAW AND VENUE

30.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 31. ATTORNEYS' FEES

31.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 32. NOTICE

32.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

904 Junk Removal
459 Charles Pinckney St.
Orange Park, FL 32073
Attention: Zach DeCristofaro, Owner

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Victoria Hapner

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

SECTION 33. WAIVER

33.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 34. SEVERABILITY

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

SECTION 35. HEADINGS

35.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 36. COUNTERPARTS

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

SECTION 37. ATTACHMENTS

37.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	RFP Scope of Work
Attachment B	Price Sheet
Attachment C	CDBG Requirements
Attachment D	HUD Federal Labor Standards Provisions
Attachment E	Davis Bacon Wage Decision
Attachment F	24 CFR 85.36 – Procurement
Attachment G	Certification Regarding Debarment, Suspension, and Ineligibility
Attachment H	Anti-Lobbying Certification
Attachment I	Certification of Payments to Influence Federal Transactions
Attachment J	Section 3 Compliance Report: Existing Core Workforce List
Attachment K	Acknowledgement of Terms, Conditions, and Grant Clauses

SECTION 38. AUTHORITY

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

904 JUNK REMOVAL, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\grant agreements\CDBG\Junk-Debris Removal.doc

ATTACHMENT A
RFP SCOPE OF WORK

RFP NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

PURPOSE

Clay County is soliciting proposal responses to assist the Development Services Department to provide junk and debris removal for various homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG). This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at:

<https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000>

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, permits, and supervision required to complete the work in the scope of this bid. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of the contract. Under no circumstances shall the Contractor mix debris hauled for the county with debris hauled for others under the contract. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

For residential property clean-ups, contractor does not need to be a franchise hauler, however, if contractor needs to rent a container, the company that they rent from must be a Clay County Franchise Hauler. A list of Approved Franchise Haulers can be provided upon request.

The collected waste must be taken to the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Items subject to removal shall include but not be limited to:

Municipal Solid Waste - more commonly known as trash or garbage—consists of everyday items we use and then throw away, such as product packaging, furniture, clothing, bottles, food scraps, newspapers, etc. Basically, waste that comes from our homes.

White Goods - inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances.

Yard Trash - vegetative matter including but not limited to grass clippings, leaves, twigs, etc., from lawn and landscape maintenance. Yard Trash does not include Land Clearing Debris of any sort or from any source.

Waste Tires - [any tires](#) that are no longer suitable for their original intended purpose because of wear, damage or defect.

Construction and Demolition Debris - materials generally considered insoluble in water and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

Types of **waste not accepted** at the Rosemary Hill Facility are:

Biohazardous Waste - any Solid Waste, liquid waste or Infectious Waste which may present a threat of infection to humans and includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human disease causing agents; used disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the department of health and rehabilitative services represent a significant risk of infection to persons outside the generating facility.

Hazardous Waste – any waste which, because of its concentration, or physical, chemical, or infectious characteristics, may cause or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Examples of Hazardous waste are household chemicals and cleaners, gasoline, motor oil (used or new), all types of paint, fertilizers, insecticides, etc.

Special Waste – waste that requires additional or specific handling for proper disposal, such as batteries (auto, boat, mower, etc.), fluorescent bulbs, ballasts, and electronic waste.

Asbestos

Motor Vehicles

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of junk and debris at the direction of the County Representative.

Junk and debris removal services are subject to inspection by the County. In the event of unsatisfactory work, the Contractor shall re-do necessary correction work within 48 hours of notice.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

BID AWARD

Award will be made to one or more debris removal contractors based on RFP responses received and volume of work.

PAYMENT

Contractor may request payment no more than once monthly based on the actual quantities of work performed and accepted. Payment will not be made without proof of load tickets.

ADDITIONAL SERVICES AND FEES

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

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

ATTACHMENT B
PRICE SHEET

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL
PRICE SHEET

PRICES PER TON BELOW INCLUDE COLLECTION, HAULING AND DISPOSAL

- 1) Municipal Solid Waste (Price Per Ton): \$ 200⁰⁰
 - 2) White Goods (Price Per Ton): \$ 200⁰⁰
 - 3) Yard Trash (Price Per Ton): \$ 180⁰⁰
 - 4) Waste Tires (Price Per Ton): \$ 400⁰⁰
 - 5) Construction and Demolition Debris (Price Per Ton): \$ 180⁰⁰
 - 6) Fill Dirt (Price Per CY): \$ 200⁰⁰
- Total of (1 - 6) above: \$ 1360⁰⁰

Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project.

Total Bid (in words): Thirteen Hundred Sixty Dollars

CONTRACT EXECUTION INFORMATION:

COMPANY NAME: 904 Junk Removal

DESIGNATED SIGNEE: Zach DeCristofaro

MAILING ADDRESS: 459 Charles Pindney St
Orange Park FL 32073

EMAIL: 904junkremoval@gmail.com

ATTACHMENT C
CDBG REQUIREMENTS

CDBG REQUIREMENTS:

1. ANTI-LOBBYING CLAUSE (Cone of Silence):

Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.**

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

2.1 The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).

2.2 Bidder is requested to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Clay County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

3. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:

3.1 The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

3.2 The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

3.3 The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub- contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

3.4 An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4. RECORDS:

4.1 Retention: The bidder shall maintain such financial records and other records as may be prescribed by Clay County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of three years after final payment, or until they are audited by Clay County, whichever event occurs first.

4.2 Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to: Keep and maintain public records required by the County to perform the service.

4.3 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

4.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

4.5 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4.6 Apply by all requirements of the CDBG Supplemental Conditions, Federal Labor Standards Provision, and Section 3.

5. EMPLOYMENT ELIGIBILITY (USING E-VERIFY), AGENCY – VENDORS - CONTRACTORS:

5.1 Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement <http://www.dhs.gov/E-verify> ; and

5.2 Shall expressly require any contractors/consultants and subcontractors/consultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/consultant and subcontractor/consultant during the Agreement term.

6. CLEAN AIR ACT:

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

7. ENERGY POLICY AND CONSERVATION ACT:

CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

8. TERMINATION FOR CAUSE AND/OR CONVENIENCE

8.1 The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.

8.2 If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

9. DEBARMENT AND SUSPENSION

- 9.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 9.2 The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.3 This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clay County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 9.4 The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

- i. Minimum wages – (i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to

the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

- ii. Withholding - CCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, CCBOCC may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- iii. Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to CCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub- CONTRACTORS.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage

rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or sub- CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or sub- CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

iv. Apprentices and trainees – (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than

that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub- CONTRACTOR 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(II) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.
- i. Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.
- vi. Subcontracts. The CONTRACTOR or sub- CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub- CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any sub- CONTRACTOR or lower tier sub-CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.
- vii. Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 C.F.R. 5.12.
- viii. Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.
- ix. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general dispute's clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub- CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- x. Certification of eligibility – (i) By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- (ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal

Code, 18 U.S.C. 1001.

11. Contractor must be registered in Sam.gov for any federally funded project.

ATTACHMENT D
HUD FEDERAL LABOR
STANDARDS PROVISIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT E
DAVIS BACON WAGE DECISION

"General Decision Number: FL20220058 02/25/2022

Superseded General Decision Number: FL20210058

State: Florida

Construction Type: Residential

County: Clay County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0673-009 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro		
Crane, Locomotive Crane,		
Tower Crane, Truck Crane....	\$ 32.62	12.00
Gantry Crane, Bridge Crane..	\$ 28.81	12.00
Oiler.....	\$ 27.08	12.00

PLUM0234-003 09/01/2020

	Rates	Fringes
PLUMBER, Including HVAC Pipe		
Installation.....	\$ 31.09	15.45

SHEE0435-006 04/01/2021

	Rates	Fringes
SHEET METAL WORKER (Excluding		
HVAC Duct Installation).....	\$ 26.41	15.19

* SUFL2009-097 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Drywall		
Hanging, and Form Work.....	\$ 14.14 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.97 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.13	0.00
DRYWALL HANGER.....	\$ 12.35 **	0.00
ELECTRICIAN.....	\$ 11.79 **	0.00
FLOOR LAYER: Carpet.....	\$ 10.00 **	0.00
FORM WORKER.....	\$ 12.00 **	0.46
HVAC MECHANIC (Installation		
of HVAC Duct).....	\$ 13.99 **	0.00
IRONWORKER, ORNAMENTAL,		
REINFORCING AND STRUCTURAL.....	\$ 9.00 **	0.00
LABORER: Asphalt Raker.....	\$ 10.12 **	0.00
LABORER: Common or General.....	\$ 9.00 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.51 **	0.00
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 10.46 **	0.00
LABORER: Pipelayer.....	\$ 11.93 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00

LABORER: Landscape and Irrigation.....	\$ 8.05 **	0.00
LATHER.....	\$ 14.20 **	0.00
OPERATOR: Asphalt Paver.....	\$ 11.63 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.72 **	0.00
OPERATOR: Bulldozer.....	\$ 12.40 **	0.00
OPERATOR: Distributor.....	\$ 11.41 **	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 12.75 **	0.00
OPERATOR: Roller.....	\$ 10.59 **	0.00
OPERATOR: Screed.....	\$ 10.93 **	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).....	\$ 10.68 **	0.00
PLASTERER.....	\$ 15.10	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 9.68 **	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
TILE SETTER.....	\$ 12.46 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.62 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.14 **	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

ATTACHMENT F
24 CFR 85.36 – PROCUREMENT

24 CFR 85.36 -Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and sub grantees **will use their own procurement procedures** which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub grantees **will maintain a written code of standards of conduct** governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, **real or apparent**, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and sub grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and sub grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and sub grantees **will maintain records** sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: **rationale for the method**

of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and sub grantees will use time and material type contracts *only* -

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. **Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern.** Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, **a brand name or equal description** may be used as a means to define the performance or other salient requirements of a procurement. **The specific features of the named brand which must be met by offerors shall be clearly** stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub grantees will ensure that all pre qualified lists of persons, firms, or products which are

used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed -

(1) ***Procurement by small purchase procedures.*** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.

(2) ***Procurement by sealed bids (formal advertising).*** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) ***Procurement by competitive proposals.*** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub grantees may use competitive proposal

procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) ***Procurement by noncompetitive proposals*** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

(iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract Cost And Price

(1) Grantee and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offerer is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and the sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price on a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (&85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical

specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:

- (i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract

terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40

U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

***** END OF DOCUMENT *****

**ATTACHMENT G
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND INELIGIBILITY**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Consultant certifies that:

1. This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

FIRM NAME: 904 Junk Removal

ADDRESS: 459 Charles Pinckney St. Orange Park FL 32070

FIRM'S AUTHORIZED OFFICIAL:

Zach DeCristoforo Owner [Signature] 21 April 22
Name Title Signature Date

**ATTACHMENT H
ANTI-LOBBYING CERTIFICATION**

ANTI-LOBBYING CERTIFICATION

The undersigned Consultant certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, Zach DeCristoforo | 904 Junk Removal certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Firm's Authorized Official

Zach DeCristoforo Owner

Name and Title of Firm's Authorized Official

21 April 22

Date

**ATTACHMENT I
CERTIFICATION OF PAYMENTS
TO INFLUENCE FEDERAL
TRANSACTIONS**

RFP No. 21/22-33, CDGB – Junk/Debris Removal

Certification of Payments to Influence Federal Transactions

HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Zach DeCristofaro
Name of Authorized Official

Owner
Title

[Signature]
Signature

21 April 22
Date

**ATTACHMENT J
SECTION 3 COMPLIANCE
REPORT: EXISTING CORE
WORKFORCE LIST**

RFP No. 21/22-33, CDGB - Junk Debris Removal

**Section 3 Compliance Report
Existing Core Workforce List**

Review the information below and check all that apply:

- We have not hired any new employees as a result of the award of contract.
 We have hired _____ employees since the award of contract.
 The number of newly hired employees that meet Section 3 criteria is _____.

For any newly hired positions since the award of contract, we have taken one or more of the following recruitment steps to hire employees who live within Clay County and who meet Section 3 criteria: (check all the apply)

- Advertised to fill vacancies in a local newspaper.
 Posted vacancies prominently at the job site.
 Placed signs or posters announcing vacancies at the local public housing authorities in Clay County.
 Distributed employment flyers in locations accessible to Section 3 Residents.
 Posted employment flyers in various locations within Clay County.
 Kept a log of all applications and for every position created by this project.
 Retain copies of employment applications completed by Section 3 resident.
 Other – Please provide details _____

NA

By my signature below I am certifying the information provided herein is true and correct to the best of my knowledge.

Print name: Zoe DeCristoforo

Signature: 

Date: 21 April 22

Title: Owner

**ATTACHMENT K
ACKNOWLEDGEMENT OF
TERMS, CONDITIONS, AND
GRANT CLAUSES**

RFP No. 21/22-33, CDGB - Junk/Debris Removal

Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name 904 Junk Removal Date 21 April 22

Authorized Signature 

Address 459 Charles pinel/way St Orange Pk Fl 32073

Solicitation/Contract # 21/22-33, CDGB - Junk/Debris Removal



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Finance & Audit Committee

DATE:

FROM: Karen Smith Administrative
and Contractual Services

SUBJECT:

1) Approval to post notice of intent and award Bid No. 21/22-34, CDBG - Demolition & Removal Services to Conner Construction and Demolition at the individual rates provided in the proposal. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Conner Construction and Demolition at the specified rates listed in Attachment B. Services under this agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Services under this Bid are related to the CDBG Entitlement Funding Program and provides for demolition and removal of mobile homes and related service. Individual task will be issued by task order/purchase orders utilizing the fees listed within the Agreement for approved applicants. This Program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development.

Bid invitation sent to 51 Vendors with 1 bid received

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Account # FD1065-CC1233-PRJ100378-GR010074-SC583000 Amount - Based on unit prices as needed

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

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

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Memo - Rec / score / scope / email list	Cover Memo	5/11/2022	Memo_-_bid_backupada.pdf
<input type="checkbox"/> Agreement	Cover Memo	5/19/2022	Demo_and_Removal_Agreement_Conner_Constructionuada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	5/18/2022 - 1:58 PM	Item Pushed to Agenda

BID RECOMMENDATION

Bid No. 21/22-34, CDBG - Demolition & Removal Services

BIDDERS

BID TOTAL

Conner Construction and Demolition

312.50 per Ton Demo

16.50 per CY Fill Dirt

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

Victoria Hapner

Community Services Director

FUNDING SOURCE: CDBG Fund / CDBG 21-27 / Other Aids (Individuals)

RECOMMENDATION:

Recommend award to Conner Construction and Demolition

If only one bid is received, state reason why accepted and not re-bidding:

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES
PRICE SHEET

1) Mobile Homes Demolition and Debris Disposal (Price Per Ton): \$ 312.50

2) Fill Dirt (Price Per CY): \$ 16.50

Total of (1 + 2) above: \$ 329.00

***Individual projects will be subject to further negotiation if necessary based on condition or needs outside of what is anticipated in this bid.**

Total Bid (in words): THREE HUNDRED TWENTY-NINE AND 00/100

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CONTRACT EXECUTION INFORMATION:

COMPANY NAME: Conner Construction AND DEMOLITION

DESIGNATED SIGNEE: David Conner

MAILING ADDRESS: 4839 Hwy 17 SOUTH
GREEN COVE SPRINGS FL 32043

EMAIL: dsbconner@gmail.com

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: CONNER CONSTRUCTION AND DEMOLITION

ADDRESS: 4839 Hwy 17 SOUTH

GREEN COVE SPRINGS FL 32043

TELEPHONE: 904-810-8615

FAX #: _____

E-MAIL: dsbconner@gmail.com

Name of Person submitting Bid: DAVID CONNER

Title: OWNER

Signature: David Conner

Date: 23 APRIL 2022

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES

PURPOSE

Clay County is soliciting bid responses to assist the Development Services Department to provide demolition and removal services for various mobile homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG) This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at: <https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000>

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, and supervision required to complete the work. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Contractor is responsible for any/all required demolition permits required by local authorities and ordinances.

Contractor is responsible to legally dispose of all items at the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Mobile homes to be demolished will be unoccupied.

Contractor shall supply County with copy of landfill disposal receipts.

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of structures at the direction of the County Representative.

Individual projects are subject to further negotiation of scope of work and fee based on condition or needs outside of what is anticipated in this bid.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall conduct all demolition operations safely to prevent injury to people and ensure safe passage of people around demolition area.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage disposal operations to coincide with landfill operating hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

Time for completion of each project will be noted in a work order or purchase order issued per project.

BID AWARD

Bid award will be based on per ton cost on price sheet.

PAYMENT

Contractor may request payment no more than once monthly based on the amount of project work completed. The amount of such payments shall be the total value of the project work done to the date of the pay application.

ADDITIONAL SERVICES AND FEES

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

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

Contact	Origin	Subscription Created
904junkremoval@gmail.com	Upload	04/12/2022 03:51 PM EDT
accounting@bcrinc.com	Upload	04/12/2022 03:51 PM EDT
adruash@aol.com	Upload	04/12/2022 03:51 PM EDT
affordablejunkremovaljax@gmail.com	Signup Builder	04/12/2022 03:51 PM EDT
amber.hobbs@claycountygov.com	Upload	04/12/2022 03:26 PM EDT
amellowship@cpsweep.com	Upload	04/12/2022 03:51 PM EDT
bandmconstruction@att.net	Direct	04/12/2022 03:51 PM EDT
bonedive7@yahoo.com	Signup Builder	04/24/2022 02:39 PM EDT
calusakari@gmail.com	Upload	04/12/2022 03:51 PM EDT
cgalloway@garner-es.com	Upload	04/12/2022 03:51 PM EDT
chris@newtoncustomconstruction.com	Upload	04/12/2022 03:51 PM EDT
coastaldumpcompanyinc@gmail.com	Upload	04/12/2022 03:51 PM EDT
coastalhpp@gmail.com	Upload	04/12/2022 03:51 PM EDT
concretespecialist@aol.com	Upload	04/12/2022 03:51 PM EDT
david.carman99@gmail.com	Upload	04/12/2022 03:51 PM EDT
demoman@cfl.rr.com	Upload	04/12/2022 03:51 PM EDT
dhrinc2013@gmail.com	Upload	04/12/2022 03:51 PM EDT
donna.fish@claycountygov.com	Upload	04/12/2022 03:30 PM EDT
dsbconner@gmail.com	Signup Builder	04/12/2022 03:51 PM EDT
elmer@rbbaker.com	Direct	04/12/2022 03:51 PM EDT
gambler3365@yahoo.com	Upload	04/12/2022 03:51 PM EDT
garlandc@jbcowell.com	Direct	04/12/2022 03:51 PM EDT
garrett@wasteregulators.com	Upload	04/12/2022 03:51 PM EDT
gcssupplyfl@gmail.com	Upload	04/12/2022 03:51 PM EDT
gracefullawncare1@outlook.com	Upload	04/12/2022 03:51 PM EDT
hazhomes@gmail.com	Upload	04/12/2022 03:51 PM EDT
hjgrangerremoval@yahoo.com	Upload	04/12/2022 03:51 PM EDT
info@thebggroup.net	Upload	04/12/2022 03:51 PM EDT
janet@carltonconstruction.net	Upload	04/12/2022 03:51 PM EDT
jbibuilders.jax@gmail.com	Upload	04/12/2022 03:51 PM EDT
jbirt1845@gmail.com	Upload	04/12/2022 03:51 PM EDT
katherine.bliss@constructconnect.com	Signup Builder	04/13/2022 01:50 PM EDT
ken.marquis@comcast.net	Upload	04/12/2022 03:51 PM EDT
kurt@4klanddev.com	Upload	04/12/2022 03:51 PM EDT
lynn@perkinsrealty.com	Upload	04/12/2022 03:51 PM EDT
Mfrisbeebwc@gmail.com	Direct	04/12/2022 03:51 PM EDT
mgetka@jdog.com	Upload	04/12/2022 03:51 PM EDT
nixonoutdoorservices@gmail.com	Upload	04/12/2022 03:51 PM EDT
northfloridadock@gmail.com	Upload	04/12/2022 03:51 PM EDT
pouria@standupguys.biz	Upload	04/12/2022 03:51 PM EDT
rcassidy@jdog.com	Upload	04/12/2022 03:51 PM EDT
renata.shedrick@jandjrecycle.com	Upload	04/12/2022 03:51 PM EDT
ronnie@ancientcitycustoms.com	Upload	04/12/2022 03:51 PM EDT
sabrina@legacyclay.com	Upload	04/12/2022 03:51 PM EDT
samantha.radomski@claycountygov.com	Upload	04/12/2022 04:34 PM EDT
sethhawes99@gmail.com	Upload	04/12/2022 03:51 PM EDT

steve@pickettconstruction.com
tdecker@constructionjournal.com
tiffany@tfrinc.com
tkhaulinginc@gmail.com
tweber@arscorp.com
waylonwadewoods@gmail.com
whitenerstractor@gmail.com

Upload	04/12/2022 03:51 PM EDT
Signup Builder	04/13/2022 12:17 PM EDT
Signup Builder	04/12/2022 03:51 PM EDT
Upload	04/12/2022 03:51 PM EDT
Upload	04/12/2022 03:51 PM EDT
Upload	04/12/2022 03:51 PM EDT
Direct	04/12/2022 03:51 PM EDT

Clay County Agreement/Contract No. 2021/2022 – _____

AGREEMENT FOR CDBG DEMOLITION AND REMOVAL SERVICES

This Agreement for CDBG Demolition and Removal Services (“Agreement”) is made and entered into as of the ____ day of May, 2022 (“Effective Date”) between Conner Construction and Demolition, LLC, a Florida Limited Liability Company (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County has been designated an Entitlement Grantee as a “Qualified Urban County” by the United States Department of Housing and Urban Development (HUD), which entitles the County to receive an annual allocation of Community Development Block Grant (CDBG) Funds directly from HUD to implement housing and community development projects throughout the County; and

WHEREAS, HUD requires the development and submission of a Consolidated Plan, which shall include an Annual Action Plan, a Citizen Participation Plan, an Analysis of Impediments to Fair Housing Choice, and a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, as an Entitlement Grantee, the County will receive CDBG Funds annually through formula allocation by HUD, and with these funds, the County will work to promote affordable housing initiatives and create a suitable living environment for low- to moderate income households; and

WHEREAS, on September 28, 2021, the Board of County Commissioners of Clay County, Florida approved Resolution No. 2020/2201-113 amending Resolution 20/21-91, approving the substantial amendments to the County’s 2021-2025 CDBG Consolidated Plan, the FY 2021-2022 Annual Action Plan and the Citizen Participation Plan, and approving the amended proposed allocations of CDBG entitlement funds estimated for FY 2021-2022; and

WHEREAS, the County and HUD entered into a Funding Approval/Grant Agreement with a Program Year Start Date of October 1, 2021 related to the use of CDBG Funds approved for use by the County during FY 2021-2022; and

WHEREAS, the County issued a Request for Bids, Bid No.: 21/22-34 (“Bid”), to engage a contractor to provide demolition and removal services for various mobile homes throughout Clay County for eligible residents through the CDBG Program on an as-needed basis; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services (“Contractor’s Response”); and

WHEREAS, the County evaluated Contractor’s qualifications, and the County selected the Contractor based on the Contractor’s Response; and

WHEREAS, the Contractor is qualified and has experience in providing the requested services; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all requirements and attachments incorporated into the Bid and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

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

SECTION 1. SCOPE OF SERVICES

1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work, labor, and supervision required to provide demolition and removal services for various mobile homes throughout Clay County on an as-needed basis in accordance with the Bid Scope of Work attached hereto as **Attachment A** and incorporated herein by reference. "Services" shall mean the scope of work to be provided, services rendered, or supplies, materials, equipment and the like delivered, provided, or installed under this Agreement. The Services shall be performed for eligible residents through the CDBG Program, which is made available through a federal allocation of funds from HUD.

1.2. All Services shall be assigned by the County to the Contractor via a Purchase Order and/or Task Authorization which will set forth the Services being authorized for the Contractor to perform along with the location, final completion date, and other pertinent details related to the Services. Any Services performed by the Contractor prior to the issuance of a Purchase Order and/or Task Authorization are at the sole risk of the Contractor and are not subject to payment by the County.

1.3. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Victoria Hapner, Community and Social Services Manager, or designee.

1.4. In providing the Services, the Contractor must:

- A. Be familiar with the Services, requirements, and the conditions under which the Services are to be completed.
- B. Provide all temporary signs, marking and traffic control when required and/or requested by the County.
- C. Coordinate work days and hours with the Project Manager.
- D. Meet and/or communicate with the Project Manager as needed and as requested by the Project Manager to review the status of the Services, critical activities, and overall performance.

- E. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.

1.5. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement, including, but not limited to providing supervisory personnel at the location(s) where Services are being performed. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing the names of key/supervisory personnel assigned to the Services.

1.6. The Services are subject to inspection by the County. If on inspection, the Services are found to be deficient and/or unsatisfactory as determined by the County, the Project Manager shall notify the Contractor of those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor shall notify the Project Manager that all Remedial Services have been completed. If the County determines that deficiencies remain, the Contractor shall be notified and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.

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

1.8. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Additionally, the Contractor must comply with Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

1.9. The County, by virtue of this Agreement, gives the Contractor no guarantee of any services or any specific amount of services or Purchase Orders/Task Authorizations that may be issued or assigned during the term of this Agreement.

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

SECTION 2. ADDITIONAL WORK AND FEES

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

SECTION 3. TERM AND TIMELY PERFORMANCE

3.1. The term of this Agreement shall commence on the Effective Date and shall continue through September 30, 2022. The Agreement may be extended and/or renewed upon subsequent written agreement of the parties subject to funding approval/grant agreement by HUD for CDBG Funds, and if the County deems it to be in the County’s best interest to do so.

3.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of any assigned Services. The Contractor agrees to timely perform all assigned Services in accordance with this Agreement and the Purchase Order and/or Task Authorization issued for the Services.

SECTION 4. PAYMENT FOR WORK

4.1. Payments will be made by the County to the Contractor for all Services actually authorized and performed under a Purchase Order and/or Task Authorization at the prices set forth in the Price Sheet attached hereto as **Attachment B** and incorporated herein by reference, upon presentation of an Invoice submitted to the County in accordance with Section 5. The County reserves the right to add, delete, and/or modify the items listed in the Price Sheet along the right to negotiate additional items as needed.

4.2. The unit prices in the Price Sheet shall include any and all costs, fees, and charges associated with providing all material, labor, equipment, and any other additional charges and costs associated with performance of the Services. The County shall not be charged for any costs other than those listed in the Price Sheet unless authorized in writing by the County.

SECTION 5. PAYMENT PROCEDURES

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

5.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Services done or completed. Invoices shall be signed by the Contractor and must include the following information and items:

- 1) The Contractor's name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.
- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Task Authorization number.
- 4) The period of the Services covered by the Invoice.
- 5) The total amount of payment requested and landfill disposal receipts as applicable.
- 6) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
- 7) The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

5.3. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, performed to determine whether the quality of the Services are as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

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

5.5. The Parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

5.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials

supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials associated with any assigned Services their pro rata shares of the payment for all Services completed and materials supplied. The term “subcontractor”, as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

5.7. It is agreed and understood that the acceptance of payment for Services by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for the Services under this Agreement. Neither the acceptance of the Services nor payment by the County shall be deemed to be a waiver of the County’s right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Services not discovered by the County at the time of inspection. The County retains the right to recover damages for the recovery of defective or deficient Services not discovered by County at the time of inspection. After payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation.

SECTION 6. CHANGE ORDERS

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

6.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

SECTION 7. INSURANCE

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

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises (each occurrence fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

7.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. The certificates of insurance for the required coverages, with the exception of Workers’ Compensation, 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 Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide a thirty (30) day prior written notification to the County’s Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 8. INDEMNIFICATION; SOVEREIGN IMMUNITY

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and the U.S. Department of Housing and Urban Development (HUD) including their

officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, arising out of the Contractor's performance of the Services under this Agreement.

8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and 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.

8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT AND TERMINATION

9.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement and/or Purchase Order/Task Authorization; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Services on time or as directed by the Project Manager; fails to perform the Services with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Services; performs the Services unsuitably or neglects or refuses to remove materials or to perform anew such Services as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Services, or fails to resume Services which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

9.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

9.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give twenty (20) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as is specifically authorized in writing by the County.

9.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

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

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

9.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts

of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 10. LIQUIDATED DAMAGES

10.1. The Contractor must adhere to the final completion date set forth in a Purchase Order and/or Task Authorization authorizing the Services. In the event the Services are not fully completed by the final completion date, which may be revised upon written consent of the County, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

10.2. The parties hereto mutually understand and agree that time is of the essence in the performance of the Services and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services, will be difficult, if not impossible, to definitely ascertain and quantify.

10.3. Should the Contractor fail to complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization authorizing the Services, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **\$100.00** per workday for each and every day after the final completion date set forth in the Purchase Order and/or Task Authorization until final completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The final completion date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding.

10.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

10.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the

amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

10.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. AUTHORITY TO SUSPEND WORK

11.1. The County Representative and/or Project Manager shall have the authority to suspend the Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Services. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of any Services by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Services will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. AUDIT OF CONTRACTOR'S RECORDS

12.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives. The Contractor and any of its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Contractor must make the records available upon request.

12.2. All records connected with this Agreement must be retained for a period of six (6) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

12.3. Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

SECTION 13. TAXES

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

SECTION 14. APPROPRIATED FUNDS

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

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 16. PUBLIC RECORDS

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

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;

- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 17. SUBCONTRACTORS

17.1. Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County.

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

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

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

SECTION 18. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY

18.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services and shall conduct all Services safely to prevent injury to people and to ensure safe passage of people around the demolition area. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials. It shall be the Contractor's responsibility to ensure that its personnel and all equipment operators are performing Services in a safe manner and in compliance with all applicable state, federal and OSHA rules, ordinances, laws, and regulations.

18.2. The Contractor shall preserve from damage all property, including, but not limited to, structures, utilities, services, roads, fencing, vehicles, landscaping, trees, and shrubbery along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Services on or around such property.

18.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or Project Manager may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the

County Representative and/or Project Manager, provided that such property has not been damaged as a result from the performance of the Services or through fault of the Contractor, its employees or agents.

SECTION 19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

19.1. The Contractor acknowledges that CDBG Funds will be used by the County to pay for the Services provided under this Agreement.

19.2. The Contractor acknowledges that the County as a recipient of CDBG Funds must complete financial, performance, and compliance reporting as may be required. The Contractor agrees to support the County's efforts to comply with any reporting obligations as required and established by HUD.

19.3. The Contractor agrees to comply with all applicable CDBG requirements including, but not limited to the requirements and conditions attached to the Bid and 24 CFR governing Housing and Urban Development. To the extent applicable to the Services under this Agreement, the Contractor agrees to comply with and shall require all of its subcontractors to comply with the CDBG Requirements attached hereto as **Attachment C**, HUD Federal Labor Standards Provisions attached hereto as **Attachment D**, David Bacon Wage Decision attached hereto as **Attachment E**, and 24 CFR 85.36 – Procurement attached hereto as **Attachment F**.

19.4. The Contractor hereby certifies that the following Certifications executed by the Contractor in its response to the Bid and attached hereto are still valid and are incorporated herein by reference:

- Certification Regarding Debarment, Suspension, and Ineligibility - **Attachment G**
- Anti-Lobbying Certification - **Attachment H**
- Certification of Payments to Influence Federal Transactions - **Attachment I**
- Affidavit and Certification for Claiming Status as a Section 3 Business **Attachment J**
- Section 3 Compliance Report: Existing Core Workforce List - **Attachment K**
- Acknowledgement of Terms, Conditions, and Grant Clauses - **Attachment L**

The Contractor agrees to execute any additional certifications or documents that the County and/or HUD may reasonably require.

19.5. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement, and expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontractor agreement.

19.6. If the Contractor enters into any contracts or agreements with any third parties, vendors, subconsultants, subcontractors, etc., then any such contract or agreement must include the provisions as required under this Agreement and must attach and incorporate the Attachments identified in this Agreement.

SECTION 20. PUBLIC ENTITIES CRIMES

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

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

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

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

SECTION 21. NON-DISCRIMINATION

21.1. In performance of this Agreement, the Contractor agrees to comply with the following statutes and regulations prohibiting discrimination:

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

employment, public accommodations, transportation, State and local government services, and telecommunications.

SECTION 22. SUSPENSION AND DEBARMENT

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

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

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

SECTION 23. LOBBYING PROHIBITION CERTIFICATION

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

SECTION 24. AMENDMENT OR MODIFICATION OF AGREEMENT

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

SECTION 25. INDEPENDENT CONTRACTOR

25.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 26. NO ASSIGNMENT

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

SECTION 27. NO THIRD-PARTY BENEFICIARIES

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

SECTION 28. FURTHER ASSURANCES

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

SECTION 29. REMEDIES

29.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 30. GOVERNING LAW AND VENUE

30.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 31. ATTORNEYS' FEES

31.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 32. NOTICE

32.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Conner Construction and Demolition
4839 Highway 17 South
Green Cove Springs, FL 32043
Attention: David Conner, Owner

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Victoria Hapner

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

SECTION 33. WAIVER

33.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 34. SEVERABILITY

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

SECTION 35. HEADINGS

35.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 36. COUNTERPARTS

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

SECTION 37. ATTACHMENTS

37.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	Bid Scope of Work
Attachment B	Price Sheet
Attachment C	CDBG Requirements
Attachment D	HUD Federal Labor Standards Provisions
Attachment E	Davis Bacon Wage Decision
Attachment F	24 CFR 85.36 – Procurement
Attachment G	Certification Regarding Debarment, Suspension, and Ineligibility
Attachment H	Anti-Lobbying Certification
Attachment I	Certification of Payments to Influence Federal Transactions
Attachment J	Affidavit and Certification for Claiming Status as a Section 3 Business
Attachment K	Section 3 Compliance Report: Existing Core Workforce List
Attachment L	Acknowledgement of Terms, Conditions, and Grant Clauses

SECTION 38. AUTHORITY

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**CONNER CONSTRUCTION AND
DEMOLITION, LLC**

By: _____

Print Name: _____

Print Title: _____

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____

Wayne Bolla
Its Chairman

ATTEST:

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

F:\Contract\grant agreements\CDBG\Demo and Removal.doc

ATTACHMENT A
RFP SCOPE OF WORK

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES

PURPOSE

Clay County is soliciting bid responses to assist the Development Services Department to provide demolition and removal services for various mobile homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG) This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at: <https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000>

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, and supervision required to complete the work. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Contractor is responsible for any/all required demolition permits required by local authorities and ordinances.

Contractor is responsible to legally dispose of all items at the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Mobile homes to be demolished will be unoccupied.

Contractor shall supply County with copy of landfill disposal receipts.

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of structures at the direction of the County Representative.

Individual projects are subject to further negotiation of scope of work and fee based on condition or needs outside of what is anticipated in this bid.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall conduct all demolition operations safely to prevent injury to people and ensure safe passage of people around demolition area.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage disposal operations to coincide with landfill operating hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

Time for completion of each project will be noted in a work order or purchase order issued per project.

BID AWARD

Bid award will be based on per ton cost on price sheet.

PAYMENT

Contractor may request payment no more than once monthly based on the amount of project work completed. The amount of such payments shall be the total value of the project work done to the date of the pay application.

ADDITIONAL SERVICES AND FEES

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

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

ATTACHMENT B
PRICE SHEET

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES
PRICE SHEET

1) Mobile Homes Demolition and Debris Disposal (Price Per Ton): \$ 312.50

2) Fill Dirt (Price Per CY): \$ 16.50

Total of (1 + 2) above: \$ 329.00

***Individual projects will be subject to further negotiation if necessary based on condition or needs outside of what is anticipated in this bid.**

Total Bid (in words): THREE HUNDRED TWENTY-NINE AND 00/100

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CONTRACT EXECUTION INFORMATION:

COMPANY NAME: Conner Construction AND DEMOLITION

DESIGNATED SIGNEE: David Conner

MAILING ADDRESS: 4839 Hwy 17 SOUTH
GREEN COVE SPRINGS FL 32043

EMAIL: dsbconner@gmail.com

ATTACHMENT C
CDBG REQUIREMENTS

CDBG REQUIREMENTS:

1. ANTI-LOBBYING CLAUSE (Cone of Silence):

Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.**

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

2.1 The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).

2.2 Bidder is requested to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Clay County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

3. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:

3.1 The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

3.2 The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

3.3 The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub- contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

3.4 An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4. RECORDS:

4.1 Retention: The bidder shall maintain such financial records and other records as may be prescribed by Clay County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of three years after final payment, or until they are audited by Clay County, whichever event occurs first.

4.2 Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to: Keep and maintain public records required by the County to perform the service.

4.3 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

4.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

4.5 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4.6 Apply by all requirements of the CDBG Supplemental Conditions, Federal Labor Standards Provision, and Section 3.

5. EMPLOYMENT ELIGIBILITY (USING E-VERIFY), AGENCY – VENDORS - CONTRACTORS:

5.1 Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement <http://www.dhs.gov/E-verify> ; and

5.2 Shall expressly require any contractors/consultants and subcontractors/consultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/consultant and subcontractor/consultant during the Agreement term.

6. CLEAN AIR ACT:

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

7. ENERGY POLICY AND CONSERVATION ACT:

CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

8. TERMINATION FOR CAUSE AND/OR CONVENIENCE

8.1 The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.

8.2 If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

9. DEBARMENT AND SUSPENSION

- 9.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 9.2 The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.3 This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clay County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 9.4 The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

- i. Minimum wages – (i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to

the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

- ii. Withholding - CCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, CCBOCC may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- iii. Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to CCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub- CONTRACTORS.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage

rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or sub- CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or sub- CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

iv. Apprentices and trainees – (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than

that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub- CONTRACTOR 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(II) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.
- i. Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.
- vi. Subcontracts. The CONTRACTOR or sub- CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub- CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any sub- CONTRACTOR or lower tier sub-CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.
- vii. Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 C.F.R. 5.12.
- viii. Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.
- ix. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general dispute's clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub- CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- x. Certification of eligibility – (i) By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- (ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal

Code, 18 U.S.C. 1001.

11. Contractor must be registered in Sam.gov for any federally funded project.

ATTACHMENT D
HUD FEDERAL LABOR
STANDARDS PROVISIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT E
DAVIS BACON WAGE DECISION

"General Decision Number: FL20220058 02/25/2022

Superseded General Decision Number: FL20210058

State: Florida

Construction Type: Residential

County: Clay County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0673-009 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro Crane, Locomotive Crane, Tower Crane, Truck Crane....	\$ 32.62	12.00
Gantry Crane, Bridge Crane..	\$ 28.81	12.00
Oiler.....	\$ 27.08	12.00

PLUM0234-003 09/01/2020

	Rates	Fringes
PLUMBER, Including HVAC Pipe Installation.....	\$ 31.09	15.45

SHEE0435-006 04/01/2021

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation).....	\$ 26.41	15.19

* SUFL2009-097 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 14.14 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.97 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.13	0.00
DRYWALL HANGER.....	\$ 12.35 **	0.00
ELECTRICIAN.....	\$ 11.79 **	0.00
FLOOR LAYER: Carpet.....	\$ 10.00 **	0.00
FORM WORKER.....	\$ 12.00 **	0.46
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 13.99 **	0.00
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 9.00 **	0.00
LABORER: Asphalt Raker.....	\$ 10.12 **	0.00
LABORER: Common or General.....	\$ 9.00 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.51 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46 **	0.00
LABORER: Pipelayer.....	\$ 11.93 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00

LABORER: Landscape and Irrigation.....	\$ 8.05 **	0.00
LATHER.....	\$ 14.20 **	0.00
OPERATOR: Asphalt Paver.....	\$ 11.63 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.72 **	0.00
OPERATOR: Bulldozer.....	\$ 12.40 **	0.00
OPERATOR: Distributor.....	\$ 11.41 **	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 12.75 **	0.00
OPERATOR: Roller.....	\$ 10.59 **	0.00
OPERATOR: Screed.....	\$ 10.93 **	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).....	\$ 10.68 **	0.00
PLASTERER.....	\$ 15.10	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 9.68 **	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
TILE SETTER.....	\$ 12.46 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.62 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.14 **	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

ATTACHMENT F
24 CFR 85.36 – PROCUREMENT

24 CFR 85.36 -Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and sub grantees **will use their own procurement procedures** which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub grantees **will maintain a written code of standards of conduct** governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, **real or apparent**, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and sub grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and sub grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and sub grantees **will maintain records** sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: **rationale for the method**

of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and sub grantees will use time and material type contracts *only* -

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. **Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern.** Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, **a brand name or equal description** may be used as a means to define the performance or other salient requirements of a procurement. **The specific features of the named brand which must be met by offerors shall be clearly** stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub grantees will ensure that all pre qualified lists of persons, firms, or products which are

used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed -

(1) ***Procurement by small purchase procedures.*** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.

(2) ***Procurement by sealed bids (formal advertising).*** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) ***Procurement by competitive proposals.*** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub grantees may use competitive proposal

procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) ***Procurement by noncompetitive proposals*** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

(iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract Cost And Price

(1) Grantee and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offerer is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and the sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price on a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (&85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical

specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:

- (i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract

terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40

U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

***** END OF DOCUMENT *****

**ATTACHMENT G
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND INELIGIBILITY**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Consultant certifies that:

1. This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

FIRM NAME: Conner Construction & Demolition

ADDRESS: 4839 Hwy 17 South Green Cove Springs FL 32043

FIRM'S AUTHORIZED OFFICIAL:

<u>DAVID CONNER</u>	<u>OWNER</u>	<u>David Conner</u>	<u>23 APR 2022</u>
Name	Title	Signature	Date

ATTACHMENT H
ANTI-LOBBYING CERTIFICATION

ANTI-LOBBYING CERTIFICATION

The undersigned Consultant certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, Conner Construction & Demolition, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Firm's Authorized Official

DAVID CONNOR OWNER

Name and Title of Firm's Authorized Official

22 Apr 2022

Date

**ATTACHMENT I
CERTIFICATION OF PAYMENTS
TO INFLUENCE FEDERAL
TRANSACTIONS**

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

Certification of Payments to Influence Federal Transactions

HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

DAVID CONNER

Name of Authorized Official

OWNER

Title

David Conner

Signature

22 Apr 2022

Date

ATTACHMENT J
AFFIDAVIT AND CERTIFICATION
FOR CLAIMING STATUS AS A
SECTION 3 BUSINESS

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

Affidavit for and Certification for Claiming Status as a Section 3 Business

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall to the greatest extent feasible, and consistent with existing Federal, State, and County rules and regulations, be directed to lo- and very low-income persons, particularly those receiving housing and assistance and to businesses that provide economic opportunities to these persons.

Any bid/proposal response for certain federally assisted projects that do not include this completed document will be considered non-responsive and not eligible for award.

Name of Business: Conner Construction AND Demolition
Contact Person: David Conner Title: Owner
Address of business: 4839 Hwy 17 South Green Cove Springs FL 32043
Telephone Number: 904.810.8615 Fax Number: _____
E-mail Address: dsbconner@gmail.com
Federal Employer Identification Number/SSN: 83-2133235

1. Type of business: Corporation Sole Proprietorship Partnership Joint Venture
(Check one)

2. Check where applicable and provide required documentation:

I am an individual, sole proprietorship, partnership corporation or joint venture **NOT** claiming a Section 3 status.

I am an individual sole proprietorship, partnership corporation or joint venture **claiming** a Section 3 status as:

A business that has a 51% ownership by a Section 3 qualified resident(s) (submit the following document(s): Section 3 Resident Self-Certification Forms

A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business were section 3 residents.

List of all current full-time employees, and,

List of employees claiming Section 3 residence status and for each such employee

PHA/IHA Residential lease less than three years from date of employment, or

Other evidence of Section 3 status less than three years from day of employment.

A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.

List of Section 3 subcontractor(s) and subcontract amount(s).

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: David Conner

Signature: David Conner Date: 22 Apr 2022

Title: Owner

NOTE: Clay County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

**ATTACHMENT K
SECTION 3 COMPLIANCE
REPORT: EXISTING CORE
WORKFORCE LIST**

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

**Section 3 Compliance Report
Existing Core Workforce List**

Must be completed by all contractors and sub-contractors prior to issuance of Notice to Proceed/Notice of Commencement.

Contractor is also required to provide this form to any subcontractors they hire for this project.

Contract Name: COBG DEMOLITION AND REMOVAL SERVICES
Project Name: _____
Project Address: VARIES
Contract Award Date: _____

The following is a list of "Core Employees." These employees have been on the active payroll prior to the bid advertisement for contract award. The contractor must submit this form prior to commencing work on the project.

Employee Name	SSN (last 4 digits only)	Job Classification	Hire Date	Date Last Employed

**Please attach additional page(s) if additional space is needed*

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

**Section 3 Compliance Report
Existing Core Workforce List**

Review the information below and check all that apply:

- We have not hired any new employees as a result of the award of contract.
- We have hired _____ employees since the award of contract.
- The number of newly hired employees that meet Section 3 criteria is _____.

For any newly hired positions since the award of contract, we have taken one or more of the following recruitment steps to hire employees who live within Clay County and who meet Section 3 criteria: (check all the apply)

- Advertised to fill vacancies in a local newspaper.
- Posted vacancies prominently at the job site.
- Placed signs or posters announcing vacancies at the local public housing authorities in Clay County.
- Distributed employment flyers in locations accessible to Section 3 Residents.
- Posted employment flyers in various locations within Clay County.
- Kept a log of all applications and for every position created by this project.
- Retain copies of employment applications completed by Section 3 resident.
- Other – Please provide details _____

By my signature below I am certifying the information provided herein is true and correct to the best of my knowledge.

Print name: _____

Signature: _____ Date: _____

Title: _____

**ATTACHMENT L
ACKNOWLEDGEMENT OF
TERMS, CONDITIONS, AND
GRANT CLAUSES**

BID No. 21/22-34, CDGB – DEMOLITION & REMOVAL SERVICES

Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name Conner Construction AND Demolition Date 22 APR 2022

Authorized Signature Janice Conner

Address 4839 Hwy 17 South Green Cove Springs FL

Solicitation/Contract # CLAY COUNTY BID 21/22 - 34



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County
Commissioners

DATE: 5/12/2022

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Collective Bargaining Agreement	Cover Memo	5/19/2022	BC_CBA_Agreement_2022-2024_5.16.pdf

REVIEWERS:

Department Reviewer	Action	Date	Comments
County Attorney Streeper, Lisa	Approved	5/18/2022 - 1:59 PM	Item Pushed to Agenda

CLAY COUNTY
AGREEMENT/CONTRACT # _____

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
AND
THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B",
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B
FISCAL YEARS 2022-2024

This Collective Bargaining Agreement (this Agreement) is made and executed between Clay County, a political subdivision of the State of Florida (the County), by and through its Board of County Commissioners (the Board), and The Clay County Fire/Rescue Professionals, International Association of Firefighters Local 3362B (the Union).

Recitals

WHEREAS, pursuant to Part II of Chapter 447, Florida Statutes, the Union is the certified bargaining agent on behalf of certain employees of the Fire/Rescue Division of the County's Department of Public Safety; and,

WHEREAS, the prior Collective Bargaining Agreement expired on September 30, 2021, pursuant to Article 28 thereof; and,

WHEREAS, pursuant to Article 28 of the prior Collective Bargaining Agreement, and pursuant to the requirements of Part II of Chapter 447, Florida Statutes, representatives of the Union (the Union's Bargaining Team) and of the County Manager (Management's Bargaining Team) met in a series of bargaining sessions commencing in the summer of 2021 and continuing to the spring of 2022, for the purpose of negotiating a new agreement to succeed the prior Collective Bargaining Agreement; and,

WHEREAS, the Union's Bargaining Team and Management's Bargaining Team reached a tentative agreement on a new Collective Bargaining Agreement to succeed the prior Collective Bargaining Agreement and to be in effect through September 30, 2024; and,

WHEREAS, the members of the bargaining unit represented by the Union have voted to ratify the Agreement; and,

WHEREAS, the Agreement was presented to the Board at its May 24, 2022 meeting, at which time the Board ratified the same; and,

WHEREAS, by their entry into this Agreement, the Union and the County desire to formally enter into the Agreement.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party and objections to the sufficiency and adequacy of which are hereby waived by each party, the parties agree as follows:

1. On and after the effective date of this Agreement, and continuing through September 30, 2024, the parties shall be governed under the terms of the Agreement attached hereto as Exhibit A.
2. The prior Collective Bargaining Agreement expired by its terms on September 30, 2021.
3. The effective date of this Agreement shall be the date and time that it shall have been ratified by both the Union and the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each.

UNION:

The Clay County Fire/Rescue Professionals
Unit "B", International Association of
Firefighters Local 3362B

By: _____
Joshua Eric Soles, President

COUNTY:

Clay County, a political subdivision of the
State of Florida, by and through its Board of
County Commissioners

By: _____
Wayne Bolla, Chairman

ATTEST:

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

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

AND

THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B",

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B

FISCAL YEARS 2022-2024

Contents

ARTICLE 1 – PREAMBLE	3
ARTICLE 2 – UNION RECOGNITION	5
ARTICLE 3 – UNION ACTIVITIES	6
ARTICLE 4 – UNION SECURITY AND CHECK-OFF	8
ARTICLE 5 – SAVINGS AND SEVERABILITY	9
ARTICLE 6 – MANAGEMENT RIGHTS	10
ARTICLE 7 – STRIKE AND LOCK OUT PROHIBITION	13
ARTICLE 8 – SPECIAL MEETINGS	15
ARTICLE 9 – GRIEVANCE PROCEDURE	16
ARTICLE 10 – WORK RULES	20
ARTICLE 11 – DISCIPLINE AND DISCHARGE	21
ARTICLE 12 – DRUG AND ALCOHOL ABUSE POLICY	22
ARTICLE 13 – SAFETY AND HEALTH	29
ARTICLE 14 – PROBATION	34
ARTICLE 15 – WORK HOURS AND OVERTIME	36
ARTICLE 16 – WAGES	39
ARTICLE 16A- INCENTIVES	43
ARTICLE 17 – HOLIDAYS	45
ARTICLE 18 – WORKERS COMPENSATION	48
ARTICLE 19 – SHIFT EXCHANGING	51
ARTICLE 20 – EDUCATIONAL INCENTIVE	52
ARTICLE 21 – PREVAILING RIGHTS	55
ARTICLE 22 – RANK STRUCTURE	58
ARTICLE 23 – STRESS MANAGEMENT	59
ARTICLE 24 – LAYOFF	60
ARTICLE 25 – PHYSICAL FITNESS	62
ARTICLE 26 – UNIFORMS	63
ARTICLE 27 – LEAVE	65
ARTICLE 28 – DURATION AND REOPENER	72

Article 1 – Preamble

1.1 Parties

This Agreement is entered into by and between The Clay County Board of County Commissioners, on behalf of Clay County, a political subdivision of the State of Florida, herein sometimes referred to as the “Employer”, and The Clay County Fire/Rescue Professionals Unit “B”, International Association of Firefighters Local 3362B, herein sometimes referred to as the “Union”.

1.2 Intent

It is the intent of this Agreement to:

- (a) Assure a mutually sound and beneficial working relationship between the Union and the Employer.
- (b) Provide an orderly and peaceful means for resolving conflicts and misunderstandings which may arise.
- (c) Establish rates of pay, hours worked, and terms and conditions of employment.
- (d) Provide a fair day’s work in return for a fair day’s pay.
- (e) Provide conditions of employment suitable to maintaining a competent work force.
- (f) The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with the employment, promotion, or training remembering that the public interest requires the full utilization of the employee’s skill and ability without regard to race, color, creed, national origin, ancestry, handicap, sex or other discrimination as outlined in the Florida Statutes.

1.3 Individual Agreements

No individual agreement between the Employer and any member of the bargaining unit represented by the Union that is contrary to the terms of this Agreement shall be enforceable.

1.4 Maintenance of Service

The Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public. Therefore, both parties recognize the need for continuous, uninterrupted, and reliable service to the public.

1.5 Agreement Integration

- (a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- (b) The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- (c) This Agreement constitutes the entire agreement of the parties, and any modification of or amendment to this Agreement shall be in writing and fully executed by the parties hereto, else be deemed ineffective and not binding.

1.6 **General Definitions**

As used herein, the following terms shall have the following meanings:

- (a) “Department” means the Department of Public Safety of the Employer.
- (b) “Division” means the Fire/Rescue Division of the Department.
- (c) “Fire Chief” means the Fire Chief of the Department.
- (d) “Firefighter CBA” means the then-current collective bargaining agreement between the Employer and the Union governing Division personnel holding the rank of Firefighter, Engineer, Lieutenant, Captain or Communications Specialist.
- (e) “Seniority” means the length of service of a bargaining unit member with the Division.
- (f) “Superiority in Rank” refers to seniority within the rank provided in Section 2.4 of Article 2.

Article 2 – Union Recognition

2.1 Union Status

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those bargaining unit members that the Union is authorized to represent, for the purpose of bargaining collectively in the determination of wages, hours, and terms and conditions of employment of such members.

2.2 Gender References

Whenever a male gender is used in this Agreement, it shall be construed to include both male and female bargaining unit members.

2.3 Bargaining Unit Member Defined

A bargaining unit member or member of the bargaining unit, as used in this Agreement, means any full-time employed member of the Department holding the rank set forth in section 2.4 who is employed to engage in emergency medical services, suppression or extinguishment of fires, dispatching of Fire/Rescue crews, fire prevention and training, and other related duties.

2.4 Bargaining Unit Composition

The bargaining unit is comprised of all bargaining unit members, as certified by the Public Employees Relations Commission (PERC), holding the following rank:

Battalion Chief

The Employer and the Union acknowledge that the above title, with appropriate job description, has been mutually submitted to PERC. The bargaining unit includes Fire Safety Inspectors and Training Officers when meeting the above classifications.

2.5 Union President

The Union President or his or her designee will be the official spokesperson for the Union in any matters pertaining to this Agreement and other Union business.

Article 3 – Union Activities

3.1 Non-Discrimination

Employees of the Division shall have the right to form, join, and participate in, or refrain from joining, or participating in, the Union. There shall be no discrimination or intimidation against any bargaining unit member because of his or her membership or lack of membership in the Union, or by virtue of holding office in the Union, except that the certified bargaining agent shall not be required to process grievances for bargaining unit members who are not members of the Union.

3.2 Union Time Pool

- (a) Each member of the bargaining unit may donate earned annual leave, not to exceed fifty hours per year, and earned sick leave, not to exceed fifty hours per year, toward a pool of time which may be drawn upon at the discretion of the Union President or Vice-President; provided, the Fire Chief or the Fire Chief's designee must be notified in advance of the intention to draw upon the leave pool, and may deny its use in any particular case for just cause only, which shall include reduction in manpower below minimum levels of service.
- (b) Union time pool donations under subsection (a) shall be collected from the bargaining unit members submitted on the appropriate Time Pool Donation form. Requests for use of Union pool time shall be requested on the existing leave request form, and the appropriate Deputy Chief notified. Charges against the Union time pool shall be hour for hour, except as provided in subsection (c). The Employer shall determine whether the Union time pool shall be charged a regular or overtime rate. Such determination shall be indicated on the leave request form, and the white (employee) copy returned to the Union President. Charges against the Union pool time shall only be made with the approval of the Union President or Vice-President, with subsequent approval by the Fire Chief or the Fire Chief's designee.
- (c) The Employer shall charge the Union time pool hour for hour, or one and one-half hours for each hour of overtime worked, as appropriate, by a bargaining unit member during the time said member is replacing another member utilizing the Union time pool under this article. If the Employer desires a replacement for a bargaining unit member utilizing the Union time pool, it shall be the responsibility of the Employer to provide such replacement.

3.3 Representation

- (a) The Officers of the Union (President, Vice-President, Secretary, Treasurer) may take reasonable time off during working hours without loss of pay to negotiate with Management, or to represent bargaining unit members at disciplinary hearings, grievance, or arbitration proceedings. Representation at such

proceedings will normally be one Officer, designated by the Union President. Each Union representative requesting time off with pay for any of the above purposes must obtain the approval of the Fire Chief or the Fire Chief's designee, prior to taking time off.

- (b) The Union shall furnish a list of the Union Officers to the Fire Chief, and any changes will be promptly reported by the Union to both. These officers shall include President, Vice-President, Secretary, Treasurer, and Stewards.

Article 4 – Union Security and Check-Off

4.1 Digital Access

The Employer will, within fifteen days after ratification of this Agreement, and without cost to the Union, provide digital access to this Agreement in each working location.

4.2 Dues Deduction

Upon receipt of written authorization from a bargaining unit member, the Employer will deduct from the member's pay the amount the member owes the Union for dues. This provision will provide for twenty-six deductions per year. The Employer shall remit the amount deducted to the Union within thirty calendar days. The Union will certify changes in the Union membership dues rate by notifying the Employer in writing at least thirty calendar days in advance of the effective date of such change. The Union's certification shall include the signature of the authorized officer or officers of the Union. The Employer's remittance will be deemed correct if the Union does not notify the Employer within fourteen calendar days after a remittance is received, that the Union believes the remittance is incorrect, and the reason for that belief. A bargaining unit member may revoke his or her authorization for dues deduction by giving the Union and Employer notice in writing thirty days in advance.

4.3 Indemnification

The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any deduction for Union dues.

4.4 Union Activities

The President or his designated representative shall have the right to present the views of Union members. All Union activities are protected to the extent they are authorized by law or by this Agreement.

4.5 Policies and SOPs

All bargaining unit members are covered by this Agreement, by current Division policies and procedures, by written directives, and by Standard Operating Procedures (SOPs) of the Division, as amended from time to time. Additionally, all bargaining unit members are covered by the County's Personnel Policies Manual in effect as of the date of this Agreement, as may be amended from time to time, except for the following: Sections 2.0, 3.0, 4.0, 5.0, 6.0, and 10.0, Subsections 7.01, 7.02, 7.03, 7.04, 7.05, 7.07, 7.08, 7.09, 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 11.03, 11.05, 13.1, 13.11, 13.12, 20.03 and 20.04 and Subsections of Section 14.0 that are expressly addressed in this Agreement. In the event of a conflict between any of the above referenced policies, procedures, directives or manual sections and the express provisions of this Agreement, the express provisions of this Agreement shall govern and supersede them. No changes shall be made that change the intent of this Agreement except by mutual consent. All manuals and directives governing bargaining unit members shall be provided to each working location.

Article 5 – Savings and Severability

5.1 Employer's Rights

- (a) Any of the rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.
- (b) The exercise by the Employer of any inherent and common law management right, function, privilege or prerogative held or enjoyed by the Employer not expressly modified or restricted by a specific provision of this Agreement shall not in any way, directly or indirectly, be subject to grievance or arbitration procedures.
- (c) The Employer has no obligation to bargain over its decision to exercise any such right, function, privilege or prerogative, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

5.2 Severability

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court having jurisdiction in respect thereof, or by reason of any existing or subsequently enacted legislation, then

- (a) The remaining articles and sections of this Agreement shall remain in full force and effect; and,
- (b) The Union and the Employer will meet within thirty days to negotiate a replacement for the provision found to be invalid.

Article 6 – Management Rights

6.1 Contracting/Subcontracting

The Employer reserves the right to contract/subcontract existing or future work, provided, the Employer shall have no right to contract/subcontract such work if the same is motivated by anti-Union animus. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.

6.2 Employer's Reserved Rights

- (a) It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude bargaining unit members or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours, and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.
- (b) Except as expressly provided in this Agreement, the Employer retains the sole and exclusive right and prerogative:
 - (1) To manage its operations and direct the work of the bargaining unit members, including the rights to declare the number and location of stations, the operation of motorized equipment, the scope of services to be performed, the methods of service;
 - (2) To determine whether and to what extent the work required in its operations shall be performed by bargaining unit members covered by this Agreement;
 - (3) To maintain order and efficiency in its stations and locations;
 - (4) To curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable;

- (5) To hire, lay-off, assign, reassign, promote or demote members of the bargaining unit with just and proper cause, and to determine the qualifications and to create and amend job descriptions;
 - (6) To determine the starting and quitting time, the schedule of work time and the number of hours to be worked, subject to the provisions of Section 6.1 if applicable;
 - (7) To require any member of the bargaining unit to take a physical or mental examination with proper cause, given by a health service or a physician or psychiatrist selected by the Employer;
 - (8) To make decisions regarding whether overtime work needs to be assigned;
 - (9) To discipline, suspend, and discharge any member of the bargaining unit with just cause;
 - (10) To determine staffing levels, assign, reassign, and deploy personnel;
 - (11) To have complete authority to exercise the rights set forth in this article and the powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement;
 - (12) To unilaterally determine the purpose of each of its constituent agencies, to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operations; and,
 - (13) To direct the members of the bargaining unit, to take disciplinary action for just cause, to relieve any member of the bargaining unit from duty because of lack of work or for other legitimate reasons, and to determine the methods, means and personnel by which the Employer's operations are to be conducted; provided, however, that the exercise of such rights shall not preclude members of the bargaining unit or their representatives from raising grievances, should the practical consequences of a decision on these matters violate this Agreement.
- (c) The rights of the Employer set forth in this article are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Employer in its management capacity.
- (d) Every incidental duty connected with operations enumerated in job descriptions is not always comprehensive or specifically required and members of the bargaining unit at the discretion of the Employer may be required to perform duties not within their specific job descriptions as long as the work is related to Division operations and has the approval of the Fire Chief.

- (e) Whenever it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Board of County Commissioners, County Manager and/or Fire Chief during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.
- (f) The Employer's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor shall the same preclude the Employer from exercising such function or right in some other way not in conflict with the express provisions of this Agreement.
- (g) Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement. The Employer has no obligation to bargain over its decision to repeal, modify or amend any work rule, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

Article 7 – Strike and Lock Out Prohibition

7.1 Strike Definition

As used in this article, the term “strike” shall mean:

- (a) The concerted failure of bargaining unit members to report for duty.
- (b) The concerted absence of bargaining unit members from their positions.
- (c) The concerted stoppage of work by bargaining unit members.
- (d) The concerted submission of resignations by bargaining unit members.
- (e) The concerted abstinence in whole or in part of any group of bargaining unit members from the full and faithful performance of their duties of employment with the Employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer.
- (f) The concerted failure of bargaining unit members to report for work after the expiration of this Agreement.
- (g) Picketing by bargaining unit members in furtherance of a work stoppage.
- (h) Any overt preparation, including, but not limited to, the establishment of strike funds with regard to engaging in any of the activities or conduct described in subsections (a) through (g) hereof.

7.2 Strikes Prohibited

The bargaining unit members agree, and the Union, on behalf of itself, its officers, its agents and its representatives, agrees that Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, prohibits them individually and collectively as public employees and as a union of public employees from participating in a strike against the Employer, and from instigating or supporting a strike in any manner. Persons violating such strike prohibition shall be subject to such penalties therefor as are provided by law.

7.3 Affirmation

Neither the bargaining unit members nor the Union nor any of its officers, agents or representatives shall engage in any strike or strike activities or other similar forms of interference with the operations of the Employer. In the event of a violation of this article or the strike prohibition of Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, by any bargaining unit member or members, then promptly upon the request of the Employer, the Union agrees to

encourage and direct such member or members to immediately cease and desist from the strike or strike activities giving rise to such violation and to return to work, and further agrees to publicly disavow such strike or strike activities.

7.4 **Penalties**

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all bargaining unit members who participate in, are parties to or promote any strike as defined in Section 7.1 shall be subject to disciplinary action up to and including termination of employment.

7.5 **Union Responsibility**

The Union shall be liable for any damages which may be suffered by the Employer as a result of a violation of Section 447.505, Florida Statutes, by the Union or its representatives, officers, or agents unless the Union publicly disavows the actions causing the violation within 24 hours of the occurrence thereof.

7.6 **Lock Outs Prohibited**

The Employer agrees not to lock out any bargaining unit members.

7.7 **Enforcement**

The circuit courts of this State shall have jurisdiction to enforce the provisions of this article by ex parte injunction and contempt proceedings, if necessary.

Article 8 – Special Meetings

8.1 Agreement to Meet

The Employer and the Union agree to meet and confer on matters of interest upon written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for making the request. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but these special meetings shall not be used to renegotiate this Agreement.

8.2 Time and Place

Such special meetings shall be held within ten calendar days of the receipt of the written request, and at a time and place mutually agreeable to both parties.

8.3 Staff Meetings

The Union President or his / her designee shall be allowed to attend quarterly staff meetings held by the Department.

Article 9 – Grievance Procedure

9.1 **Purpose**

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of the specific terms of this Agreement as provided in this article.

9.2 **Grievance Defined**

For the purpose of this Agreement, a grievance is defined as a claim or complaint that a bargaining unit member or group of bargaining unit members may have alleging that the Employer has violated a specific provision of this Agreement, provided that such specific provision is not a management prerogative and is not expressly excluded from the grievance and arbitration procedures of this article.

9.3 **Consideration during Working Hours**

Grievances may be taken up during the working time of the grievant upon mutual agreement between the Employer and the Union.

9.4 **Requirements**

Failure of the grievant to comply with this section shall render the grievance null and void. All grievances shall be processed in accordance with the procedures set forth in Section 9.5 hereof. All grievances proceeding beyond Step 1 as outlined in Section 9.5 must be reviewed by the Union's Executive Board prior to submittal, and the Executive Board shall communicate to the Employer in writing whether it supports the merits of the grievance or not. A grievance or grievance decision at any step may be submitted via email. All grievances must be in writing, and must contain the following information:

- (a) The specific article(s) and section(s) of this Agreement alleged to have been violated;
- (b) The date or dates the alleged violation occurred, a description of the facts and circumstances upon which the grievance is based in such detail as will place the Employer on reasonable notice of the alleged violation, and the specific remedy desired by the grievant;
- (c) Signature of grievant and date signed; and,
- (d) Designation of the specific Union representative if the grievant requests Union representation; provided, the specific Union representative designated may be replaced upon written notice to the Employer signed by the grievant or the Union President.

9.5 **Grievance Steps**

All grievances shall proceed in accordance with the following steps:

Step 1

The grievant shall present his or her grievance to the Fire Chief in writing within seven business days following the occurrence of the action giving rise to the grievance, provided that should the action giving rise to the grievance occur while the grievant is on authorized paid leave of absence or is on his or her scheduled day off the grievant shall have seven business days upon returning to his or her job to orally present the grievance. The Fire Chief will discuss and make an effort to resolve all grievances with fairness and justice for both the grievant and the Employer and shall, in writing, render and communicate a decision to the grievant within ten business days following the date the grievance was presented.

Step 2

If the grievant has not received satisfaction at Step 1, or the Fire Chief has failed to communicate a decision within the applicable time limit under Step 1, he or she may submit the grievance to the Human Resources Director. This must be accomplished in writing within ten business days after the Step 1 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 1, then within ten business days immediately following the expiration of such time limit. The Human Resources Director will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. This decision will normally be communicated to the grievant within ten business days following the presentation of the grievance to the Human Resources Director.

Step 3

If the grievant has not reached satisfaction at Step 2, or the Human Resource Director has failed to communicate a decision within the applicable time limit under Step 2, he or she may submit the grievance to the County Manager. This must be accomplished within five business days after the Step 2 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 2, then within five business days immediately following the expiration of such time limit. The County Manager will announce his or her decision, taking into consideration the decision reached at Steps 1 and 2. The County Manager will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. The decision of the County Manager shall be rendered and delivered to the grievant and the Union within ten business days following his or her receipt of the grievance. In the event the County Manager has failed to communicate a decision within the applicable time limit, the provisions of Section 9.7(a) shall apply.

9.6 **Rules for Grievance Processing**

- (a) Time limits at any step of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

- (b) Failure on the part of the Employer’s representative to issue a decision within the applicable time limit for a particular step shall be regarded as the denial of the grievance if no prior decision had been rendered, and otherwise shall be regarded as upholding the decision most recently rendered, and as such will entitle the grievant and/or the Union representative to proceed to the next step as provided for in Steps 1, 2 and 3. A grievance not advanced to a particular step within the applicable time limit shall be regarded as permanently withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered.
- (c) For purposes of this article, the term “business day” shall refer to any Monday, Tuesday, Wednesday, Thursday, or Friday on which the offices of the Government of Clay County are open for business. Saturdays, Sundays, Holidays, and any day on which a grievance is presented or received by either party shall not be considered in the calculation of time limits.
- (d) Either party may call a conference at any step of the grievance procedure.
- (e) Nothing in this Agreement shall be construed to prevent any bargaining unit member from presenting, at any time, his or her own grievance in person or by legal counsel, to the Employer, and having such grievance(s) adjusted without the intervention of the bargaining agent; provided the adjustment(s) is not inconsistent with the terms of this Agreement, and provided that the bargaining agent is given reasonable opportunity to be present at any meeting(s) called for resolution of such grievance(s).
- (f) In the event a grievance is brought on behalf of the entire bargaining unit membership, all time periods set forth in Section 9.5 within which any party’s representative must respond shall be increased by five business days.

9.7 **Arbitration**

Arbitration of grievances shall be as provided hereafter:

- (a) If the grievance is not settled in accordance with the provisions of Section 9.5, the Union may request arbitration. Requests for arbitration shall be submitted in writing to the Human Resources Director within ten business days after the grievant and the Union are notified of the Employer’s Step 3 decision, or, if no decision is rendered within the applicable time limit under Step 3, then within ten business days immediately following the expiration of such time limit. Requests for arbitration may be submitted via email. A grievance is considered to be withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered if arbitration is not so requested within ten business days after the Step 3 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 3, then within ten business days immediately following the expiration of such time limit.

- (b) An arbitrator shall be selected by mutual agreement of the parties. If an arbitrator cannot be selected by mutual agreement of the parties, then within fifteen days after written demand by either party upon the other, parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven impartial arbitrators, located within the State of Florida and particularly skilled in the matters involving local government employee relations. Each party shall have the right to alternately strike three names from the panel. The party exercising the first strike shall be established by coin toss or other impartial means. The remaining member of the panel shall be the arbitrator, and the parties shall so notify FMCS by joint letter within five business days after the selection.
- (c) The arbitration shall be conducted under the rules set forth in this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall consider and decide the merits of the underlying grievance.
- (d) All testimony given at the arbitration hearing will be under oath. The arbitrator shall submit his or her decision in writing within thirty calendar days after the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may mutually agree in writing to extend the time limit.
- (e) The compensation and expenses of the arbitrator shall be borne equally by both parties as determined by the arbitrator. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceeding shall pay for the record and/or stenographic services.
- (f) The arbitrator will decide all issues brought before him or her, including arbitrability, should it arise.

9.8 **Florida Arbitration Code**

Any decision rendered by an arbitrator under Section 9.7 shall be final and binding. Either party may apply to any court of competent jurisdiction to confirm, enforce, vacate, modify or correct any such decision, and may appeal any order or decision by such court, all in accordance with those provisions of the Florida Arbitration Code set forth in Sections 682.12 through 682.22, Florida Statutes.

9.9 **Exclusivity**

The procedures set forth in this article for settling grievances shall be to the exclusion of any other means available to the bargaining unit members for resolving such grievances; provided, the provisions of this section shall not be deemed to impair the right or ability of any bargaining unit member to bring an action or commence a proceeding in a court of competent jurisdiction or other appropriate legal forum with respect to any claim involving the statutory or constitutional rights of such bargaining unit member.

Article 10 – Work Rules

10.1 **General**

Work rules formulated or amended, and adopted after the effective date of this Agreement shall be adopted after meeting and discussing same with the Union. Work rules in effect on the effective date of this Agreement shall remain in force until repealed, modified or amended by the Fire Chief; provided, the parties shall bargain over any work rule repeal, modification or amendment that materially affects or impacts the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit prior to the implementation thereof.

10.2 **Writing Requirement**

All work rules and regulations shall be in writing and available digitally at each working location.

10.3 **Equal Applicability**

Work rules shall apply equally. In the event a rule or policy is being interpreted differently by the respective supervisors, written clarification shall be provided by the Fire Chief or his or her designee.

10.4 **Purchasing Committees**

The Employer shall convene joint Union-Management committees for the purpose of recommending purchases of major apparatus and medical equipment; provided, no recommendation of any such committee shall be binding on the Employer in any way.

10.5 **Employer's Rights**

Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement. The Employer has no obligation to bargain over its decision to repeal, modify or amend any work rule, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

Article 11 – Discipline and Discharge

11.1 **Cause**

No bargaining unit member shall be suspended without pay, discharged, reprimanded, demoted with reduction in compensation, or otherwise disciplined without proper cause.

11.2 **Notice and Timeliness**

The Employer agrees that disciplinary action shall be in a timely fashion and the bargaining unit member shall be notified of the potential of such disciplinary action within ten business days of the Employer becoming aware of the event(s) giving rise to the discipline, unless by so notifying the ability of the Employer to complete its investigation, or the investigation efforts of any law enforcement agency, are threatened or compromised as a result, in which case the bargaining unit member shall be notified as soon as practical following the cessation of the circumstances so threatening or compromising.

11.3 **Firefighter's Bill of Rights**

All investigations of bargaining unit members employed by the Employer as firefighters as defined in Section 112.81(1), Florida Statutes, shall adhere to the Florida Firefighter's Bill of Rights set forth in Section 112.82, Florida Statutes. Additionally, any investigation of a bargaining unit member relating to medical care shall be strictly in accordance with Florida Statutes, rules of the Department of Health and this Agreement.

11.4 **Representation**

- (a) When a bargaining unit member is questioned by Management and the member reasonably believes that the questioning may lead to disciplinary action against him or her, or may otherwise result in the termination of his or her employment, the member has the right to request that a Union representative be present at the meeting.
- (b) When a Union representative is not immediately available (on duty or off duty), the Employer shall postpone the meeting for a reasonable time in order for the bargaining unit member to obtain Union representation unless exigent circumstances then exist whereby the safety of persons or property, or the integrity or preservation of information or tangible evidence is at risk; provided, the provisions hereof shall never be applied in contravention of the Firefighter's Bill of Rights.

Article 12 – Drug and Alcohol Abuse Policy

12.1 Definitions/References

- (a) “Drug abuse” means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- (b) “Illegal drug” means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
- (c) “Alcohol” means ethanol alcohol or any beverage containing more than 0.5% of alcohol by volume, which is capable of use for beverage purposes either when alone or when diluted.
- (d) “Drug testing” means collection of a urine and/or hair follicle specimen and a laboratory analysis of the specimen(s) by EMIT immunoassay screening or the most current and appropriate technology that complies with the Testing Standards, and if positive, confirmatory testing using the Gas Chromatography/Mass Spectrometry (GC/MS) methods and procedures or the most current and appropriate technology that complies with the Testing Standards.
- (e) “Alcohol testing” means testing for blood alcohol by collecting a venous blood specimen and laboratory analysis thereon, and/or an evidential breath testing device approved, operated and maintained in substantial compliance with the rules and regulations promulgated under Chapter 11D-8, Florida Administrative Code, as the same may be amended from time to time, or its successor in function.
- (f) “Testing standards” means the testing standards established under the Testing Rule.
- (g) “Reasonable suspicion” means a suspicion which is based on specific, objective facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is warranted. Physical characteristics indicating reasonable suspicion may include but are not limited to, a drop in the bargaining unit member’s performance level, abnormal or erratic behavior, physical symptoms (glassy or blood-shot eyes, slurred speech, unsteady gait, poor coordination or reflexes), direct observation of drug or alcohol use, recurring work related accidents, excessive absenteeism or tardiness, impaired judgment, reasoning, or level of attention, behavioral changes, or decreased ability of the senses.

- (h) “BAC”, with respect to breath alcohol testing, means grams of alcohol per 210 liters of breath.
- (i) “MRO” means the Medical Review Officer described in Section 12.6.
- (j) “Testing Rule” means Rule 59A-24.006, Florida Administrative Code, or its successor in function.
- (k) “Licensed Laboratory” means a drug testing laboratory licensed under the Testing Rule.

12.2 **Testing Circumstances**

The Employer may require a bargaining unit member to submit to drug and/or alcohol testing under any of the following circumstances:

- (a) As part of the member’s annual physical exam, if the Department establishes such a program.
- (b) Whenever two managerial employees concur that there is a reasonable suspicion that a member is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the member is abusing illegal drugs or alcohol which may be adversely affecting his or her job performance or pose a threat to safety, in accordance with Section 12.1(g).
- (c) Whenever a member is involved in a vehicle accident.
- (d) At any time within two years after a member has been counseled or otherwise disciplined because of a problem with illegal drugs or alcohol, or within two years after a member has tested positive for the presence of illegal drugs or alcohol.
- (e) Pursuant to an unannounced and random drug and alcohol testing call that has taken place in accordance with the following procedures:
 - (1) A lottery system shall be used, based on the shift and station assignments of the members. A station number and shift shall be drawn randomly, and all members who are on duty shall submit a urine sample while on duty.
 - (2) Random testing shall include a minimum of four members. If a shift and station is drawn of less than four members, a second drawing will be done for the same shift, and the members of both stations shall submit to testing.

12.3 **Testing Procedures**

- (a) Whenever a bargaining unit member is required to provide the specimen(s) for these testing procedures, the Employer shall follow chain of custody procedures;

provided, such chain of custody procedures shall not be applicable to alcohol testing utilizing an evidential breath testing device in accordance with Section 12.1(e). Chain of custody and drug testing shall be consistent with the Testing Standards, and performed only at a Licensed Laboratory. In this regard, the Employer shall promptly notify the Union President regarding the identity of the Licensed Laboratory under contract to the Employer. All drug testing as defined in Section 12.1(d) shall be done in strict accordance with the Testing Standards at a Licensed Laboratory.

- (b) Prior to submitting the specimen(s) for illegal drug or alcohol testing, the bargaining unit member shall sign a consent form authorizing the testing in accordance with this Agreement, and releasing the test results to appropriate Employer officials. The bargaining unit member shall also complete the medical history form, listing recent medications, both prescription and over-the-counter. The consent form shall provide space for the member to acknowledge that he or she understands the terms of this article. The Employer may require a statement from a physician, or physical proof confirming the use of prescription medications. Such proof shall be submitted in advance of the specimen collection, unless such collection is for reasonable suspicion.
- (c) If illegal drug testing is required under the provisions set forth in this Agreement, the Testing Standards shall be used to determine the levels at which detected substances shall be considered positive for purposes of both screening and confirmation.

Alcohol (ETOH) shall be tested as provided in Section 12.1(e). For breath alcohol (ETOH), the screening test cutoff shall be 0.02 BAC, and the confirmatory test cutoff shall be 0.04 BAC. For blood alcohol (ETOH), the screening test cutoff shall be 50 mg/dL, and the confirmatory test cutoff shall be 50 mg/dL.

- (d) The Employer shall comply with the following procedures for drug or alcohol testing to the extent that they are not inconsistent with the Testing Standards, and except as may otherwise be provided herein:
 - (1) The Employer shall submit the specimen(s) to an EMIT immunoassay test or the most current and appropriate technology that complies with the Testing Standards for initial screening purposes. If the results of this test are negative, no further testing will be performed.
 - (2) If the results of the initial screening test provided for in paragraph (1) are positive, the Employer will submit the same specimen(s) for a confirmatory test using the gas chromatography/mass spectrometry (GC/MS) method or the most current and appropriate technology that complies with the Testing Standards to verify the initial test results; provided, if the initial screening test was for alcohol utilizing an evidential

breath testing device in accordance with Section 12.1(e), then the confirmatory test shall be performed utilizing the blood serum specimen drawn in accordance with subsection (f), unless the bargaining unit member otherwise agrees as provided therein. The Employer will not notify any person about the initial positive results until said results have been confirmed as provided for in this section.

- (3) If the results of the second confirmatory test for illegal drugs or alcohol provided for in paragraph (2) are positive, as confirmed by a qualified MRO, the Employer shall promptly notify the bargaining unit member of the results. If the results are negative, no further testing will be performed.
- (e) Chain of custody procedures shall require that an approved chain of custody form be used from the time of collection to the time of receipt by the laboratory, and of an appropriate Testing Laboratory chain of custody form to account for the specimen(s) submitted for testing. Chain of custody forms shall, at a minimum, include:
- (1) an entry documenting date and purpose for each time the specimen(s) or aliquot is handled or transferred, and,
 - (2) the identification of every individual in the chain of custody.
- (f) Any other provisions of this article to the contrary notwithstanding, the Employer may elect to conduct any initial screening test for alcohol by means of an evidential breath testing device in accordance with Section 12.1(e). In the event the results of such initial screening test are positive, then the subject thereof shall forthwith submit to the drawing of a blood serum specimen for the confirmatory test in accordance with subsection (d), unless the subject agrees that the confirmatory test shall be conducted utilizing the same evidential breath testing device. The Employer may not conduct any confirmatory test utilizing an evidential breath testing device unless the subject thereof shall agree. If the results of any confirmatory test for alcohol utilizing a blood serum specimen are positive, then the same and the results of any initial screening test with respect thereto utilizing an evidential breath testing device shall not be rendered invalid should it be determined that said device was not approved, operated or maintained in accordance with Section 12.1(e).

12.4 **Reasonable Suspicion**

- (a) If a supervisor has reasonable suspicion in accordance with Section 12.1(g), he or she shall:
- (1) Notify the next higher ranking supervisor in his or her chain of command that is not the subject of the suspicion to request a personal observation and review of specific, objective instances of the bargaining unit

member's conduct to confirm that reasonable suspicion exists. The member may not be subject to testing without the confirmation of reasonable suspicion by a second managerial employee.

- (2) Prohibit the bargaining unit member from assuming or continuing his or her duties.
 - (3) Transport the bargaining unit member to the designated testing site for testing and, after testing, arrange for safe transportation to the bargaining unit member's residence or a place selected by a relative or friend of the member, unless the member refuses.
 - (4) Prepare appropriate documentation to support the reasonable suspicion, and actions taken based on reasonable suspicion.
- (b) If reasonable suspicion exists, the bargaining unit member may be removed from a pay status pending the outcome of testing. If the testing shows no illegal drug or alcohol activity, all lost wages shall be paid.
 - (c) Only the County Manager, Human Resources Director, or Fire Chief may order random testing. Supervisors below the level of the Fire Chief are prohibited from demanding or encouraging alcohol or illegal drug testing without reasonable suspicion. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary and legal action for improper disclosure, unless such disclosure is required by law.

12.5 **Privacy**

- (a) All specimens shall be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy if appropriate and necessary. The integrity and identity of all specimens shall be assured.
- (b) All information from a bargaining unit member's illegal drug or alcohol test is considered sensitive information and only those employees, representatives, and agents of the Employer who possess the "need to know" are to be informed of test results. Disclosure of records relating to an illegal drug or alcohol test to any other person, agency, or organization is prohibited unless written authorization is obtained from the bargaining unit member, or unless disclosure is otherwise required by law.
- (c) All records pertaining to the collection or testing of illegal drugs or alcohol shall be kept by the Employer in a separate medical file. The Department shall implement procedures to prevent the unauthorized disclosure of any information pertaining to testing of any bargaining unit member for illegal drugs or alcohol.

Any results of positive testing which the Employer later determines to have been refuted shall have affixed thereto the subsequent refutation.

12.6 **Medical Review Officer**

- (a) The MRO must be provided by the laboratory or be contracted by the Employer for the purpose of interpreting laboratory results pursuant to this article, the Testing Standards and Florida law.
- (b) When confirmed positive results are reported by the Testing Laboratory, it is the responsibility of the MRO to:
 - (1) Review the tested individual's relevant history; and,
 - (2) Determine whether there is a legitimate medical explanation for the positive results, including over-the-counter medications, prescription medications, or food substances known to have falsely yielded positive results.
- (c) The MRO may request the Testing Laboratory to re-analyze the original specimen in order to verify accuracy of the reported results.
- (d) The MRO shall not convey the test results to the Employer until the MRO has made a definite determination that the submitted sample was positive or negative.

12.7 **Rehabilitative/Corrective Action**

- (a) The tested bargaining unit member shall be presented with copies of the reports from the Testing Laboratory of the specimen(s) submitted, and be afforded an opportunity to discuss the test results before any disciplinary action is imposed.
- (b) The Employer may require a bargaining unit member who has tested positive for the presence of illegal drugs or alcohol to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This subsection shall not be construed to limit the Employer's right to take appropriate disciplinary action when a bargaining unit member tests positive for the presence of illegal drugs or alcohol, including but not limited to discharge from employment in accordance with Section 440.102(11)(b), Florida Statutes, or its successor in function.
- (c) Any bargaining unit member who refuses to submit to illegal drug or alcohol testing as required by this article shall be subject to discipline, up to and including discharge from employment.
- (d) A bargaining unit member whose positive test results can be substantiated by a legitimate medical explanation shall not be subject to discipline.

12.8 **Costs**

- (a) The Employer shall pay the costs of any physical examinations and tests required by this article.
- (b) Physical examinations and/or specimens will normally be obtained while the bargaining unit member is on duty. If a bargaining unit member is required to submit to examinations or testing during off-duty hours, the member shall be paid for all time required for the examination and/or testing. This provision applies to all aspects of illegal drug or alcohol testing.
- (c) The physical examinations and tests will be performed by medical personnel selected by the Employer.

12.9 **Training**

- (a) All Department personnel shall receive training on illegal drug and alcohol abuse.
- (b) The lack of such training shall not affect the validity of any “reasonable suspicion” determination.

Article 13 – Safety and Health

13.1 Safety Objectives

The Employer and the Union will cooperate in the continuing objective of limiting or eliminating safety and health hazards due to unsafe working conditions within the Employer's purview.

13.2 JOSH Committee

The Employer and the Union shall maintain a Joint Occupational Safety and Health (JOSH) Committee, which shall serve as the workplace safety committee contemplated under Section 633.522, Florida Statutes.

- (a) The voting membership of the JOSH Committee shall consist of:
 - (1) Two members of the Union appointed by its President.
 - (2) Two Employer's representatives appointed by the Fire Chief, at least one of whom shall be employed within the Division.
 - (3) One individual jointly selected by the President of the Union and the Fire Chief.
- (b) One alternate shall be selected for the Employer's representatives, as will one for the Union. The alternates may attend JOSH Committee meetings, but are only voting members in the absence of a normal representative. If either group represented fails to fill a vacancy, meetings shall continue with alternates and/or ex-officio members in place to maintain the voting quorum.
- (c) Pursuant to Section 633.522, Florida Statutes, the Employer shall compensate Union JOSH Committee members at their regular rate of pay for time actually elapsed during any JOSH Committee meeting which they may attend as voting members, not to include subcommittee business.
- (d) The Fire Chief and the Union President shall serve as ex-officio members to the JOSH Committee, and are only voting members if used as alternates.
- (e) The Union shall provide a list of its JOSH Committee representatives to the Fire Chief, as will the Fire Chief provide a list of the Management JOSH Committee representatives to the Union.
- (f) A chairperson of the JOSH Committee will be jointly selected by the members, with the representative being Union or Management on alternating years.

13.3 JOSH Committee Meetings

The JOSH Committee shall hold meetings as needed upon prior notice to all of the JOSH

Committee members and to the Division's personnel. Meetings are open to attendance by members of the Division; however, the meetings are not open forum. Division members wishing to address the JOSH Committee shall make a written request to do so to the chairperson thereof, including the specific topic and desired action. The Fire Chief shall cause minutes of each JOSH Committee meeting to be prepared, and may cause audio recordings of each such meeting to be made. The Fire Chief shall keep and maintain records of all JOSH Committee meetings, which shall include notices, agendas, minutes, any audio recordings, any documentary or other materials provided or presented to JOSH Committee members at any such meetings, any written reports, recommendations, guidelines, procedures or other documents issued by the JOSH Committee, and any written responses by the Fire Chief to matters acted upon or presented by the JOSH Committee. Such records shall be subject to inspection by the Florida Division of State Fire Marshall as provided in Section 633.522, Florida Statutes.

13.4 **JOSH Committee Activities**

The JOSH Committee shall:

- (a) Make recommendations for corrections of hazardous conditions or unsafe work methods.
- (b) Review safety practices and current procedures, including accident and illness prevention programs, and make recommendations regarding the development or improvement thereof, if appropriate.
- (c) Develop, at the request of the Fire Chief or upon the initiative of the JOSH Committee with the Fire Chief's prior approval, Standard Operating Procedures (SOPs) relating to health, safety, specifications for protective apparel, and/or equipment, suitable for protecting life and promoting employment and workplace health and safety.
- (d) Review and investigate accidents, safety-related incidents, illnesses and deaths involving personnel and/or equipment within the Division, determine errors, omissions in personnel operation, deficiencies in equipment, etc., and prepare reports regarding the same and recommendations regarding measures to minimize the recurrence thereof, if appropriate.
- (e) Review accidents not involving personnel and/or equipment within the Division, determining actions that could be used to prevent similar occurrence in Clay County.
- (f) Prepare written recommendations to the Fire Chief and Union President regarding their topic investigations, reports, projects, etc.
- (g) Evaluate changes in specifications for protective clothing, equipment, tools, appliances, and apparatus to be purchased by the Division, and issue reports to the Fire Chief and Union President concerning such changes.

- (h) Make periodic safety inspections of Division workplace facilities.
- (i) Make periodic safety inspections of Division apparatus, protective equipment, protective clothing and devices and review work methods and conditions, including training procedures.
- (j) Review and recommend updates to guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h), as appropriate.
- (k) Review and recommend updates to procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h), as appropriate.

13.5 **Recommending Disciplinary Action**

The JOSH Committee shall NOT propose disciplinary action against individual members of the Division.

13.6 **JOSH Committee Recommendations**

- (a) Recommendations or findings of the JOSH Committee shall be addressed to the Fire Chief and Union President with target dates for implementation, and shall not be considered binding on the Employer. The Fire Chief shall, upon receipt of any JOSH Committee recommendation:
 - (1) Within fourteen days, acknowledge receipt of the recommendation to the JOSH Committee chairperson.
 - (2) Within thirty days provide a written response either accepting the recommendation or setting forth the reason(s) why implementing the recommendation(s) is either rejected or to be delayed.
- (b) The Fire Chief shall maintain written guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such guidelines may be based in whole or in part upon the JOSH Committee's recommended guidelines, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.
- (c) The provisions of subsection (a) to the contrary notwithstanding, the Fire Chief shall maintain written procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such procedures may be based in whole or in part upon the JOSH Committee's recommended procedures, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.

13.7 **Union Duties**

With the understanding that the job responsibilities and duties of Fire/Rescue personnel are inherently dangerous by nature, the Union agrees that it will cooperate and actively pursue that its membership properly utilize issued or provided protective equipment or apparel and follow official Division SOPs. The Union agrees that willful neglect by an employee to properly utilize said equipment or to follow official Division SOPs can be the proper cause for disciplinary action.

13.8 **Mutual Goal**

The Employer and the Union have as a mutual goal the introduction into service of new and improved technology, methods and means of carrying out the responsibility of the Division, and that innovation and experimentation consistent with maximum safety is a part of this responsibility. Management will make every effort in good faith to initiate training on any new technology prior to implementation.

13.9 **Vaccinations and Screening**

The Employer will provide hepatitis “B” vaccinations (Recombivax or latest proven variant) and surface antibody screening for all bargaining unit members, at no cost, and to keep such vaccinations current. Tetanus, PPD (tuberculosis) and flu shots shall also be offered annually or as needed to each bargaining unit member, without cost to the member.

13.10 **Materials and Equipment**

- (a) All firefighting personnel shall be provided with protective clothing and equipment as follows: Helmets, gloves, bunker coat, bunker pants, boots, and protective hoods.
- (b) Each Division apparatus shall be equipped with the following equipment:
 - 1. Self contained breathing apparatus (SCBA), one for each person assigned the apparatus.
 - 2. One PASS device for each SCBA.
 - 3. One hand light for each employee assigned the apparatus.
- (c) All Division apparatus will comply with all applicable federal and state standards. All protective clothing, equipment, tools, appliances, and apparatus will meet or exceed such standards at the time of the purchase thereof.

13.11 **Status**

The bargaining unit members of the JOSH Committee, when performing the several duties described herein as a member thereof, shall be deemed to be acting in furtherance of the Employer’s business within the meaning of Section 440.11, Florida Statutes, subject to any applicable provisions thereof.

13.12 **JOSH Committee Provisions Inapplicable**

In the event a JOSH Committee is established under the Firefighter CBA under substantially the same terms and conditions as are provided in Sections 13.2 through 13.6, then Sections 13.2 through 13.6 shall not be in effect, but Section 13.11 shall apply to any bargaining unit member who is a member of the JOSH Committee established under the Firefighter CBA.

Article 14 – Probation

14.1 Purpose

The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the newly promoted or hired bargaining unit member's work, and for securing the most effective adjustment of the newly promoted or hired member to his or her position.

14.2 Promotion Probation

- (a) In the event a bargaining unit member is promoted to the rank of Battalion Chief from a rank governed under the Firefighter CBA or is initially hired at the rank of Battalion Chief, the member shall serve a probationary period of six months of continuous employment from the date of promotion or hire. Upon the expiration of the probationary period, the Fire Chief and Human Resources Director shall either approve, in writing, retention of the member in the rank, at which time the member shall be granted regular status, or disapprove retention of the member. In the event the Fire Chief and Human Resources Director disapprove or otherwise fail to approve retention, then, if promoted, the member shall automatically revert to the rank governed under the Firefighter CBA from which he or she was promoted, or, if newly hired, the member shall be separated from employment with the Employer. Any reversion in rank may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously. Any separation from employment of any newly hired member shall be absolutely final, with no rights of appeal to any authority, including such grievance/arbitration process.
- (b) Should a bargaining unit member promoted to the rank of Battalion Chief from a rank governed under the Firefighter CBA request a voluntary demotion, upon approval by the Fire Chief, the member may voluntarily demote to the rank from which he or she was promoted. The Fire Chief's decision regarding any such voluntary demotion may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously.

14.3 Leave

During a bargaining unit member's probationary period under Section 14.2, annual leave shall accrue to the member's benefit. A newly hired member may only use annual leave as accrued after six months of continuous employment with the Division, and sick leave as accrued after three months of continuous employment with the Division during the probationary period. The Fire Chief or designee may waive the limitations of this section for just cause.

14.4 **Discipline**

The following provisions govern the imposition of disciplinary action during the probationary period under Section 14.2:

- (a) A newly hired bargaining unit member may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to terminate such member's employment without cause during the probationary period. The provisions of the grievance/arbitration process shall not be available as it relates to such termination; however, the member shall have access to the grievance/arbitration process as it relates to any other matter, including discipline.
- (b) A bargaining unit member promoted from a rank governed under the Firefighter CBA may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to demote such member without cause during the probationary period to the rank from which he or she was promoted.

14.5 **Time Worked**

During a bargaining unit member's probationary period under Section 14.2, the member's use of any leave with pay as provided in this Agreement shall count as time worked for the purpose of fulfilling the probationary period. Leave of absence without pay, whether approved or unapproved, shall not count as time worked, and shall not be included in the calendar year calculation for the probationary period.

Article 15 – Work Hours and Overtime

15.1 Work Hours

The purpose of this article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked, days per week, or for any other period of time, except where specifically provided herein.

15.2 Work Period

- (a) The basic work period for bargaining unit members shall consist of a fourteen day work period, and other than staff personnel as provided in Section 15.9, the tour of duty for field personnel shall be twenty-four hours on duty, followed by forty-eight hours off-duty.
- (b) Time worked by bargaining unit members assigned to field positions in an amount less than or equal to one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated at the regular hourly rate of pay. Time worked in excess of one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated for at one and one half times the member's regular hourly rate of pay.
- (c) Bargaining unit members assigned to field positions shall not work more than seventy-two consecutive hours without an eight hour break in service except in times of declared emergencies or except when otherwise directed by the Fire Chief in the exercise of his or her discretion.

15.3 Shift Exchanging

Should a bargaining unit member voluntarily exchange shifts with another bargaining unit member for the first member's convenience, no regular or overtime compensation will be payable to the substituting member, nor shall the hours the substituting member worked as a substitute be included by the Employer in the calculation of the hours for which the substituting member is entitled to overtime compensation. The hours worked by the substituting member shall be credited to the first member only. All shift exchanging shall be in accordance with Article 19, and the substitution must be approved by the Fire Chief or his or her designee in advance.

15.4 Rate of Pay

Rate of pay shall be calculated as provided in Articles 16 and 16A.

15.5 Overtime

- (a) Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due a bargaining unit member, only the hours actually worked shall be counted. Paid holidays, Union time and paid leave shall not be included as hours worked for purposes of overtime payment, except that paid leave used specifically for the purpose of bargaining over any amendments or successor to this Agreement, or any subject of mandatory bargaining, shall be included as hours worked for purposes of determining overtime payment; provided, the Employer and the Union shall

cooperate to the fullest extent reasonably practicable to avoid or minimize the scheduling of bargaining sessions that may require the use of paid leave. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

- (b) Bargaining unit members assigned to a 40 hour work week may elect to receive compensatory leave or “comp time” at the rate of 1 ½ hours per hour worked over 40 in a work week. No bargaining unit member may accrue more than 80 hours of comp time. All comp time must be used by the member no later than September 15 of the fiscal year during which it is accrued. Unused comp time as of September 15 each year, will be paid out to the member at the rate of pay in effect at the time of payment. Any member who separates employment with unused, accrued comp time available, will receive payment for such time at the rate of pay in effect at the time of payment.

15.6 **Overtime Assignment**

- (a) Consistent with Section 6.2(b)(8) of Article 6, the decision to assign overtime is a management right. It is the responsibility of the Employer to distribute the opportunity for overtime work, via the designated automated staffing program, equally to all eligible bargaining unit members through the implementation of such policies and procedures as the Employer may deem appropriate, as may be amended from time to time in the Employer’s discretion to promote the goal of equal overtime opportunity.
- (b) No bargaining unit member shall authorize overtime for himself or herself but shall be entitled to overtime work only as assigned or authorized by the Fire Chief or his or her designee. The Employer has the right to schedule overtime work as needed, and in a manner most advantageous to the Employer, and may decline to fill a particular vacancy in its sole discretion, or may fill a particular vacancy in its sole discretion.
- (c) Any bargaining unit member assigned to a 24 hour shift position who does not have a relief present at shift change shall so advise the appropriate supervisor.
- (d) If any bargaining unit member is instructed or required to hold over for relief, he or she shall receive thirty minutes pay; if that time exceeds thirty minutes, he or she shall receive one hour’s pay; if that time exceeds one hour, he or she shall be compensated at intervals of fifteen minutes.
- (e) Any bargaining unit member called back to work after having been relieved and having left the assigned workstation, or called in before his regular scheduled work time shall be paid the actual time worked at their hourly rate for a minimum of two (2) hours pay. Any bargaining unit member who accepts or is mandated an extra duty assignment that is cancelled or reduced in time within four (4) hours prior to the start time shall be paid at their hourly rate for a minimum of two (2) hours pay.

15.7 **Reporting Requirements**

All bargaining unit members shall be required to report to work on time, shall not leave their job early unless properly relieved, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

15.8 **Assignment Changes**

Bargaining unit members covered by this Agreement shall be given notice during their previous shift of any change in their regular hours of work, work period, tour of duty, or work shift, unless an unscheduled absence by another employee or an emergency necessitates lesser notice.

15.9 **Staff Personnel**

Bargaining unit members assigned to staff positions such as Training, Fire Prevention/Inspections and other support or supervisory positions on a full-time basis shall continue their present 40-hour work week.

Article 16 – Wages

16.1 Pay Plan

- (a) For purposes of this section, the Pay Plan means the pay plan set forth in Section 16.7.
- (b) No bargaining unit member shall be paid at a wage rate greater than the maximum or less than the minimum established for the member's classification as set forth in the pay plan.
- (c) On the effective date of this Agreement, each bargaining unit member shall be paid the annual base pay reflected in the applicable matrix of the pay plan for the member's current rank and stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.
- (d) Each bargaining unit member who is hired on or after the effective date of this Agreement shall be paid the annual base pay reflected in the applicable matrix of the pay plan at Stage 1, and shall be deemed for purposes of the pay plan to have 8 years of service.
- (e) When a bargaining unit member is promoted to the rank of Battalion Chief after the effective date of this Agreement, the member's pay shall be the amount reflected in the matrix of the pay plan for the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter, effective the first full pay period immediately following the date of promotion.
- (f) Effective the first full pay period immediately following the anniversary of the date that a bargaining unit member commenced employment with the Employer working in the capacity of a firefighter, the annual base pay for such member shall be adjusted to the amount reflected in the applicable matrix of the pay plan for the member's rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter if such years of service advances the member to the next stage in the matrix, unless such amount is less than the member's Initial Annual Base Pay.
- (g) No adjustments shall be made to any bargaining unit member's pay after September 30, 2024.

16.2 Direct Deposit

All bargaining unit members shall have the member's paycheck delivered by direct deposit to any banking or other financial institution providing savings or checking account services on the payday applicable to the paycheck. Any exemption from direct deposit must be requested by the member to the Fire Chief and include justification for such request. Exemption requests will be considered on a case by case basis.

16.3 **Working out of Classification**

- (a) A bargaining unit member not on probation who has been temporarily assigned by the Fire Chief or designee to perform the duties of a position or rank above Battalion Chief shall receive an increase in the member's pay of 10% for all timed worked under the temporary assignment.
- (b) The temporary assignment of a bargaining unit member to a lower paying classification shall not result in the reduction of such member's pay.

16.4 **Notification of Discrepancies**

The Employer agrees to promptly notify the Union President of any discrepancies between the amounts contemplated in this Article, and the amounts currently on file, while implementing this Article.

16.5 **Pay Rate Adjustment on Reassignment for Limited Duty**

- (a) Whenever a member of the bargaining unit is reassigned from a 24 hour shift position to a communications position or to a 40 hour work week, the member's current annual base pay shall be adjusted as follows to derive the member's hourly base rate:

Annual base pay in effect immediately prior to the reassignment
times 1.05 DIVIDED by 2080.

- (b) With regard to any Holiday Leave hours earned and accrued prior to a reassignment under subsection (a) for which the member ultimately receives payment under Section 17.4, such payment shall be calculated based upon the member's hourly rate of pay in effect immediately prior to the transfer.
- (c) Any incentive pay the member was receiving prior to a reassignment shall continue to be paid to the member so long as the member remains qualified to receive the same.
- (d) Upon being reassigned back to a 24 hour shift position, a member of the bargaining unit transferred under subsection (a) shall be placed back into their applicable position in the pay matrix in accordance with their rank and years of service.
- (e) Whenever a member of the bargaining unit is demoted by order of the Fire Chief to a rank governed under the Firefighter CBA, the member's annual base pay shall be adjusted to the amount therefor reflected in the applicable matrix of the Pay Plan provided in the Firefighter CBA for the member's new rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.

16.6 **Florida Supplemental Compensation**

Every bargaining unit member who meets the definition of firefighter as set forth in

Section 633.30(1), Florida Statutes, who is certified in compliance with Section 633.35, Florida Statutes, shall be entitled to supplemental compensation when such bargaining unit member has complied with one of the following criteria, following the initial date of certification of eligibility by the Division of State Fire Marshal:

1. Any such bargaining unit member who receives an applicable associate degree from an accredited college as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

2. Any such bargaining unit member who receives an applicable bachelor's degree from an accredited college or university as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

No bargaining unit member shall receive supplemental compensation under the provisions of more than one of subsection 1. or 2. above at any one time. Such supplemental compensation shall not be reflected in the member's hourly rate of pay.

16.7 **Pay Plan**

The Pay Plan shall be as set forth in the following matrices:

Article 16 Pay Matrix Fiscal Year 2021-22		
Years	Annual Base Wage	Hourly Rate
8	\$82,325.97	\$28.27
9	\$83,972.49	\$28.84
10	\$86,071.80	\$29.56
12	\$88,223.60	\$30.30
14	\$90,429.19	\$31.05
16	\$92,689.92	\$31.83
18	\$95,470.62	\$32.79
20	\$98,334.49	\$33.77
22	\$101,284.78	\$34.78
24	\$104,323.32	\$35.83

**Article 16 Pay Matrix Fiscal
Year 2022-23**

Years	Annual Base Pay	Hourly Rate
8	\$85,619.01	\$29.40
9	\$87,331.39	\$29.99
10	\$89,514.68	\$30.74
12	\$91,752.54	\$31.51
14	\$94,046.36	\$32.30
16	\$96,397.52	\$33.10
18	\$99,289.44	\$34.10
20	\$102,267.87	\$35.12
22	\$105,336.17	\$36.17
24	\$108,496.25	\$37.26

**Article 16 Pay Matrix Fiscal
Year 2023-24**

Years	Annual Base Pay	Hourly Rate
8	\$88,530.06	\$30.40
9	\$90,300.66	\$31.01
10	\$92,558.18	\$31.79
12	\$94,872.13	\$32.58
14	\$97,243.93	\$33.39
16	\$99,675.03	\$34.23
18	\$102,665.28	\$35.26
20	\$105,744.97	\$36.31
22	\$108,917.60	\$37.40
24	\$112,185.13	\$38.53

Article 16 A– Incentives

16A.1 Payment of Incentive and Assignment Pay

Incentive Pay and Assignment Pay will begin the effective date that the bargaining unit member is approved for the incentive or scheduled for the assignment by the Fire Chief. All incentive pay and assignment pay will be paid each pay period.

16A.2 Special Operations/Haz-Mat

A bargaining unit member designated and assigned duties by the Fire Chief as a Special Operations and/or Hazardous-Materials Responder shall be entitled to the Special Operations Responder Incentive of thirty-one dollars (\$31.00) per pay period for each designation. The Fire Chief shall have the discretion to determine the number of Special Operations and/or Haz-Mat Responders required. Retention of the Special Operations Responder and/or Haz-Mat designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a Special Operations and/or Haz-Mat Responder.

16A.3 Fire Safety Inspector

A bargaining unit member with a current certification as a fire safety inspector from the State Fire Marshal's Office who is designated and assigned duties by the Fire Chief as a fire safety inspector shall be entitled to Fire Safety Inspector Incentive Pay of thirty-one dollars (\$31.00) per pay period. The Fire Chief shall have the discretion to determine the number of fire safety inspectors required. Retention of the fire safety inspector designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a fire safety inspector.

16A.4 Paramedic

A bargaining unit member who possesses and maintains a State of Florida Paramedic Certification shall be entitled to a Paramedic Incentive per pay period as follows:

FY21-22	Three hundred and eight dollars (\$308.00) per pay period;
FY22-23	Three hundred and fifty dollars (\$350.00) per pay period;
FY23-24	Three hundred and eighty-five dollars (\$385.00) per pay period.

The bargaining unit member must obtain and thereafter maintain approval by the Medical Director of his or her designation as a Paramedic to continue to qualify for the incentive. If a bargaining unit member is no longer designated as a Paramedic by the Medical Director, such member will no longer qualify for the Paramedic Incentive.

16A.5 Incident Safety Officer

A bargaining unit member who is certified as a Florida Incident Safety Officer shall be entitled to an incentive of thirty-one dollars (\$31.00) per pay period.

16A.6 Paid on Call

A bargaining unit member who is assigned “on call” status by the Fire Chief or his designee, and has been placed on the Department’s schedule as such, shall be paid a fee of one dollar (\$1.00) per hour for each day the bargaining unit member is subject to calls for service.

16A.7 Special Assignment

A bargaining unit member promoted or assigned to a special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions) that shifts from 24/7 to a forty (40) hour per week schedule on a fulltime basis may receive a wage rate adjustment of no less than six percent (6%) and no more than fifteen percent (15%) above their base pay as recommended by the Fire Chief. The differential pay shall not be applicable to a bargaining unit member temporarily assigned to an alternative schedule including transitional, restricted, or limited duty positions. In the event a differential is approved, the differential applies only while in the full-time special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions).

Article 17 – Holidays

17.1 Observed Holidays

For purposes of this Agreement, the term “Holiday” shall refer only to the date on which the holiday occurs for shift employees, and as designated by the Board of County Commissioners for 40 hour per week employees. Each of the following eleven days is recognized as a holiday (referred to herein as a “Holiday”) under the terms of this Agreement to be observed on the date specified by the Board of County Commissioners:

New Year’s Day
Birthday of Martin Luther King, Jr.
President’s Day
Memorial Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

17.2 Accrual Rate

Each member of the bargaining unit regularly assigned to work a twenty-four-hour shift shall earn leave (referred to herein as “Holiday Leave”) at the rate of twenty-four hours for each Holiday for which each of the accrual conditions set forth in Section 17.3 has been satisfied.

17.3 Accrual Conditions

In order for a member of the bargaining unit to earn Holiday Leave with respect to any Holiday, each of the following conditions must have been satisfied:

- (a) The member must have worked the member’s last scheduled working day immediately prior to the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician’s certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.
- (b) If the member was scheduled to work on the date on which the Holiday was observed, then on said date the member must either have worked or have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician’s certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

- (c) The member must have worked the member's first scheduled working day immediately following the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

17.4 **Holiday Leave Compensation or Utilization**

For purposes of this Article, each Holiday shall commence at 0800 on the date the Holiday is observed, and continue for twenty-four uninterrupted hours.

- (a) As Holiday Leave is earned, each member of the bargaining unit may elect to be compensated for the same during any pay period of the member's choice occurring within the same fiscal year that the Holiday is observed by so indicating on the member's time sheet, or to accrue the same within such year. No member shall be compensated for any Holiday Leave which has not been accrued. All Holiday Leave compensation shall be paid out in increments of twenty-four hours.
- (b) A member's election either to be compensated for Holiday Leave earned with respect to a particular Holiday or to accrue such Holiday Leave shall be evidenced on the member's time sheet for the pay period in which said Holiday is observed; provided, should the member decline or otherwise fail to evidence the member's election as provided in subsection (a), then the member shall be deemed to have elected to accrue such Holiday Leave within such fiscal year as opposed to being compensated for such Holiday Leave.
- (c) Accrued Holiday Leave may be utilized by a member in the same manner and subject to the same conditions as is provided in Article 27 for annual leave; provided, in the event any accrued Holiday Leave is not utilized by a member prior to the September 30 of the Employer's fiscal year during which the same was earned, then the member shall receive compensation therefor in the member's pay for first full pay period immediately following said September 30, and such accrued but not utilized Holiday Leave shall not be carried forward into any succeeding fiscal year.
- (d) Holiday Leave compensation shall be based upon a member's non-overtime Hourly Rate of Regular Pay provided in Article 16 and in effect at the time payment is made.

17.5 **Shift Exchanging**

Shift exchanging is permitted on any Holiday in accordance with Article 19.

17.6 **Staff Personnel**

Any other provisions of this Agreement to the contrary notwithstanding, staff personnel assigned to a 40 hour work week, shall not earn or accrue Holiday Leave under Section 17.2 or receive compensation under Section 17.4. Rather, such staff personnel shall

receive time off and compensation for each Holiday. If such staff personnel are required to work on any designated holiday, they shall be given another day off in that same work week, or be paid for the holiday and for the hours worked on the holiday at their regular hourly rate. If staff personnel work on the holiday, only the hours worked will be counted toward the calculation of overtime for that work week, not the holiday hours.

17.7 **Annual Leave**

Subject to the limits provided in Article 27, a member of the bargaining unit who is scheduled to work on the date on which a Holiday is observed shall be permitted to use accrued annual leave upon approval by the Fire Chief.

Article 18 – Workers Compensation

18.1 Injury-in-the-Line-of-Duty Pay

Any bargaining unit member who sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer shall, at the member's option, be entitled to receive "injury-in-the-line-of-duty" pay at the member's applicable Hourly Rate of Regular Pay, reduced by the amount of worker's compensation benefits received by the employee by reason of such temporary disability for wages lost during the same period, when absent from duty because of such temporary disability. The member's applicable Hourly Rate of Regular Pay shall be calculated in accordance with Section 16.7. Injury-in-the-line-of-duty pay shall be subject to the following limitations and conditions:

- (a) Duration: The period during which injury-in-the-line-of-duty pay shall accrue shall not exceed ten working days per fiscal year for any such injury; provided, the Employer may, in its sole discretion and with a concurring medical opinion, which discretion shall not be subject to contest or arbitration, continue paying the "injury-in-the-line-of-duty" pay for additional incremental periods of up to ten working days.
- (b) Claims: The temporarily disabled bargaining unit member must file a claim for worker's compensation lost wages benefits in the manner prescribed in Chapter 440, Florida Statutes. The Fire Chief and the Risk Manager may approve such claim for "injury-in-the-line-of-duty" pay when satisfied that the claim correctly states the facts and that such claim is entitled to payment.

18.2 Misconduct

Injury-in-the-line-of-duty pay shall not be paid for any temporary disability incurred as a result of a bargaining unit member's misconduct. Member misconduct includes any of the following:

- (a) Failure to be drug and alcohol free in accordance with the provisions of Article 12 of this Agreement (Drug and Alcohol Abuse Policy), and, if the Employer is not self-insured for workers compensation coverage, in accordance with Section 440.102, Florida Statutes, and any rules promulgated thereunder, to the extent that said statute or rules may be applicable.
- (b) Failure to utilize a member's personal protective equipment that has been provided to the member by the Employer for utilization as a condition of employment, or that has been supplied by the member and approved by the Employer for utilization as a condition of employment.
- (c) Failure of the member to follow or observe any applicable Standard Operating Procedure, safety rules, regulations, and safe work practices that have been brought to the knowledge of the member through training by the Employer.

The Employer shall not discharge, threaten to be discharge, intimidate, or coerce any bargaining unit member by reason of such member's valid claim for compensation or attempt to claim compensation under the Worker's Compensation Law.

18.3 **Periodic Examination**

- (a) Any bargaining unit member injured in the line of duty shall be examined not less than every ten working days by a physician selected by the Employer.
- (b) The physician shall determine whether the member is able to return to work.
- (c) An injured member employee shall have the right to prompt and proper medical care.
- (d) Should the member fail to keep a scheduled appointment with the physician or otherwise comply with this medical examination schedule, the Employer will have the right to immediately terminate injury-in-the-line-of-duty pay. If the member needs to re-schedule an appointment, the member shall contact the Fire Chief or the Fire Chief's designee for approval. This will be limited to one time and if approved the Fire Chief will notify the third party administrator if the Employer is self-insured.

18.4 **Ineligibility**

When a bargaining unit member becomes ineligible to receive injury-in-the-line-of-duty pay, his or her right to compensation shall be governed by the provisions of the Worker's Compensation Laws of the State of Florida, if any.

18.5 **Litigation**

If a bargaining unit member brings litigation or administrative action under the Worker's Compensation Law or any other causes of action while receiving injury-in-the-line-of-duty pay under this Article, the Employer shall have the right to immediately terminate injury-in-the-line-of-duty pay.

18.6 **Temporary Reassignment**

- (a) When a bargaining unit member sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer, he or she shall, for purposes of this Article, be automatically placed on a five day, forty hour work week, commencing at 0800 on the day following the date that the temporary disability was sustained or diagnosed.
- (b) When released by the physician for light duty, the member shall remain on a five day, forty hour work week and may be temporarily reassigned to such other duties as the Employer may have available, commensurate with medical and mental

fitness, until the physician releases the member to return to his or her regular, fulltime duties.

- (c) With the exception of staff personnel identified under Section 15.9, the Hourly Rate of Regular Pay for any bargaining unit member placed on a five day, forty hour work week under this article shall be calculated according to the formula set forth in Section 16.5 of Article 16.
- (d) With regard to the Return to Work and Light Duty Assignments policy approved by the Employer's Board of County Commissioners as of June 10, 2008, as the same may be amended from time to time, the Employer agrees to permit members meeting maximum medical improvement (MMI) an opportunity to apply for open positions within the county, at the advertised pay rate, provided they meet minimum qualifications and abilities, prior to being released or terminated.

18.7 **Forms**

Notice of Injury forms (DWC-1) and Occupational Exposure forms shall be available at each working location.

Article 19 – Shift Exchanging

19.1 **General**

A bargaining unit member covered by this Agreement may substitute for another member, provided that the substitution is approved in accordance with Departmental policy.

- (a) Under no circumstances shall remuneration be tendered from one member to another in exchange for time worked.
- (b) This article shall not provide an increase or decrease in compensation for any position worked.

Article 20 – Educational Incentive

20.1 Purpose

The purpose of this article is to improve the level of service provided to the public, by encouraging each bargaining unit member to obtain additional education and training that will improve the member's efficiency, performance and effectiveness in his or her present position, and prepare the member for enhanced responsibilities.

20.2 Educational Expense Reimbursement

Applications for reimbursement must be pre-approved by the Fire Chief and must include written proof that the bargaining unit member incurred the fees and/or costs and satisfactorily completed the approved program.

The Employer shall reimburse all or part of any educational expenses for satisfactory completion of formal academic course-work at an Employer-approved educational institution, leading to an associate, bachelor, master, or doctorate degree in the following skill areas: Public Safety Telecommunications, Paramedic, Firefighting, EMS, or other closely related educational programs, such expenses may include the cost of tuition, any fees charged and specifically associated with any approved course, textbooks, labs, and online courses, with a maximum reimbursement of up to \$1,200.00 per bargaining unit member per fiscal year, subject to the availability of funds budgeted therefor with no obligation on the part of the Employer to budget or maintain any level of funds available therefor. Satisfactory completion includes the letter grade A, B or C, "Pass", "Complete", and "Satisfactory". There shall be no payment in advance of course completion. The member may be responsible for travel.

If a bargaining unit member has been directed by the Fire Chief to attend any educational or training program, all expenses associated therewith including tuition, registration fees, textbooks, and lab fees shall be paid for by the Employer, and such expenses shall not be limited to the \$1,200 cap provided above. The employer shall be responsible for travel.

If a bargaining unit member wishes to attend an educational or training program, upon approval by the Fire Chief, expenses associated therewith including tuition, registration fees, textbooks, and lab fees may be paid for by the Employer, and such expenses may not be limited to the \$1,200 cap provided above. The member may be responsible for travel.

20.3 Eligibility

All bargaining unit members shall be eligible for educational reimbursement in accordance with Section 20.2.

20.4 Non-degree Courses

Any non-degree courses shall be considered for approval on individual bases by the Fire Chief and the Human Resources Director if they determine that the same is applicable and beneficial to the Employer. Such courses shall include, but are not limited to,

seminars, workshops, symposiums and conferences.

20.5 **Prior Approval Required**

All courses, workshops, seminars, etc., must be approved prior to enrollment in a specific educational program in order to be eligible for reimbursement. The Employer will provide notification whether such program is approved in a given case within ten business days following the bargaining unit member's request therefor.

20.6 **Time-worked Rules**

No voluntarily pursued degree course-work taken by a bargaining unit member shall be considered as "time-worked"; provided, if instruction for a course is provided at a member's work station, the member may attend classes therefor while on-duty so long as the member performs his or her normal work-related duties, both emergency and non-emergency, and such class time shall be considered "time-worked"; provided further, the Employer shall have no responsibility to assist the member in making up any class time missed by the member for any reason, including but not limited to performance of normal work-related duties. The Employer will endeavor to approve shift exchanges as provided for by Departmental policy when proposed to accommodate a member's schedule for approved course-work. If the member has been directed by the Fire Chief to attend any educational or training program, time spent taking such mandated courses shall be included as "time-worked."

20.7 **Repayment Circumstances**

In the event the Employer has either directed a bargaining unit member to attend a course of study and has paid the cost thereof, or has approved a member's request to attend a course of study at the Employer's expense and has paid the cost thereof, and the member either drops out of the course or fails to receive a grade as provided in Section 20.2, then the member must promptly reimburse the Employer for all costs incurred by the Employer for the course. Should the member fail to reimburse the Employer within thirty days following demand therefor, the Employer may deduct the cost from any compensation payable by the Employer to the member.

20.8 **Certification and Recertification**

- (a) Each training session or course provided by the Employer will be scheduled during two separate shifts so as to allow each bargaining unit member an opportunity to attend one or the other while off duty from his or her regularly assigned shift. During each period that a particular ACLS or BLS, emergency medical technician or paramedic certification is in effect, the Employer will provide enough training and course opportunities for each member to timely satisfy all of the training and education requirements for recertification thereof. Members will be allowed to attend such scheduled classes while on duty when available.
- (b) For paramedic and/or emergency medical technical re-certification, the Employer shall provide the required training to bargaining unit members to maintain the required ACLS, BLS and CEU's for Paramedic and EMT re-certification and shall reimburse or provide 100% of the cost for renewal of such re-certification.

20.9 **Repayment upon Termination**

A bargaining unit member who has received educational expense reimbursement for any course under this article shall repay the Employer the total amount thereof if the member voluntarily or involuntarily terminates employment with the Employer, excluding retirement under the FRS pension plan, within two years of receiving reimbursement, unless the bargaining unit member was directed by the Fire Chief to attend such course. At the Employer's option such amount may be deducted from any compensation payable by the Employer to the member to the extent permitted by law.

Article 21 – Prevailing Rights

21.1 Insurance Coverage

Health and life insurance shall be provided or made available, as the case may be, to the members of the bargaining unit by the Employer as follows:

- (a) The Employer may elect to be self-insured with respect to health insurance for its employees, including the members of the bargaining unit.
- (b) Notwithstanding subsection (d) hereof, life insurance, at the Employer's expense, shall provide a death benefit of not less than \$20,000.00, insuring the life of each member of the bargaining unit.
- (c) The insurance benefits and opportunities provided to members of the bargaining unit shall not be less than those benefits and opportunities provided to other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party, and the monetary contributions of bargaining unit members shall not be more than those required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (d) Except as provided in subsections (b) and (e) hereof, the Employer reserves the right to add to, subtract from, modify, continue or discontinue any rights, privileges, benefits, opportunities, or coverages presently or hereafter available to members of the bargaining unit with respect to health and life insurance, at its sole discretion without being required to bargain over the same; provided that the same is simultaneously made to apply to all other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (e) The Employer will continue to provide covered employees with insurance plans providing benefits comparable to those currently in effect as the effective date of this Agreement. A member of the bargaining unit shall not be required to pay more per month towards the cost of single, spouse or family coverage than is required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (f) Any other provisions of this Agreement to the contrary notwithstanding, in addition to its reopener rights under Section 28.2, the Employer shall have the right at any time to reopen this Section 21.1 for further negotiations by demanding immediate bargaining with regard to the same, and the Union must promptly comply. Such bargaining shall be subject fully to the provisions and processes of Part II of Chapter 447, Florida Statutes.

21.2 **Off-Duty Hours**

- (a) Except as provided hereinafter, the off-duty hours of each member of the bargaining unit shall be such member's own time to govern as he or she desires, so far as it does not discredit the Employer or interfere with such member's regular duty schedule.
- (b) It is understood that members of the bargaining unit may be called back to duty in the event of a major fire, disaster, or mandatory overtime and if so called shall immediately respond as directed, regardless of whether the member is on the job or scheduled to work at other employment. To ensure availability and loyalty to the Employer in the event of recall, the members of the bargaining unit working outside employment agree to furnish the name, address, and telephone number of such employment to the Employer.
- (c) Members of the bargaining unit shall be permitted to work for another governmental employer as a Firefighter, EMT, or Paramedic; provided, this employment shall be limited to working strictly on a part-time basis. This subsection shall not apply to any member of the bargaining unit working for any United States (Navy, Army, Air Force, Marine Corps, Coast Guard) Reserve Unit or Florida National Guard unit at any time.

21.3 **Anti-Nepotism**

The Employer shall not implement an anti-nepotism policy applicable to the members of the bargaining unit stricter than that provided in Section 112.3135, Florida Statutes.

21.4 **Political Activities**

- (a) The Employer believes it to be in the public interest and of governmental benefit to remove career employees from the area of partisan political activity. Florida law imposes certain restrictions on the political activities of state, county, and municipal officers and employees. All Division employees are permitted to hold membership in and support a political party, or maintain neutrality. During off-duty hours, members of the bargaining unit may undertake active political roles, attend meetings, support candidates, and work in campaigns. Members of the bargaining unit shall be allowed to engage in the full range of political activities guaranteed to all citizens while off-duty and not in the uniform of the Division. Members shall not demonstrate or conduct political activities at any Division workstation. In no event shall members of the bargaining unit utilize materials or property owned or leased by the Employer for the production of political materials.
- (b) During a primary, general, or special election, a member of the bargaining unit who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where polls are open two hours before or two hours after the member's work period, such shall be considered sufficient time for voting.

- (c) Notwithstanding subsection (a) hereof, all members of the bargaining unit shall comply with the requirements of Section 1.02 of the Clay County Personnel Policies Manual.

Article 22 – Rank Structure

22.1 Job Description

The Employer shall author an appropriate job description for the rank of Battalion Chief commensurate with the present duties. This rank shall be a part of the chain of command within the Division, with Captains reporting directly to Battalion Chiefs; provided, the Department Head, or authorized career designee, shall have and retain the authority to give specific direction to or otherwise command each member of the bargaining unit without regard to rank or assignment. Should the Employer, in exercising its management right, desire to change the job description in a way that materially impacts wages, hours, and/or terms or conditions of employment, then the Union will be notified and, upon timely request by the Union, the impact of the change(s) shall be bargained prior to implementation.

22.2 Vacancies in Ranking Positions

When a vacancy occurs in the Battalion Chief rank that the Employer elects to fill, and a promotional list therefor established under the Firefighter CBA has not yet been established, or has been expended, the Fire Chief may appoint a Division employee who is a member of the bargaining unit governed under the Firefighter CBA to the open position on a temporary basis, not to exceed one hundred and eighty days, or until the exam process is completed, whichever occurs first. After one hundred and eighty days, a permanent replacement shall be appointed in accordance with this article. When a vacancy occurs that the Employer elects to fill, a temporary replacement shall be named from an existing list of eligible candidates established under the Firefighter CBA within fifteen calendar days.

22.3 Eligibility

To be eligible to serve in the rank of Battalion Chief a candidate must meet the current job description established by the Employer's Board of County Commissioners therefor.

Article 23 – Stress Management

23.1 Employee Assistance Program

The Employer agrees to provide and maintain an Employee Assistance Program (EAP). Counseling shall be available to Bargaining unit members and their immediate family. Initial evaluation and short term counseling (4 to 6 visits) shall be provided at no cost to the member or family member. If the nature of the problem requires further treatment, the member will be referred to resources that are either free, covered by insurance, or based on the member's ability to pay. The contents of any counseling sessions shall be strictly confidential.

Article 24 – Layoff

24.1 Layoff

- (a) In the event that the Employer decides that layoffs become necessary, bargaining unit members shall be queried to ascertain if anyone desires to revert to the previously held position prior to promotion. If no one comes forward, selection among the members shall be based on superiority in rank within the Battalion Chief classification with the person with the least superiority in rank being selected first. Selected members shall be offered the previously held position prior to promotion.
- (b) If there is a tie in superiority in rank, the bargaining unit members will be selected based on test scores, with the lowest test score being selected first. Selected members shall be offered the previously held position prior to promotion.
- (c) If there is a tie in superiority in rank and in test scores, the selection will be based on seniority with the least senior bargaining unit member being selected first. Selected members shall be offered the previously held position prior to promotion.
- (d) Time earned in accordance with Article 2.4 by a bargaining unit member electing to accept the previously held position prior to promotion, as described in subsections (a), (b) and (c), shall count cumulatively with prior time earned in the previously held position prior to promotion, to determine the member's then current "superiority in rank" in the newly demoted position.
- (e) The compensation of a bargaining unit member demoted due to a reduction in work force shall adjusted to the Annual Base Pay for the appropriate stage of the Pay Plan under the Firefighter CBA of the new rank. Future increases in pay will be governed under the Firefighter CBA then in effect.
- (f) A bargaining unit member demoted due to a reduction in work force shall not have to retest for the member's previously held rank, but shall be placed on the top of an eligibility list which will have a four year duration from the date of demotion.
- (g) A bargaining unit member demoted due to a reduction in work force shall be restored to the member's previously held rank as soon as a position becomes available due to attrition or any other increase in work force by using the reverse of the process by which the member was selected for demotion, with the member having most superiority in rank being restored first, the member having the lowest test score second, and the member having the least seniority third.

- (h) The Annual Base Pay, as defined in Article 16, of a bargaining unit member restored to rank under subsection (g) shall be the amount reflected in the matrix of the Pay Plan in Article 16 for the stage corresponding to the member's years of service.

24.2 **Layoff Notification**

The Employer shall notify the Union President of an impending lay-off prior to the actual reduction in force.

Article 25 – Physical Fitness

25.1 General Provisions

The Union recognizes the importance of a physical fitness/wellness program, and shall allow the Employer to determine if and when such a program is established within the Division. In the event such a program is initiated, the following requirements shall be met:

- (a) No bargaining unit member shall be disciplined for failing to comply with any requirements, as long as the member is actively participating. Such participation shall be based upon the member's current fitness and general health. It is recommended that any program initiated in the future be custom tailored for each member, based on that member's general health, fitness, and goal.
- (b) Any such program instituted shall apply equally to all members of the bargaining unit.
- (c) Each bargaining unit member shall receive a medical examination provided by the Employer, prior to the implementation of a physical fitness program. The medical doctor shall not be the medical director.

25.2 Injuries

Injuries suffered as a result of physical fitness, as part of a Division-sponsored program, shall be considered a line of duty injury and covered under the provisions of Article 18.

25.3 Diet and Nutrition

Any program established under Section 25.1 shall include professional training on proper diet and nutrition.

Article 26 – Uniforms

26.1 General Provisions

Except as provided in Section 26.7 and the approved uniform variants, as detailed in the Departmental Uniform Policy, and available to be worn by the bargaining unit members at their cost, all uniforms, protective clothing, and protective devices required of members employees in the performance of their duties, shall be furnished without cost to them by the Employer.

26.2 Uniform Issuance

The Employer shall furnish the following uniform items to each employee at no cost to the employee:

- 4 – uniform pants
- 4 – uniform shirts
- 1 – winter jacket
- 1 – black leather uniform belt

It will not be necessary to re-issue any items which have already been provided to the member. Those items which have already been provided to the member will be subject to Section 26.4. In consideration of the foregoing, bargaining unit members shall wear or use said uniforms only for official Division business, and to maintain, clean, and shall maintain, clean and repair the same to the extent possible on a regular basis.

26.3 Reissue

Uniform items no longer usable shall be returned to Logistics for immediate replacement. An article of uniform clothing shall be deemed not usable if it is torn, faded, does not fit properly, stained, or potentially infected. All infected clothing shall be placed in a red or yellow bag appropriately marked and sent to Logistics for replacement or cleaning. Replacement shall be on an item by item basis.

26.4 Dress Standards

Approved Departmental Dress Standards shall be set forth in the Uniform Policy established by the Fire Chief. The Uniform Policy shall be subject to revision from time to time, as determined by the Fire Chief, and may be deviated from only as directed by the Fire Chief or designee.

26.5 New Articles

New articles of uniform clothing shall be provided by the Employer prior to a mandate that they be worn.

26.6 Return of Uniforms upon Separation

Upon separation from employment with the Department, whether voluntary or otherwise, each bargaining unit member will return all Department-issued uniform items received by the member during the member's employment with the Department. Such items shall be

returned to Logistics within five (5) calendar days from the member's last date of employment with the Department.

26.7 **Clothing, Equipment and Maintenance Allowance**

Each bargaining unit member may receive up to \$460.00 per fiscal year for a clothing, equipment, and maintenance allowance, payable through approved reimbursement. Prior to any purchase, each bargaining unit member shall be responsible for obtaining reimbursement approval from the Fire Chief or his or her designee for the proposed clothing and equipment. After any purchase, it is the responsibility of the bargaining unit member to provide proper documentation for reimbursement. With respect to maintenance, each bargaining unit member shall follow the Employer's approved process. Neither the allowance nor reimbursement shall be reflected as an adjustment to the member's Current Hourly Rate of Regular Pay under Article 16. From this allowance, each bargaining unit member governed under this Agreement shall obtain shoes or boots and with the exception for the belt issued to a new member under Section 26.2, a black leather uniform belt, including any replacement belt, which shall be worn as a part of the uniform.

Article 27 – Leave

27.1 Annual Leave

- (a) Bargaining unit employees assigned to 24-hour shift positions shall accrue annual leave at the following annual rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	120 hours
6 through 9 years (61 through 108 months).....	132 hours
10 through 14 years (109 through 168 months).....	156 hours
15 years and over (169 months plus)	180 hours

- (b) In accordance with the accrual rate schedule outlined in subsection (a), each time a bargaining unit member assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional ten hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

- (c) Bargaining unit employees not assigned to 24-hour shift positions shall accrue annual leave at the following rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	96 hours
6 through 9 years (61 through 108 months).....	120 hours
10 through 14 years (109 through 168 months).....	144 hours
15 years and over (169 months plus)	168 hours

- (d) In accordance with the accrual rate schedule outlined in subsection (c), each time a bargaining unit member not assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional eight hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

- (e) The maximum annual leave hours each bargaining unit member may have to his or her credit on December 31 of each year shall be:

0 through 10 years of employment	240 hours
11 through 15 years of employment	320 hours
16 plus years of employment	360 hours

- (f) Annual leave shall be scheduled in accordance with Department policy. One bargaining unit member of the normal daily shift assignment shall be released for annual leave, not to include those members on Military Leave or Administrative

Leave. More than one member may be released for annual leave at the discretion of the Fire Chief or the Fire Chief's designee, and is not subject to grievance.

27.2 **Sick Leave**

- (a) Bargaining unit members assigned to 24-hour shift positions shall accrue sick leave at the rate of one hundred twenty per year prorated per pay period. Bargaining unit members not assigned to 24-hour shift positions shall accrue sick leave at the rate of ninety-six hours per year prorated per pay period.
- (b) Sick leave may be used for personal sickness, bodily injury, quarantine, medical or physical examination, and family illness. When there is an illness in the bargaining unit member's family (children, spouse or other relative living in the household or confined to an assistance program) and the bargaining unit member must stay home to provide care, bargaining unit members assigned to a 24 hour shift position may take up to 72 hours of sick leave per calendar year and bargaining unit members not assigned to 24 hour shift positions may take up to 24 hours of sick leave per calendar year. The Fire Chief or designee has the discretion to approve additional use of sick leave for family illness. This provision does not apply when leave is taken under the Family and Medical Leave Act.
- (c) If an employee becomes ill while on vacation, they may request that the time be charged to sick leave. The employee's supervisor must be notified within 72 hours of the illness. Certification of the illness by a physician may be required before sick leave may be granted.

27.3 **Administrative Leave**

Administrative leave with pay shall be approved for bargaining unit members the following defined purposes, and shall not be charged against a bargaining unit member's accrual of any other leave:

- (a) Condolence leave – Paid condolence leave shall be granted as follows:
 - (1) A member assigned to work a 24-hour shift shall be granted forty-eight hours of paid condolence leave, and a member assigned to a 40-hour work week shall be granted twenty-four hours of paid condolence leave, to attend a funeral of an immediate family member (parent, parent in-law, grand-parent, legal guardian, spouse, brother, sister, grandchild, or child).
 - (2) A member assigned to work a 24-hour shift shall be granted twenty-four hours of paid condolence leave, and a member assigned to a 40-hour work week shall be granted eight hours of paid condolence leave, to attend a funeral of other family members (i.e., grandparent-in-law, brother-in-law and sister-in-law, aunt and uncle).
- (b) Court Appearance – A member summoned as a prospective juror or subpoenaed as a witness shall be granted court appearance leave with pay. Any fees paid shall

be delivered to the Employer; provided, court appearance leave with pay does not apply when the member is involved in personal litigation, unless the result of official performance of duty.

- (c) Examinations – A member shall be granted examination leave with pay (while staffing permits) for taking examinations for certifications identified within this Agreement.
- (d) Educational – A member may be granted educational leave with pay to attend Department approved seminars, conferences, or meetings.

27.4 **Administrative Leave without Pay**

A bargaining unit member not on probationary status with the Employer may be granted leave without pay for personal reasons upon written request to the Fire Chief via the chain of command, with subsequent approval by the County Manager. Such leave shall not exceed six months. Annual and sick leave shall not accrue during administrative leave without pay. Administrative leave without pay shall not constitute a break in service in accordance with rules of the Florida Retirement System. The member shall return to the rank and pay previously held upon the member's return.

27.5 **Rules for Annual and Sick Leave**

- (a) Annual and sick leave shall accrue during paid leave, unless the paid leave immediately precedes separation due to voluntary resignation.
- (b) Payment for Earned Leave
 - (1) Annual Leave
 - A. Upon involuntary separation or upon separation due to voluntary resignation other than a qualified retirement or a reduction in force, each bargaining unit member not on probation shall be paid for any unused annual leave, not to exceed 360 hours.
 - B. In case of death of a bargaining unit member, 100% of unused annual leave shall be paid to the employee's beneficiary, estate, or as provided by law.
 - C. Upon separation due to a qualified retirement, each bargaining unit member shall be paid for any unused annual leave, not to exceed 360 hours.
 - D. Upon entering the Deferred Retirement Option Program of the Florida Retirement System (DROP), each bargaining unit member may elect to be paid for any unused annual leave, not to exceed 360 hours, in lieu of any other payment for unused annual leave.

- E. A bargaining unit member who has received payment for unused annual leave under any of the provisions of this paragraph is thereafter ineligible to receive any further payment for unused annual leave, unless the member received an initial payout upon entering DROP in an amount that was less than the maximum for which the member was eligible, in which event the member may receive payment for the balance of such maximum upon final separation.

(2) Sick Leave

- A. Except as provided in subparagraph C, upon separation, each bargaining unit member not on probation shall be paid for 50% of any unused sick leave, not to exceed 960 hours, provided that the member has ten years plus service.
 - B. In case of death of a bargaining unit member, 50% of unused sick leave, not to exceed 960 hours thereof, shall be paid to the member's beneficiary, estate, or as provided by law.
 - C. Upon separation due to a qualified retirement, a bargaining unit member shall be paid for any unused sick leave, not to exceed 960 hours.
 - D. Bargaining unit members shall be eligible to participate in the sick leave pool established for employees of the Employer who are not within the scope of a collective bargaining agreement to which the Employer is a party under the same terms and conditions as are applicable to such employees, as the policy governing such sick leave pool may be amended from time to time.
- (c) Holiday leave may be used in lieu of sick leave with prior approval of the Fire Chief.
 - (d) The biweekly paycheck shall indicate the proper accrual for that pay period. Leave cannot be taken until it is earned. A bargaining unit member on layoff or separation may, at the member's option, continue to receive a biweekly paycheck, drawing on accrued sick and annual leave, and earned holidays, until expended.
 - (e) For purposes of subsection (b), the term qualified retirement means retirement from employment with the Employer at an age or with years of service in the Florida Retirement System that would entitle the bargaining unit member to retire normally and receive a full pension thereunder without penalty for early retirement, regardless of whether the member has elected to participate in the Florida Retirement System pension plan or investment plan, and provided that at such retirement the member has achieved the applicable minimum years of service in the Florida Retirement System that would entitle the member to receive a pension thereunder upon retirement. For a member hired by the Employer prior

to July 1, 2011, the applicable normal retirement age or years of service is 55 years old, or 25 years of Special Risk Class service, and the applicable minimum years of service is 6 years. For a member hired by the Employer on or after July 1, 2011, the applicable normal retirement age or years of service is 60 years old or 30 years of Special Risk Class service, and the applicable minimum years of service is 8 years.

27.6 **Family and Medical Leave**

- (a) Each bargaining unit member, in accordance with the Family and Medical Leave Act of 1993, shall be allowed up to twelve weeks of unpaid family and medical leave during any twelve month period, subject to the limitations provided in subsection (b). The member is under no obligation to utilize the full twelve weeks of unpaid family and medical leave. The Employer shall post a copy of said Act at all fire stations.
- (b) Any family and medical leave under this section shall be taken in accordance with the provisions of the Employer's Personnel Policies Manual.

27.7 **Military Leave**

- (a) Bargaining unit members who are members of the United States Armed Forces Reserve and National Guard shall be entitled to military leave with pay for inactive duty training (IDT) and annual training (AT), as follows.
 - (1) Requests for military leave with pay for IDT shall not require orders. The Employer may request verification after the training period. The Employer may require written orders to approve military leave with pay requests for AT.
 - (2) Military leave with pay shall not exceed seventeen days at one time for National Guard members. Military leave with pay for Reservists shall not exceed seventeen days in a fiscal year of the Employer.
 - (3) When a bargaining unit member is participating in IDT or AT outside of the local area, he or she must provide to the Employer military orders verifying the same. Subject to the limitations provided in paragraph (2), military leave with pay shall be for the full amount of the member's work hours for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place outside of the local area, and for the full amount of the member's work hours not to exceed twelve for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place within the local area.
 - (4) When a bargaining unit member is participating in IDT or AT in the local area, in no event shall military leave with pay extend for a period that is longer than necessary for the member to participate in the IDT or AT and return to work.

- (5) Travel time shall be included in military leave with pay if written orders provide for travel time.
 - (6) The Employer acknowledges that a bargaining unit member who returns to work during a period for which military leave with pay has been approved may be recalled at any time, and is obligated to return to the location of the IDT or AT. If this occurs, the member shall be released by the Employer for return to the IDT or AT as soon as a replacement is found.
 - (7) As IDT is a regularly scheduled event, each bargaining unit member subject to IDT must provide to the Fire Chief the schedule thereof as soon as it is known to the member. The member must submit a military leave with pay request for the IDT at least four months prior to the commencement thereof. In case of an IDT schedule change, the Employer may deny military leave with pay if a request therefor is made with less than ninety-six hours advance notice, but cannot deny the time off.
- (b) If a bargaining unit member is ordered to report by the Selective Service Board, any time away from work occasioned thereby shall be considered military leave with pay if for the purpose of examinations, physicals, or entry processing.

27.8 **Alternative Attendance Incentive Leave and Annual Leave Sell-Back Programs**

- (a) Eligible bargaining unit members shall have the option of participating in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program set forth in paragraphs (1) and (2) below.

- (1) Attendance Incentive Leave Program. The Attendance Incentive Leave Program is as follows:

A bargaining unit member is eligible to receive attendance incentive leave under the Attendance Incentive Leave Program if the member has used 32 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, and has been actively employed with the Department for the entirety of said year. The amount of attendance incentive leave will be determined as follows:

TOTAL HOURS ABSENT	ATTENDANCE INCENTIVE LEAVE RECEIVED
8 or less	4 days
9-16	3 days
17-24	2 days
25-32	1 day

For purposes of this paragraph, one day of attendance incentive leave earned is the equivalent of eight hours of annual leave. Absences for a fraction of an hour will be rounded up to the next full hour.

(2) Annual Leave Sell-Back Program.

The Annual Leave Sell-Back Program for bargaining unit members assigned to 24-hour shifts is as follows:

A bargaining unit member assigned to a 24-hour shift is eligible to sell back all of the member's accrued annual leave that exceeds 120 hours if the member has used 48 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, has not received disciplinary action other than a written or oral reprimand during said year, and has been actively employed with the Department for the entirety of said year. For purposes of this subparagraph, 1 day of leave is the equivalent of 24 hours. Absences for a fraction of an hour will be rounded up to the next full hour.

- (b) A bargaining unit member assigned to a 40-hour work week shall participate in the Attendance Incentive Leave Program set forth in paragraph (1) of subsection (a) if the member meets the eligibility requirements set forth therein. Such member is not eligible to participate in the Annual Leave Sell-Back Program set forth in paragraph (2) of subsection (a).
- (c) An eligible bargaining unit member's election to participate in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program must be made each year, and must be submitted to the Fire Chief in writing no earlier than each November 1 and no later than the following November 30 of such year. An eligible member who fails to so submit shall be deemed to have elected to participate in the Attendance Incentive Leave Program. The written notice to the Fire Chief electing to participate in the Annual Leave Sell-Back Program must include the number of annual leave hours the member chooses to sell back.
- (d) All annual leave sold back under the Annual Leave Sell-Back Program shall be paid at the bargaining unit member's non-overtime Hourly Rate of Regular Pay provided in Article 16 and in effect at the end of the calendar year for which the election to participate in the Annual Leave Sell-Back Program is made. All annual leave sold back by a member under the Annual Leave Sell-Back Program will be deducted from the member's accrued annual leave.
- (e) For purposes of this subsection, a type of shift means a 24-hour shift or a 40-hour work week. If a bargaining unit member has worked more than one type of shift during the calendar year for which the member's eligibility to participate in the Annual Leave Sell-Back Program is being determined, the type of shift that the member worked for the longer or longest duration during said year shall govern the determination, as well as the applicability of paragraph (2) of subsection (a).

Article 28 – Duration and Reopener

28.1 Effective Date

This Agreement shall take effect as of the date that it shall have been ratified by both the Union and the Employer’s Board of County Commissioners, with the pay provisions set forth in Article 16 and Article 16A retroactive to December 22, 2021. On and after the date of ratification by both parties, the provisions of this Agreement shall prevail over all other bargaining agreements entered into between the Employer and the Union prior thereto. This Agreement shall remain in full force and effect until and including September 30, 2024, whereupon it shall be deemed expired.

28.2 Future Bargaining

(a) No earlier than April 15, 2023 and no later than May 15, 2023, each party has the right to open up to two articles by submitting to the other party written notification that it has exercised such right and identifying by number and title the article or articles it intends to open. The parties shall commence negotiations regarding any article opened under this subsection no later than May 31, 2023.

(b) No earlier than April 15, 2024, and no later than May 15, 2024, each party shall submit to the other written notification identifying by number and title those articles of this Agreement said party intends to open for bargaining for a collective bargaining agreement to succeed this Agreement. No later than May 31, 2024, the parties shall commence negotiations on a collective bargaining agreement to succeed this Agreement upon its expiration as provided in Section 28.1.

28.3 Waiver

With respect to any article of this Agreement that neither party has announced to be negotiated under Section 28.2, the same shall be considered agreeable to both parties, and will be included in the collective bargaining agreement being negotiated to succeed this Agreement without further bargaining.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each.

UNION:

The Clay County Fire/Rescue Professionals,
Unit "B", International Association of
Firefighters Local 3362B

By: _____
Joshua Eric Soles, President

COUNTY:

Clay County, a political subdivision of the
State of Florida, by and through its Board of
County Commissioners

By: _____
Wayne Bolla, 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, May 24 4:00 PM

TO: Board of County
Commissioners

DATE: 3/4/2022

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description Type	Upload Date	File Name
Resolution - Baptist Health Revenue Bonds Series 2022	5/17/2022	Resolution-FINAL_WITH_EXHIBITS_for_05-24-22_BCC_Agendaada.pdf
Interlocal Agreement - Baptist Health Revenue Bonds Series 2022	5/17/2022	Active_156905724_6_Baptist_Health_2022_-_Interlocal_Agreement_between_Jacksonville_and_Clay_County-1ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/17/2022 - 12:48 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF JACKSONVILLE, FLORIDA (THE "ISSUER"); APPROVING THE ISSUANCE BY THE ISSUER OF ITS HEALTH CARE FACILITIES REVENUE BONDS (BAPTIST HEALTH), SERIES 2022, IN ONE OR MORE SERIES, TAXABLE, TAX-EXEMPT OR A COMBINATION THEREOF, FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$200,000,000, TO FINANCE, REIMBURSE OR REFINANCE ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, PLANNING, DEVELOPMENT, CONSTRUCTION, RENOVATION, IMPROVEMENT, EQUIPPING AND INSTALLATION OF CERTAIN HEALTH CARE FACILITIES LOCATED OR TO BE LOCATED IN CLAY COUNTY, FLORIDA, AND OTHER HEALTH CARE FACILITIES LOCATED OUTSIDE CLAY COUNTY, FLORIDA, OF WHICH NOT TO EXCEED \$100,000,000 WILL BE ISSUED FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE ONE OR MORE LOANS TO SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC. (D/B/A BAPTIST MEDICAL CENTER JACKSONVILLE, BAPTIST MEDICAL CENTER SOUTH, BAPTIST MEDICAL CENTER CLAY AND WOLFSON CHILDREN'S HOSPITAL), A FLORIDA NOT FOR PROFIT CORPORATION, TO FINANCE, REIMBURSE OR REFINANCE ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, PLANNING, DEVELOPMENT, CONSTRUCTION, RENOVATION, IMPROVEMENT, EQUIPPING AND INSTALLATION OF SUCH HEALTH CARE FACILITIES LOCATED OR TO BE LOCATED IN CLAY COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), desires to finance, reimburse or refinance all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain health care facilities located or to be located in Clay County, Florida ("Clay County"), as more particularly described in Exhibit A hereto (the "Clay County Project"), and to finance, reimburse or refinance all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain other health care facilities located or to be located outside Clay County, Florida, as more

particularly described in Exhibit A hereto (the “Other Project” and together with the Clay County Project, the “Project”); and

WHEREAS, the Borrower will recognize substantial cost savings by financing, refinancing or reimbursing all or a portion of the costs of the Project through a single plan of finance consisting of the issuance by the City of Jacksonville, Florida (the “Issuer”), of its Health Care Facilities Revenue Bonds (Baptist Health) (the “Bonds”), in one or more series, taxable, tax-exempt or a combination thereof, in an aggregate principal amount not to exceed \$200,000,000, to finance, refinance or reimburse all or a portion of the costs of the Project; and

WHEREAS, the Issuer has requested that the Board of County Commissioners (the “Board”) consider and approve the Issuer’s issuance of the Bonds, to the extent the interest on such Bonds is to be exempt from federal income taxation, in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Borrower has requested that the Board authorize the execution and delivery of an Interlocal Agreement to be entered into between Clay County and the Issuer (the “Interlocal Agreement”), in substantially the form attached hereto as Exhibit B, to allow the issuance by the Issuer of the Bonds to pay a part of the costs of the Clay County Project, the amount thereof not to exceed \$100,000,000; and

WHEREAS, the Issuer and Clay County are willing to enter into the Interlocal Agreement as herein described in order to permit the Borrower to finance, refinance and reimburse all or a portion of the costs of the Clay County Project with proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the laws of the State of Florida, including Chapter 159, Part II, and Section 163.01, Florida Statutes, as amended, and other applicable provisions of law (collectively, the “Act”).

SECTION 2. FINDINGS. The Board hereby finds, determines and declares as follows:

A. The Board is the elected legislative body of Clay County, and Clay County has jurisdiction over the area in which the Clay County Project is located.

B. Notice of a public hearing to be held before the Board, inviting comments and discussions concerning the issuance of the Bonds by the Issuer to finance, refinance or reimburse all or a portion of the costs of the Clay County Project, was published in *Clay Today*, a newspaper of general circulation in Clay County at least seven days prior to such hearing date, a copy of the publisher’s affidavit of proof of publication is attached hereto as Exhibit C and incorporated herein by reference.

C. Following such notice, a public hearing was held by the Board during which comments and discussions concerning the issuance of the Bonds by the Issuer to finance, refinance or reimburse all or a portion of the costs of the Clay County Project were requested and allowed.

D. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Clay County, the Issuer, the State of Florida or any political subdivision thereof but shall be payable solely from the revenues pledged therefor pursuant to a Loan Agreement entered into by and between the Issuer and the Borrower prior to or contemporaneously with the issuance of the Bonds.

SECTION 3. AUTHORIZATION OF INTERLOCAL AGREEMENT. The form of the Interlocal Agreement attached hereto as Exhibit B and incorporated by reference is hereby approved. The Chairman of the Board of County Commissioners (or other appropriate official designated by the Board) and the Clerk of Courts or Deputy Clerk are hereby authorized in the name and on behalf of Clay County pursuant to this Resolution to execute and deliver the Interlocal Agreement on behalf of Clay County in substantially the form attached to this Resolution, with such changes, insertions and deletions as the officers signing such document may approve, their execution thereof to be conclusive evidence of such approval. The officers executing the Interlocal Agreement are hereby further authorized to do all things which may be required or advisable with respect or in any way related thereto, including, but not limited to, recording the Interlocal Agreement with the Clerk of the Circuit Court in and for Clay County, Florida. The County Manager (or other appropriate official designated by the Board) and Clerk of Courts or Deputy Clerk are hereby further authorized to take such further action and execute such further instruments as may be necessary or appropriate to fully effectuate the purpose and intention of this Resolution and the Interlocal Agreement.

SECTION 4. APPROVAL. Solely for the purposes of satisfying the provisions of Section 147(f) of the Code and other applicable provisions of law, the Board hereby approves the issuance of the Bonds by the Issuer in one or more series, taxable, tax-exempt or a combination thereof, in an aggregate principal amount not exceeding \$200,000,000, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans to the Borrower to finance, refinance or reimburse all or a portion of the costs of the Clay County Project. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clay County Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation to have waived any right of Clay County or estopping Clay County from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Issuer shall not be construed to obligate Clay County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Clay County Project.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED this _____ day of _____, 2022.

CLAY COUNTY, FLORIDA

(SEAL)

Chair, Board of County Commissioners

ATTEST:

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

EXHIBIT A

PROJECT DESCRIPTIONS

Clay County Project Description

The Clay County Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at Baptist Clay Medical Campus, located at or about 1771 Baptist Clay Drive, Fleming Island, Florida 32003 and 1747 Baptist Clay Drive, Fleming Island, Florida 32203, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 300,000 square foot inpatient hospital facility with approximately 100 beds and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Other Project Description

The Other Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at:

(a) Baptist Medical Center Jacksonville, located at or about 800 Prudential Drive, Jacksonville, Florida 32207, 836 Prudential Drive, Jacksonville, Florida 32207, 841 Prudential Drive, Jacksonville, Florida 32207, 1325 San Marco Boulevard, Jacksonville, Florida 32207, 1235 San Marco Boulevard, Jacksonville, Florida 32207, 1650 Prudential Drive, Jacksonville, Florida 32207, 1660 Prudential Drive, Jacksonville, Florida 32207 and 3451 Beach Boulevard, Jacksonville, Florida 32207, including without limitation (i) the acquisition, construction, planning, development, renovation, improvement and equipping of a new approximately seven-story health care facility, including without limitation an approximately 75-bed Neonatal Intensive Care Unit and an approximately 26-bed Pediatric Intensive Care Unit, (ii) the acquisition, expansion, renovation, installation and equipping of labor and delivery facilities, laboratories, testing and procedure rooms, office space and common areas and (iii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(b) Baptist Medical Center Beaches, located at or about 1350 13th Avenue South, Jacksonville Beach, Florida 32250, 1361 13th Avenue South, Jacksonville Beach, Florida 32250, 1370 13th Avenue South, Jacksonville Beach, Florida 32250, 1320 Roberts Drive, Jacksonville Beach, Florida 32250, 1375 Roberts Drive, Jacksonville Beach, Florida 32250 and 1127 South 16th Avenue, Jacksonville Beach, Florida 32250, including without limitation (i) the acquisition, expansion, renovation, installation and equipping of laboratories, testing and procedure rooms, pharmacies, office space and common areas and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(c) Baptist Medical Center South, located at or about 14550 Old St. Augustine Road, Jacksonville, Florida 32258, 14540 Old St. Augustine Road, Jacksonville, Florida 32258 and

14546 Old St. Augustine Road, Jacksonville, Florida 32258, including without limitation (i) the acquisition, construction, expansion, renovation, installation and equipping of facilities related to an inpatient bed expansion and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(d) Baptist Medical Campus at Nassau Crossing, located at or about 76375 Harper Chapel Road, Yulee, Florida 32097, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures; and

(e) Baptist Medical Campus at St. Augustine, located at or about 475 Prime Outlets Boulevard, St. Augustine, Florida 32084, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

EXHIBIT B
FORM OF INTERLOCAL AGREEMENT
[Attached]

***RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:***

McGuireWoods LLP
500 E. Pratt Street, Suite 1000
Baltimore, Maryland 21202
Attn: Clinton W. Randolph

INTERLOCAL AGREEMENT

Dated as of May 1, 2022

Between

CITY OF JACKSONVILLE, FLORIDA

and

CLAY COUNTY, FLORIDA

**THERE ARE NO INTANGIBLE TAXES OR DOCUMENTARY STAMPS DUE ON THE
BONDS DESCRIBED HEREIN, PURSUANT TO CHAPTER 159, PART II, FLORIDA
STATUTES**

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (this “Agreement”) is dated as of May 1, 2022, and is entered into between the CITY OF JACKSONVILLE, an incorporated municipality of the State of Florida (“Jacksonville”), and CLAY COUNTY, a political subdivision of the State of Florida (“Clay County”).

WITNESSETH:

WHEREAS, Jacksonville and Clay County each represents to the other that, pursuant to Chapter 159, Part II, Florida Statutes, as amended (“Chapter 159”), and other applicable provisions of law, it is authorized to issue bonds to finance the cost of the acquisition, construction, improvement and equipping of certain health care facilities; and

WHEREAS, Jacksonville and Clay County each represent to the other that it constitutes a “public agency” within the meaning of Section 163.01, Florida Statutes, as amended (the “Interlocal Act”), and is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children’s Hospital) (the “Borrower”), desires to finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain “health care facilities” constituting “projects,” as such terms are used in Chapter 159, located or to be located in Clay County (collectively, the “Clay County Project”) and finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of other “health care facilities” located or to be located outside Clay County (collectively, the “Other Project”), as described in Exhibit A hereto (the Clay County Project and the Other Project are hereinafter referred to collectively as the “Project”); and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that the Borrower has requested that Jacksonville and Clay County enter into this Agreement to authorize Jacksonville to issue under Chapter 159 its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022, in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount of not to exceed \$200,000,000 (the “Bonds”), to finance and refinance all or a portion of the Clay County Project and the Other Project, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans to the Borrower pursuant to one or more loan agreements between Jacksonville and the Borrower (individually and collectively, the “Financing Agreement”) to finance, refinance or reimburse all or a portion of the costs of the Clay County Project, and that issuance of the Bonds by Jacksonville will result in a significant cost savings to the Borrower

over the issuance and sale of separate issues of bonds by Jacksonville, Clay County and the other local government bodies, if any, whose jurisdiction within which a portion of the Project is or will be located, in order to finance, refinance or reimburse a portion of the costs of the Project; and

WHEREAS, Jacksonville and Clay County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on April 19, 2022, the Industrial Development Revenue Bond Review Committee of the City of Jacksonville, Florida, on behalf of Jacksonville, preliminarily authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the City Council of Jacksonville authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the Board of County Commissioners of Clay County approved the issuance of the Bonds by Jacksonville and approved the execution and delivery of this Agreement; and

WHEREAS, the Interlocal Act authorizes Jacksonville and Clay County to enter into this Agreement, and the Interlocal Act and Chapter 159 confer upon Jacksonville authorization to issue the Bonds and to apply the proceeds thereof to the financing or refinancing of the Clay County Project through one or more loans of Bond proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by Jacksonville for such purposes and such agreement by the parties hereto is in the public interest; and

WHEREAS, pursuant to Section 6 hereof, the Borrower has agreed to indemnify Jacksonville and Clay County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Bonds. Jacksonville and Clay County do hereby agree that Jacksonville is hereby authorized to issue the Bonds in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount not exceeding \$200,000,000, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans from time to time to the Borrower to finance, refinance or reimburse all or a portion of the costs of the Clay County Project. Jacksonville is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Clay County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Clay County which are necessary or convenient for the issuance of the Bonds and

the financing of the Clay County Project to the same extent as if Clay County were issuing its own obligations under Chapter 159 for such purposes without any further authorization from Clay County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that Jacksonville be vested, to the maximum extent permitted by law, with all powers which Clay County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance the Clay County Project as though Clay County were issuing the Bonds as its own special limited obligations.

The approval given herein by Clay County shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clay County Project, and Clay County shall not be construed by reason of the delivery of this Agreement to have made any such endorsement, finding or recommendation or to have waived any right of Clay County or to be estopped from asserting any rights or responsibilities it may have in such regard.

SECTION 2. Qualifying Project.

A. Jacksonville hereby further represents, determines and agrees as follows:

1. The Project constitutes a “project” as such term is used in Chapter 159.
2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Financing Agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Chapter 159 and such other responsibilities as may be imposed under the Financing Agreement.
3. Adequate provision will be made in the Financing Agreement for the operation, repair, and maintenance of the Clay County Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.
4. The Borrower has represented to Jacksonville that the Borrower expects to expend proceeds of the Bonds in an amount not exceeding \$100,000,000 to pay costs (including related financing costs) of the Clay County Project.
5. A public hearing was held on May 9, 2022, by Jacksonville, on behalf of Jacksonville and the City Council of Jacksonville, during which comments concerning the issuance of the Bonds by Jacksonville to finance or refinance the Project were requested and could be heard.

B. Clay County hereby represents, determines and agrees as follows:

1. The Clay County Project is appropriate to the needs and circumstances of; provides or preserves gainful employment; and serves a public purpose by advancing the public health or the general welfare of the State of Florida and its people.

2. Clay County and other local agencies will be able to cope satisfactorily with the impact of the Clay County Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the operation, repair, and maintenance of the Clay County Project and on account of any increases in population or other circumstances resulting therefrom.

3. A public hearing was held by the Board of County Commissioners (the "Board") of Clay County at 5:00 p.m., local time, on May 24, 2022, in the Board of County Commissioners Meeting Room on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida 32043, at a meeting of the Board, during which comments concerning approval by the Board of the issuance of the Bonds by Jacksonville to finance the Clay County Project were requested and could be heard.

4. The Board approved the issuance of the Bonds by Jacksonville and the use of the proceeds thereof to finance and refinance the Clay County Project at a meeting on May 24, 2022.

SECTION 3. No Pecuniary Liability of Jacksonville or Clay County; Limited Obligation of Jacksonville. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon Jacksonville or Clay County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of Jacksonville or Clay County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of Jacksonville payable solely from certain nongovernmental revenues and other nongovernmental amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Jacksonville or Clay County in his or her individual capacity and no member, officer, agent or employee of Jacksonville or Clay County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. Jacksonville shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a trust indenture related to the Bonds.

Neither Jacksonville nor Clay County shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or

approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by Jacksonville or Clay County or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. Indemnity. The Borrower, by its approval and acknowledgement at the end of this Agreement, agrees to indemnify and hold harmless Jacksonville and Clay County, their respective officers, employees, representatives and agents, from and against any and all losses, claims, damages, liabilities or expenses of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid (or any bonds issued to refund the Bonds remain outstanding or unpaid). Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing, refinancing or reimbursement of the costs of any facility which either party hereto may choose to finance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Duval County, Florida and with the Clerk of the Circuit Court of Clay County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed with the Borrower's executed approval and acknowledgment attached thereto.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorneys' fees, at both trial and appellate levels. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend Jacksonville's or Clay County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida.

SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

CITY OF JACKSONVILLE, FLORIDA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____ and _____, the _____ and _____, respectively, of the City of Jacksonville, Florida, on behalf of the City. Such persons did not take an oath and: *(notary must check applicable box)*

- are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):

My Commission Expires
(if not legible on seal):

CLAY COUNTY, FLORIDA

ATTEST:

By: _____
Wayne Bolla
Chairman

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

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____ and _____, the _____ and _____, respectively, of Clay County, Florida, on behalf of the County. Such persons did not take an oath and: *(notary must check applicable box)*

- are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):

My Commission Expires
(if not legible on seal):

APPROVAL AND ACKNOWLEDGMENT

Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children’s Hospital) (the “Borrower”), hereby approves the foregoing Interlocal Agreement, certifies that the information contained therein regarding the Borrower is correct and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC.,
a Florida not for profit corporation

By: _____
Its: Senior Vice President, Finance and Chief Treasury Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Scott Finnegan, the Senior Vice President, Finance and Chief Treasury Officer of Southern Baptist Hospital of Florida, Inc., on behalf of Southern Baptist Hospital of Florida, Inc. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- produced a current Florida driver’s license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):

My Commission Expires
(if not legible on seal):

EXHIBIT A

PROJECT DESCRIPTIONS

Clay County Project Description

The Clay County Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at Baptist Clay Medical Campus, located at or about 1771 Baptist Clay Drive, Fleming Island, Florida 32003 and 1747 Baptist Clay Drive, Fleming Island, Florida 32203, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 300,000 square foot inpatient hospital facility with approximately 100 beds and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Other Project Description

The Other Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at:

(a) Baptist Medical Center Jacksonville, located at or about 800 Prudential Drive, Jacksonville, Florida 32207, 836 Prudential Drive, Jacksonville, Florida 32207, 841 Prudential Drive, Jacksonville, Florida 32207, 1325 San Marco Boulevard, Jacksonville, Florida 32207, 1235 San Marco Boulevard, Jacksonville, Florida 32207, 1650 Prudential Drive, Jacksonville, Florida 32207, 1660 Prudential Drive, Jacksonville, Florida 32207 and 3451 Beach Boulevard, Jacksonville, Florida 32207, including without limitation (i) the acquisition, construction, planning, development, renovation, improvement and equipping of a new approximately seven-story health care facility, including without limitation an approximately 75-bed Neonatal Intensive Care Unit and an approximately 26-bed Pediatric Intensive Care Unit, (ii) the acquisition, expansion, renovation, installation and equipping of labor and delivery facilities, laboratories, testing and procedure rooms, office space and common areas and (iii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(b) Baptist Medical Center Beaches, located at or about 1350 13th Avenue South, Jacksonville Beach, Florida 32250, 1361 13th Avenue South, Jacksonville Beach, Florida 32250, 1370 13th Avenue South, Jacksonville Beach, Florida 32250, 1320 Roberts Drive, Jacksonville Beach, Florida 32250, 1375 Roberts Drive, Jacksonville Beach, Florida 32250 and 1127 South 16th Avenue, Jacksonville Beach, Florida 32250, including without limitation (i) the acquisition, expansion, renovation, installation and equipping of laboratories, testing and procedure rooms, pharmacies, office space and common areas and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(c) Baptist Medical Center South, located at or about 14550 Old St. Augustine Road, Jacksonville, Florida 32258, 14540 Old St. Augustine Road, Jacksonville, Florida 32258 and 14546 Old St. Augustine Road, Jacksonville, Florida 32258, including without limitation (i) the acquisition, construction, expansion, renovation, installation and equipping of facilities related to an inpatient bed expansion and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(d) Baptist Medical Campus at Nassau Crossing, located at or about 76375 Harper Chapel Road, Yulee, Florida 32097, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures; and

(e) Baptist Medical Campus at St. Augustine, located at or about 475 Prime Outlets Boulevard, St. Augustine, Florida 32084, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

EXHIBIT C
PUBLISHER'S AFFIDAVIT OF
PROOF OF PUBLICATION OF PUBLIC HEARING

[Attached]

CLAY TODAY

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Fleming Island, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personal appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement
Being a
Notice of Public Hearing


In the matter of Internal Revenue code

LEGAL: 34603
Was published in said newspaper in the issues:

4/28/22

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jon Cantrell
Sworn to me and subscribed before me 04/28/2022

Christie Lou Wayne

3513 US HWY 17 Fleming Island FL 32003
Telephone (904) 264-3200 FAX (904) 264-3285
E-Mail: christie@ostecnmmediagroup.com

NOTICE OF PUBLIC HEARING

The Board of County Commissioners of the County of Clay, Florida, will hold a public hearing on the proposed Ordinance of the Board of County Commissioners of the County of Clay, Florida, which is being presented to the Board of County Commissioners of the County of Clay, Florida, for their consideration and approval, at a public hearing to be held at 10:00 AM on Thursday, April 28, 2022, at the Board of County Commissioners' Office, 1000 West Highway 17, Fleming Island, Florida, 32003.

The public hearing will be held for the purpose of receiving public input on the proposed Ordinance of the Board of County Commissioners of the County of Clay, Florida, which is being presented to the Board of County Commissioners of the County of Clay, Florida, for their consideration and approval, at a public hearing to be held at 10:00 AM on Thursday, April 28, 2022, at the Board of County Commissioners' Office, 1000 West Highway 17, Fleming Island, Florida, 32003. Any person wishing to speak at the public hearing should contact the Board of County Commissioners' Office at 321-264-3200 or 321-264-3285.

any other method of communication, and all hearings shall be open to the public. Any person wishing to speak at the public hearing should contact the Board of County Commissioners' Office at 321-264-3200 or 321-264-3285. The Board of County Commissioners of the County of Clay, Florida, reserves the right to cancel, postpone, or change the date, time, or location of the public hearing without notice. Any person wishing to speak at the public hearing should contact the Board of County Commissioners' Office at 321-264-3200 or 321-264-3285.

The Board of County Commissioners of the County of Clay, Florida, will hold a public hearing on the proposed Ordinance of the Board of County Commissioners of the County of Clay, Florida, which is being presented to the Board of County Commissioners of the County of Clay, Florida, for their consideration and approval, at a public hearing to be held at 10:00 AM on Thursday, April 28, 2022, at the Board of County Commissioners' Office, 1000 West Highway 17, Fleming Island, Florida, 32003. Any person wishing to speak at the public hearing should contact the Board of County Commissioners' Office at 321-264-3200 or 321-264-3285.

Legal 34603 Published April 28, 2022 in Clay County's Clay Today Newspaper

***RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:***

McGuireWoods LLP
500 E. Pratt Street, Suite 1000
Baltimore, Maryland 21202
Attn: Clinton W. Randolph

INTERLOCAL AGREEMENT

Dated as of May 1, 2022

Between

CITY OF JACKSONVILLE, FLORIDA

and

CLAY COUNTY, FLORIDA

**THERE ARE NO INTANGIBLE TAXES OR DOCUMENTARY STAMPS DUE ON THE
BONDS DESCRIBED HEREIN, PURSUANT TO CHAPTER 159, PART II, FLORIDA
STATUTES**

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (this “Agreement”) is dated as of May 1, 2022, and is entered into between the CITY OF JACKSONVILLE, an incorporated municipality of the State of Florida (“Jacksonville”), and CLAY COUNTY, a political subdivision of the State of Florida (“Clay County”).

WITNESSETH:

WHEREAS, Jacksonville and Clay County each represents to the other that, pursuant to Chapter 159, Part II, Florida Statutes, as amended (“Chapter 159”), and other applicable provisions of law, it is authorized to issue bonds to finance the cost of the acquisition, construction, improvement and equipping of certain health care facilities; and

WHEREAS, Jacksonville and Clay County each represent to the other that it constitutes a “public agency” within the meaning of Section 163.01, Florida Statutes, as amended (the “Interlocal Act”), and is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children’s Hospital) (the “Borrower”), desires to finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain “health care facilities” constituting “projects,” as such terms are used in Chapter 159, located or to be located in Clay County (collectively, the “Clay County Project”) and finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of other “health care facilities” located or to be located outside Clay County (collectively, the “Other Project”), as described in Exhibit A hereto (the Clay County Project and the Other Project are hereinafter referred to collectively as the “Project”); and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that the Borrower has requested that Jacksonville and Clay County enter into this Agreement to authorize Jacksonville to issue under Chapter 159 its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022, in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount of not to exceed \$200,000,000 (the “Bonds”), to finance and refinance all or a portion of the Clay County Project and the Other Project, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans to the Borrower pursuant to one or more loan agreements between Jacksonville and the Borrower (individually and collectively, the “Financing Agreement”) to finance, refinance or reimburse all or a portion of the costs of the Clay County Project, and that issuance of the Bonds by Jacksonville will result in a significant cost savings to the Borrower

over the issuance and sale of separate issues of bonds by Jacksonville, Clay County and the other local government bodies, if any, whose jurisdiction within which a portion of the Project is or will be located, in order to finance, refinance or reimburse a portion of the costs of the Project; and

WHEREAS, Jacksonville and Clay County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on April 19, 2022, the Industrial Development Revenue Bond Review Committee of the City of Jacksonville, Florida, on behalf of Jacksonville, preliminarily authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the City Council of Jacksonville authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the Board of County Commissioners of Clay County approved the issuance of the Bonds by Jacksonville and approved the execution and delivery of this Agreement; and

WHEREAS, the Interlocal Act authorizes Jacksonville and Clay County to enter into this Agreement, and the Interlocal Act and Chapter 159 confer upon Jacksonville authorization to issue the Bonds and to apply the proceeds thereof to the financing or refinancing of the Clay County Project through one or more loans of Bond proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by Jacksonville for such purposes and such agreement by the parties hereto is in the public interest; and

WHEREAS, pursuant to Section 6 hereof, the Borrower has agreed to indemnify Jacksonville and Clay County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Bonds. Jacksonville and Clay County do hereby agree that Jacksonville is hereby authorized to issue the Bonds in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount not exceeding \$200,000,000, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans from time to time to the Borrower to finance, refinance or reimburse all or a portion of the costs of the Clay County Project. Jacksonville is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Clay County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Clay County which are necessary or convenient for the issuance of the Bonds and

the financing of the Clay County Project to the same extent as if Clay County were issuing its own obligations under Chapter 159 for such purposes without any further authorization from Clay County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that Jacksonville be vested, to the maximum extent permitted by law, with all powers which Clay County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance the Clay County Project as though Clay County were issuing the Bonds as its own special limited obligations.

The approval given herein by Clay County shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clay County Project, and Clay County shall not be construed by reason of the delivery of this Agreement to have made any such endorsement, finding or recommendation or to have waived any right of Clay County or to be estopped from asserting any rights or responsibilities it may have in such regard.

SECTION 2. Qualifying Project.

A. Jacksonville hereby further represents, determines and agrees as follows:

1. The Project constitutes a “project” as such term is used in Chapter 159.

2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Financing Agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Chapter 159 and such other responsibilities as may be imposed under the Financing Agreement.

3. Adequate provision will be made in the Financing Agreement for the operation, repair, and maintenance of the Clay County Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.

4. The Borrower has represented to Jacksonville that the Borrower expects to expend proceeds of the Bonds in an amount not exceeding \$100,000,000 to pay costs (including related financing costs) of the Clay County Project.

5. A public hearing was held on May 9, 2022, by Jacksonville, on behalf of Jacksonville and the City Council of Jacksonville, during which comments concerning the issuance of the Bonds by Jacksonville to finance or refinance the Project were requested and could be heard.

B. Clay County hereby represents, determines and agrees as follows:

1. The Clay County Project is appropriate to the needs and circumstances of; provides or preserves gainful employment; and serves a public purpose by advancing the public health or the general welfare of the State of Florida and its people.

2. Clay County and other local agencies will be able to cope satisfactorily with the impact of the Clay County Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the operation, repair, and maintenance of the Clay County Project and on account of any increases in population or other circumstances resulting therefrom.

3. A public hearing was held by the Board of County Commissioners (the "Board") of Clay County at 5:00 p.m., local time, on May 24, 2022, in the Board of County Commissioners Meeting Room on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida 32043, at a meeting of the Board, during which comments concerning approval by the Board of the issuance of the Bonds by Jacksonville to finance the Clay County Project were requested and could be heard.

4. The Board approved the issuance of the Bonds by Jacksonville and the use of the proceeds thereof to finance and refinance the Clay County Project at a meeting on May 24, 2022.

SECTION 3. No Pecuniary Liability of Jacksonville or Clay County; Limited Obligation of Jacksonville. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon Jacksonville or Clay County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of Jacksonville or Clay County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of Jacksonville payable solely from certain nongovernmental revenues and other nongovernmental amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Jacksonville or Clay County in his or her individual capacity and no member, officer, agent or employee of Jacksonville or Clay County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. Jacksonville shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a trust indenture related to the Bonds.

Neither Jacksonville nor Clay County shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or

approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by Jacksonville or Clay County or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. Indemnity. The Borrower, by its approval and acknowledgement at the end of this Agreement, agrees to indemnify and hold harmless Jacksonville and Clay County, their respective officers, employees, representatives and agents, from and against any and all losses, claims, damages, liabilities or expenses of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid (or any bonds issued to refund the Bonds remain outstanding or unpaid). Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing, refinancing or reimbursement of the costs of any facility which either party hereto may choose to finance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Duval County, Florida and with the Clerk of the Circuit Court of Clay County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed with the Borrower's executed approval and acknowledgment attached thereto.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorneys' fees, at both trial and appellate levels. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend Jacksonville's or Clay County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida.

SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

CITY OF JACKSONVILLE, FLORIDA

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____ and _____, the _____ and _____, respectively, of the City of Jacksonville, Florida, on behalf of the City. Such persons did not take an oath and: *(notary must check applicable box)*

- are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):

My Commission Expires
(if not legible on seal):

CLAY COUNTY, FLORIDA

ATTEST:

By: _____
Wayne Bolla
Chairman

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

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____ and _____, the _____ and _____, respectively, of Clay County, Florida, on behalf of the County. Such persons did not take an oath and: *(notary must check applicable box)*

- are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):

My Commission Expires
(if not legible on seal):

APPROVAL AND ACKNOWLEDGMENT

Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children’s Hospital) (the “Borrower”), hereby approves the foregoing Interlocal Agreement, certifies that the information contained therein regarding the Borrower is correct and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC.,
a Florida not for profit corporation

By: _____
Its: Senior Vice President, Finance and Chief Treasury Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Scott Finnegan, the Senior Vice President, Finance and Chief Treasury Officer of Southern Baptist Hospital of Florida, Inc., on behalf of Southern Baptist Hospital of Florida, Inc. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- produced a current Florida driver’s license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):

My Commission Expires
(if not legible on seal):

EXHIBIT A

PROJECT DESCRIPTIONS

Clay County Project Description

The Clay County Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at Baptist Clay Medical Campus, located at or about 1771 Baptist Clay Drive, Fleming Island, Florida 32003 and 1747 Baptist Clay Drive, Fleming Island, Florida 32203, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 300,000 square foot inpatient hospital facility with approximately 100 beds and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Other Project Description

The Other Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at:

(a) Baptist Medical Center Jacksonville, located at or about 800 Prudential Drive, Jacksonville, Florida 32207, 836 Prudential Drive, Jacksonville, Florida 32207, 841 Prudential Drive, Jacksonville, Florida 32207, 1325 San Marco Boulevard, Jacksonville, Florida 32207, 1235 San Marco Boulevard, Jacksonville, Florida 32207, 1650 Prudential Drive, Jacksonville, Florida 32207, 1660 Prudential Drive, Jacksonville, Florida 32207 and 3451 Beach Boulevard, Jacksonville, Florida 32207, including without limitation (i) the acquisition, construction, planning, development, renovation, improvement and equipping of a new approximately seven-story health care facility, including without limitation an approximately 75-bed Neonatal Intensive Care Unit and an approximately 26-bed Pediatric Intensive Care Unit, (ii) the acquisition, expansion, renovation, installation and equipping of labor and delivery facilities, laboratories, testing and procedure rooms, office space and common areas and (iii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(b) Baptist Medical Center Beaches, located at or about 1350 13th Avenue South, Jacksonville Beach, Florida 32250, 1361 13th Avenue South, Jacksonville Beach, Florida 32250, 1370 13th Avenue South, Jacksonville Beach, Florida 32250, 1320 Roberts Drive, Jacksonville Beach, Florida 32250, 1375 Roberts Drive, Jacksonville Beach, Florida 32250 and 1127 South 16th Avenue, Jacksonville Beach, Florida 32250, including without limitation (i) the acquisition, expansion, renovation, installation and equipping of laboratories, testing and procedure rooms, pharmacies, office space and common areas and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(c) Baptist Medical Center South, located at or about 14550 Old St. Augustine Road, Jacksonville, Florida 32258, 14540 Old St. Augustine Road, Jacksonville, Florida 32258 and 14546 Old St. Augustine Road, Jacksonville, Florida 32258, including without limitation (i) the acquisition, construction, expansion, renovation, installation and equipping of facilities related to an inpatient bed expansion and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

(d) Baptist Medical Campus at Nassau Crossing, located at or about 76375 Harper Chapel Road, Yulee, Florida 32097, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures; and

(e) Baptist Medical Campus at St. Augustine, located at or about 475 Prime Outlets Boulevard, St. Augustine, Florida 32084, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Mike Brown, Zoning Chief

SUBJECT: This application is to rezone a 2.07 acre parcel on Henley Road from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32). The parcel has frontages on both Henley Rd. and Simmons Tr. Sec. 3-33B.A.1. of the LDC requires the County to rezone undeveloped properties to the base zoning district for each land use. The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF.

The PS-1 zoning district allows for Churches, Synagogues and Temples; together with educational and recreational facilities owned, maintained and operated by any such Church, Synagogue or Temple and accessory thereto; together with rectories, convents and parsonages... A rectory or parsonage is a residence for a member of the clergy.

Is Funding Required (Yes/No):

No

If Yes, Was the item budgeted

(Yes/No/N/A):

No

N/A

Sole Source (Yes/No):

No

Advanced Payment

(Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes/No):

Yes

Hearing Type: Second Public Hearing

Meeting Type: Public Hearing

Initiated By: Applicant

Rezoning of property by owner requires public hearing with Planning Commission and Final hearing for adoption by the Board of County Commissioners.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Staff Report Z-22-04	Backup Material	5/16/2022	Staff_Report-REZ-22-04_FinalADA.pdf
▢ Ordinance Z 22-04	Ordinance	5/16/2022	Z-22-04_Ordinance_DraftADA.pdf
▢ Agreement_Type III	Agreement/Contract	5/16/2022	Development_Agreement_Type_III_BeasleyADA.pdf
▢ Application	Backup Material	5/16/2022	ApplicationADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	5/17/2022 - 9:25 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	5/17/2022 - 2:10 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes



1 **Rezoning Application Z-22-04**

2 **Staff Report**

3
4 **Copies of the application are available at the Clay County**
5 **Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043**
6
7

8 **Owner:** Barry Beasley & Hae Chauncey
9 **Phone:** (904) 654-5002
10 **Email:** blackpearlplumbing.inc@gmail.com

Address: 3376 Penny Lane
Middleburg, FL. 32068

11 **Property Information**

12 **Parcel ID:** 21-05-25-009607-001-00
13 **Current Zoning:** PS-1 (Private Services)
14 **Zoning Proposed:** LA RF (Lake Asbury Rural Fringe)

Address: Henley Rd. Vacant
Land Use: Lake Asbury Rural Fringe
Acres: 2.07

15 **Commission District:** 5 (Commissioner Burke)

Planning District: Penney
Farms/Asbury

16
17
18 **Background**

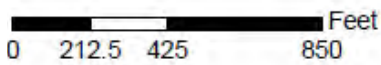
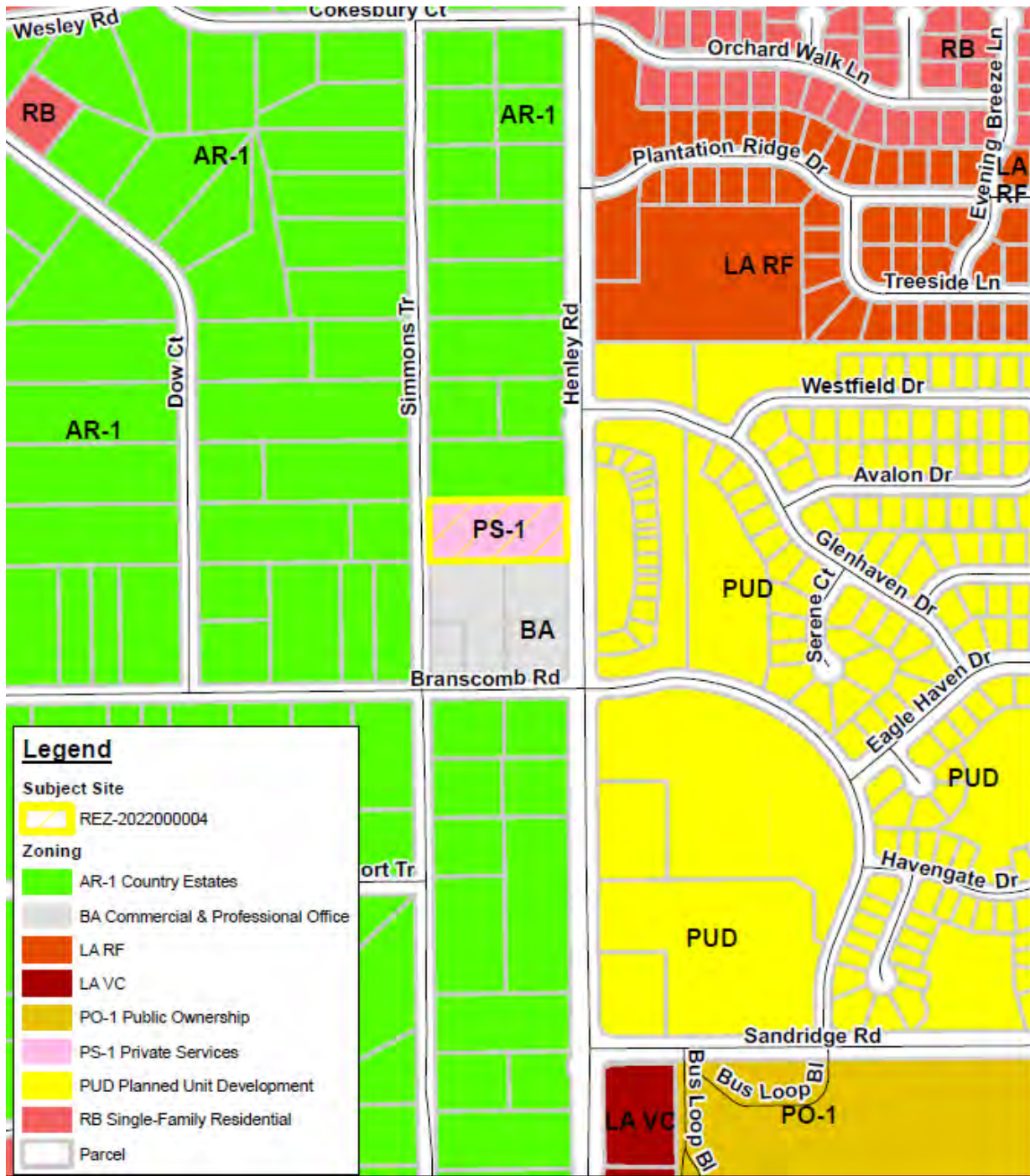
19 The application is to rezone a single parcel totaling 2.07 acres from PS-1 to LA RF. The parcel is
20 located within the LAMPA. The purpose of the rezoning is to allow for the development of a
21 single family residence by the owner. In 2015, the parcel was rezoned from AR-1 to PS-1
22 (Ordinance 2015-32). The parcel has frontages on both Henley Rd. and Simmons Tr. Sec. 3-
23 33B.A.1. of the LDC requires the County to rezone undeveloped properties to the base zoning
24 district for each land use. The subject parcel is located in Lake Asbury Rural Fringe land use. The
25 base zoning for the LA RF land use is LA RF.

26
27 The PS-1 zoning district allows for Churches, Synagogues and Temples; together with educational
28 and recreational facilities owned, maintained and operated by any such Church, Synagogue or
29 Temple and accessory thereto; together with rectories, convents and parsonages... A rectory or
30 parsonage is a residence for a member of the clergy.
31
32

33 **Surrounding Zonings and Land Use**

	ZONING	FUTURE LAND USE
North	AR-1 (Country Estates)	Lake Asbury Rural Fringe (RF)
East	PUD	Commercial (COM)
West	AR-1 (Country Estates)	Lake Asbury Rural Fringe (RF)
South	BA (Neighborhood Business)	Commercial (COM)

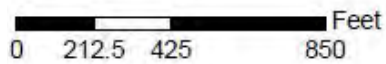
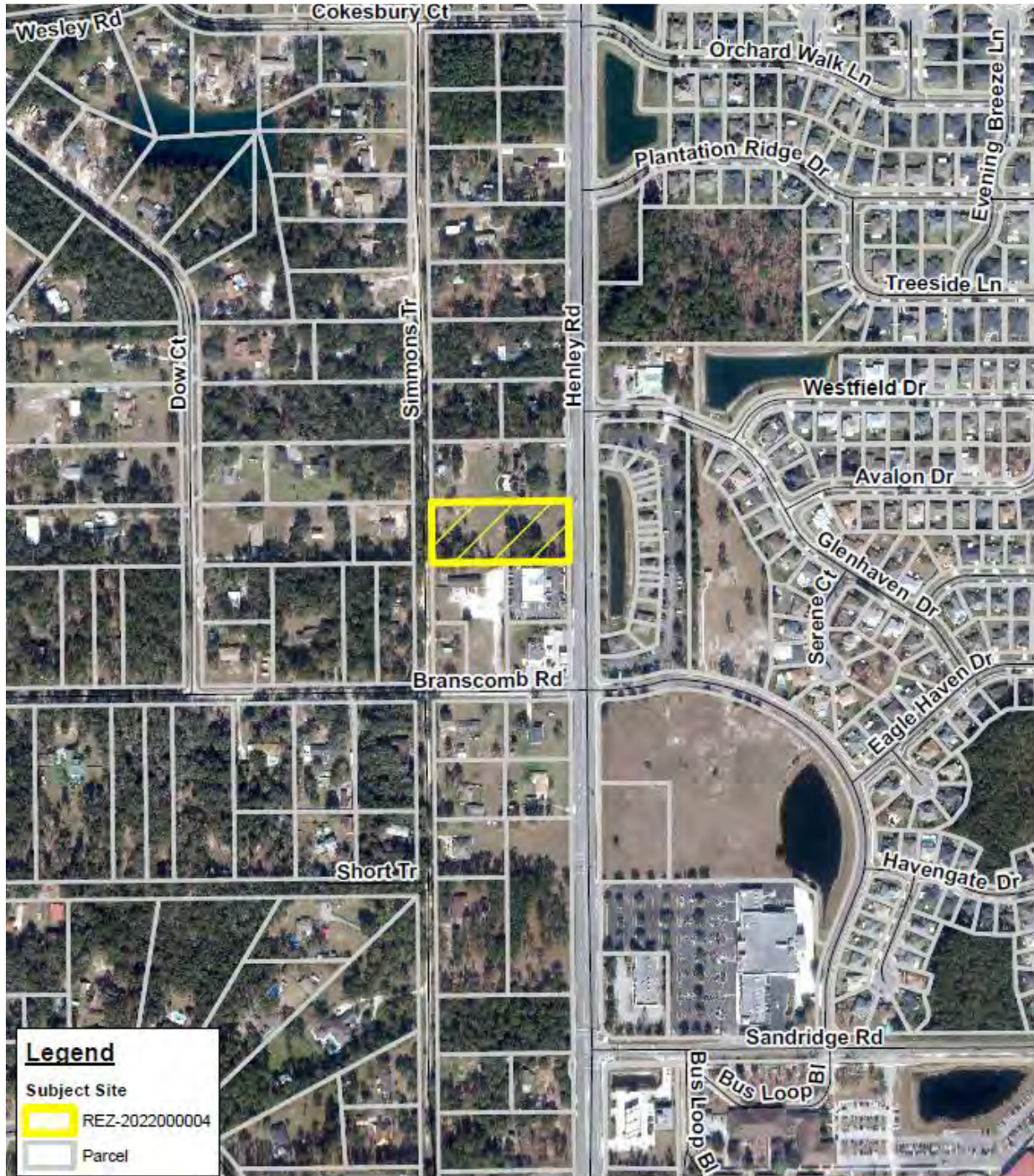
34
35
36
37
38 **Existing Zoning**



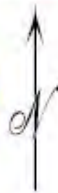
**Rezoning: REZ-2022000004
 from PS-1 to LA RF**



42 Aerial of Site
43



Rezoning: REZ-2022000004
from PS-1 to LA RF



44

45 **Proposed LA RF Zoning District**

46
47 **Sec. 3-33 B.B.4. Lake Asbury Rural Fringe (LA RF) Land Use**

48
49 The Base Zoning is LA RF, permitting single family, detached single family detached homes
50 as a permitted use. All development must submit site plans for review to ensure conformance
51 with design standards, and shall be bound by such site plans. Other Zoning Districts
52 permitted in the LA RF Land Use (consistent Zoning Districts) are PO-1, PO-2, PO-3, PO-4,
53 PS-1, PS-2, PS-3, PS-4, and PS-5.

54
55 Densities shall be a maximum of 3 dwelling units per net acre and a minimum of one
56 dwelling unit per net acre. All development is subject to the Lake Asbury Overlay
57 Standards.

58
59 a. Permitted uses:

- 60 i. Single-family detached dwellings and customary accessory buildings
- 61 incidental thereto, meeting the standards of this code.
- 62 ii. Accessory apartments, meeting the standards of this code.
- 63 iii. Satellite dish receivers to serve the development in which located.
- 64 iv. On-premises consumption of alcoholic beverages within recreation- and
- 65 clubhouse-type facilities developed as part of a unified plan of development
- 66 and only for use by the residents and their guests and licensed under Chapter
- 67 11-C of the Florida Division of Alcoholic Beverage and Tobacco.
- 68 v. Neighborhood parks.
- 69 vi. Places of worship, allowed on minor and major collectors. Forty thousand
- 70 square foot limitation and additional 10,000 square foot allowed for
- 71 classrooms, meeting space, and other ancillary uses on minor collectors; no
- 72 size limitations on major collectors.
- 73 vii. Washing facilities for use by residents.
- 74 viii. Storage of travel trailers, recreational vehicles and boats for residents of a
- 75 subdivision, within that subdivision, provided such units are stored in a
- 76 separate area that is landscaped, visually screened, and maintained. Storage
- 77 of these units shall not be permitted on individual lots.
- 78 ix. Public and private educational facilities.
- 79 x. The non-commercial keeping and raising of horses, cattle, sheep, goats, swine
- 80 and other similar animals; provided, however, that no more than one horse,
- 81 cattle, sheep, swine, goat or other large farm animal six months of age or
- 82 older shall be permitted to be kept or maintained per two acres of land. No
- 83 animal pen, stall, stable, or other similar animal enclosure shall be located
- 84 nearer than fifty feet to the property.
- 85 xi. Agricultural classification for ad valorem tax purposes.
- 86 xii. Public and/or Private Utility Sites.

87
88 b. Conditional Uses. The following uses are permitted subject to the conditions
89 specified in Sec. 20.3-5 of the Zoning Code.

- 90 i. Home occupations.
- 91 ii. Swimming pools.
- 92 iii. Private ponds.

- 93 iv. Temporary structures or buildings (excluding mobile homes).
94
95 c. Uses or Activities Permitted By Right as Accessory. The use of land or activities
96 upon such land, which are secondary or incidental to the primary use as set forth
97 herein, shall be as follows:
98 i. The keeping of domesticated cats and dogs with a limit of six total per
99 household over six months in age.
100 ii. Garage sales will be allowed up to a maximum of two (2) garage sales within
101 any calendar year. The duration of each garage sale shall be a maximum of
102 seventy-two (72) hours and may be conducted only within daylight hours. No
103 sign advertising a garage sale may be placed on any public right-of-way.
104
105 d. Prohibited Uses or Activities.
106 i. Any use or activity not permitted in (a), (b), or (c) above.
107
108 e. Dimensional Standards.
109 i. Minimum Density: 1 unit per net acre.
110 ii. Maximum Density: 3 units per net acre;
111 iii. Minimum Lot Size: 6,000 square feet; 3,500 with rear alleys.
112 iv. Minimum Lot Width at Building Line: 50 feet; 40 with rear alley easement.
113 v. Minimum Front Setback: 10 feet for front porches; 15 for front façade
114 vi. Minimum Side Setback: 5 feet.
115 vii. Minimum Rear Setback: 10 feet; 14 with rear alleys.
116 viii. Maximum Percent of Lot Coverage: 50 percent (total for all primary and
117 accessory buildings).
118

119 **Staff Assessment and Recommendation**

120
121 The applicant is requesting a change in zoning from PS-1 to LA RF for 2.07 acres. The LA RF
122 zoning district is consistent with the future land use designation of LA RF. The County adopted
123 Ordinance 2021-48 in November 2021. This Ordinance placed a temporary moratorium on any
124 propose land use change or zoning change which would increase the allowable residential density
125 of any parcel of land within the LAMPA.
126

127
128 Staff has reviewed the application and determined that the request is compatible with the
129 surrounding area. Staff recommends approval of application Z-22-04 along with the execution of
130 an Agreement which limits the development of the subject parcel to 1 (one) single family dwelling
131 unit.

ORDINANCE NO. 2022-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY (TAX PARCEL IDENTIFICATION NUMBER 21-05-25-009607-001-00) FROM ITS PRESENT ZONING CLASSIFICATION OF PS-1 (PRIVATE SERVICES DISTRICT) TO LA RF (LAKE ASBURY RURAL FRINGE DISTRICT); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

SECTION 1. Application Z-22-04, submitted by Barry L. Beasley and Hae Chauncey, seeks to rezone certain real property (tax parcel identification number 21-05-25-009607-001-00) (the Property) described as follows:

See attached Exhibit A

SECTION 2. The Board of County Commissioners approves the rezoning request. The present zoning classification of the Property, PS-1 (Private Services District), is changed to LA RF (Lake Asbury Rural Fringe District).

SECTION 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

SECTION 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this ____ day of May, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

BY: _____
Wayne Bolla, Its Chairman

ATTEST:

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

Exhibit A

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.

Less and Except the following

Commencing from the northeast corner of Lot 1, Block 2, LAKE ASBURY UNIT 7, said corner being at the intersection of the westerly Right-of-Way of Henley Road (CR 739) and the southerly Right-of-Way of Cokesbury Court; Thence along the westerly Right-of-Way of Henley Road (CR 739), S 00 Degrees 28' 46" E a distance of 742.72 feet to a point; Thence S 00 Degrees 28' 40" E a distance of 807.15 feet to the northeast corner of Lot 9; the point of Beginning. Thence from the Point of Beginning along the Westerly Right-of-way of Henley Road (CR 739), S 00 Degrees 28' 40" E a distance of 199.98 feet to the southeast corner of Lot 9; Thence along the southerly line of Lot 9, S 89 Degrees 21' 53" W a distance of 14.00 feet to a point; Thence leaving said southerly line with a new line N 00 Degrees 28' 40" W a distance of 199.98 feet to a point in the northerly line of Lot 9; Thence along said northerly line N 89 Degrees 21' 53" E a distance of 14.00 feet to the Point of Beginning.

Prepared by & Return to After Recording:
Clay County Attorney
P.O. Box 0.33
Green Cove Springs, FL 32043
904.284.6300

Parcel ID: 21-05-25-009607-001-00

**TYPE III DEVELOPMENT AGREEMENT BETWEEN BARRY L. BEASLEY
AND HAE S. CHAUNCEY AND CLAY COUNTY, FLORIDA**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2022, by and between CLAY COUNTY, a political subdivision of the State of Florida (the "County" or "Clay County") and BARRY L. BEASLEY and HAE S. CHAUNCEY (the "Owners").

RECITALS

WHEREAS, the County enacted Ordinance 1995-44 which established procedures by which Development Agreements could be considered and approved by the County pursuant to Sections 163.3220 through 163.3243, Florida Statutes, which Ordinance was designated as Article X of the Clay County Land Development Code, also known as “Development Agreement Procedures and Regulations”); and,

WHEREAS, the County adopted Ordinance 2018-09 which amended Ordinance 1995-44, to create Type III Development Agreements for the purpose of, among other things, providing for the implementation and monitoring of land use controls by mutual agreement of the County and an applicant; and,

WHEREAS, Parcel number 21-05-25-009607-001-00 (the “Property”) is a 2.07-acre parcel with frontages on both Henley Road and Simmons Trail contained within the Lake Asbury Master Plan Area (LAMPA) that is currently zoned Private Services-1 (“PS-1”); and,

WHEREAS, Owners desire to rezone the Property to Lake Asbury Rural Fringe (“LA RF”) in order to build a single-family home on the property and to that end have submitted application Z2022-04; and,

WHEREAS, The LA RF zoning district permits single family residential housing at a density of one to three units per acre; and,

WHEREAS, the County adopted Ordinance 2021-48 in November 2021 which placed a temporary moratorium on any proposed land use or zoning change within the LAMPA which would increase the allowable residential density, and,

WHEREAS, the Owners' request to rezone the property to LA RF from PS-1 to build a single-family home would additionally provide for an increase to the property's permitted residential density to upwards of 6 units which, if utilized, would violate the temporary moratorium set forth in Ordinance 2021-48; and,

WHEREAS, this Development Agreement sets forth the Agreement of the parties to provide for land use controls for the Property.

NOW THEREFORE, in consideration of the mutual covenants set forth herein the receipt and sufficiency of which are hereby acknowledged, Owners and the County hereby agree as follows:

(1) **Legal Description.** The Property is identified as Parcel ID 21-05-25-009607-001-00 and more particularly described in Exhibit A attached hereto. The Property is located within the LAMPA and is owned by Barry L. Beasley and Hae S. Chauncey, 3376 Penny Lane, Middleburg, FL 32068.

(2) **Duration.** This Agreement shall be effective as of the date it is recorded and shall remain in effect for 20 years.

(3) **Proposed Uses.** Construct a single-family home consistent with the LAMPA Rural Fringe land use and zoning.

(4) **Future Land Use Map Designation.** The land use designation is LAMPA Rural Fringe.

(5) **Dedication of Land for Public Purposes.** None.

(6) **Plan of Development.** If Owners' rezoning application is approved, Owners are authorized to build one single-family home and an accessory building on the Property. Any additional development of the Property shall require permission of the Clay County Board of County Commissioners.

(7) **Consistency of Plan.** Owners' proposed plan is consistent with the applicable

LAMPA Rural Fringe land use and zoning requirements.

(8) **Additional Development.** Approval for any additional development beyond the one single-family home and accessory building shall be requested: a) by way of a re-zoning application that is presented to the Planning Commission and the Board of County Commissioners after proper notice; or b) by amendment to or cancellation of this Agreement by the Clay County Board of County Commissioners as set forth in paragraph 14 below.

(9) **Statement of Voluntary Action.** This Development Agreement is voluntarily entered into in consideration of the benefits inuring to and the rights of the parties arising hereunder.

(10) **Statement of Compliance.** Owners shall comply with the applicable Land Development Code and laws in place at the time of the approval of this Agreement.

(11) **Annual Report.** There is no Annual Report requirement for this Agreement.

(12) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to all designated successors in interest of the Owners. With notice to Clay County, the Owners may transfer all or part of the obligations or responsibilities of this Agreement, and upon said notice, Owners shall cease to be responsible for the obligations or responsibilities identified in the notice.

(13) **Other Permits.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owners of the necessity of compliance with land development regulations or law governing such permitting requirements, conditions, terms, or restrictions in place at the time of the approval of this Agreement.

(14) **Amendment/Cancellation.** This Agreement may be amended or cancelled by mutual agreement of the parties or pursuant to Article X, Section 10-4(6) and (7) of the Clay County Land Development Code.

(15) **Enforcement.** If Owners fail to perform any obligation under this Agreement, the County may, in addition to the initiation of legal proceedings, cancel or amend this Agreement.

(16) **Representations and Warranties.** Owners represent that they have the authority to enter into and perform under this Agreement and that this Agreement constitutes the valid, binding, and enforceable obligation of the Owners.

(17) **Entire Agreement.** This Agreement incorporates and includes all prior

negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document.

(18) **Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (i) personal delivery; (ii) deposit within the United States Postal Service, postage prepaid, to the addresses stated below; or (iii) by deposit with an overnight express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice deposited in the USPS in the manner described above shall be deemed effective five business days after deposit with USPS. Notice by overnight express delivery service shall be deemed effective 24 hours after deposit with the express delivery service.

For purposes of Notice, the following addresses shall be used for the parties:

(a) Clay County:

Clay County Planning and Zoning Division
Post Office Box 367
Green Cove Springs, FL 32043

With copy to:

Office of the County Attorney
Post Office Box 1366
Green Cove Springs, FL 32043

(b) Owners:

Barry L. Beasley and Hae S. Chauncey
3376 Penny Lane
Middleburg, FL 32068

(19) **Jurisdiction and Governing Law.** Venue for any action brought to enforce or interpret the terms of this Agreement shall be brought in Clay County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

(20) **Severability.** If any portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent, and such holding shall not affect the validity of the remaining portions.

(21) **Exhibits.** Exhibits to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement: Exhibit A.

(22) **Hold Harmless.** Owners agree to relieve, indemnify, and defend Clay County and hold it harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which Clay County or any of its employees, officers, agents, or servants may be put by reason of or resulting from any action whatsoever taken under this Agreement.

(23) **Recording.** This Agreement shall be recorded in the public records of Clay County, Florida, at Owners' expense following its execution by the Parties.

(24) **Effective Date.** This Agreement is effective as of the date it is recorded in the public records of Clay County, Florida.

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

Clay County, Florida

Howard Wanamaker
County Manager

Chereese Stewart, Director
Department of Economic and Development Services

Owners

Barry L. Beasley

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 20____, by _____, who is () personally known to me or who () produced _____ as identification.

Notary Public Signature
Printed Name: _____

My Commission Expires: _____
(SEAL)

() Online Notary (Check if acknowledgment done by Online Notarization)

Hae S. Chauncey

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 20____, by _____, who is () personally known to me or who () produced _____ as identification.

Notary Public Signature
Printed Name: _____

My Commission Expires: _____
(SEAL)

() Online Notary (Check if acknowledgment done by Online Notarization)

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

Parcel ID Number: 210525-009607-001-00

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.

Less and Except the following

Commencing from the northeast corner of Lot 1, Block 2, LAKE ASBURY UNIT 7, said corner being at the intersection of the westerly Right-of-Way of Henley Road (CR 739) and the southerly Right-of-Way of Cokesbury Court; Thence along the westerly Right-of-Way of Henley Road (CR 739), S 00 Degrees 28' 46" E a distance of 742.72 feet to a point; Thence S 00 Degrees 28' 40" E a distance of 807.15 feet to the northeast corner of Lot 9; the point of Beginning. Thence from the Point of Beginning along the Westerly Right-of-way of Henley Road (CR 739), S 00 Degrees 28' 40" E a distance of 199.98 feet to the southeast corner of Lot 9; Thence along the southerly line of Lot 9, S 89 Degrees 21' 53" W a distance of 14.00 feet to a point; Thence leaving said southerly line with a new line N 00 Degrees 28' 40" W a distance of 199.98 feet to a point in the northerly line of Lot 9; Thence along said northerly line N 89 Degrees 21' 53" E a distance of 14.00 feet to the Point of Beginning.



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



IMS #: Rez-2022000004 Date Rec: 3/3/22 Received By: Laura Hanson

REZONING APPLICATION

Owner's Name: Barry L Beasley - H&E Chauncey		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 3376 Penny Lane		
City: Middleburg,	State: FL	Zip Code: 32068
Phone: 904-654-5002	Email: blackpearlplumbing-inc@gmail.com	

Parcel & Rezoning Information

Parcel Identification Number: 21-05-25-009607-001-00		
Address: Pending		
City: Green Cove Springs	State: FL	Zip Code: 32043
Number of Acres being Rezoned: 2.07	Current Zoning: Pst	Current Land Use:
Proposed Zoning: AR-1	I am seeking a: <u>Permitted Use</u> Conditional Use	
Property Will be Used as:	S.F.D.	

Required Attachments

Deed Survey Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
 Agents Authorization Attachment A-1 Owner's Affidavit Attachment A-2 Legal Description Attachment A-3
 Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

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: <i>Hae Chauncey</i>	Date: <i>3/2/22</i>	Printed Name: <i>HAE Chauncey</i>
--	---------------------	-----------------------------------

The rest of this space is intentionally left blank

Prepared by:
Alexandra B. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003
File Number: CHAUNCEY/THOMA

WARRANTY DEED

THIS INDENTURE, made this 20th day of September, 2021, by Johnny E. Thomas, an unmarried man, whose address is 2794 Henley Road, Green Cove Springs, FL 32043, hereinafter called the Grantor, to Barry L. Beasley and Hae S. Chauncey, whose address is 3376 Penny Lane, Middleburg, FL 32068, hereinafter called the Grantee,

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, Grantee's heirs and assigns forever, the following described land, situate lying and being in Clay County, Florida, to wit:

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.

Less and Except the following

Commencing from the northeast corner of Lot 1, Block 2, LAKE ASBURY UNIT 7, said corner being at the intersection of the westerly Right-of-Way of Henley Road (CR 739) and the southerly Right-of-Way of Cokesbury Court; Thence along the westerly Right-of-Way of Henley Road (CR 739), S 00 Degrees 28' 46" E a distance of 742.72 feet to a point; Thence S 00 Degrees 28' 40" E a distance of 807.15 feet to the northeast corner of Lot 9; the point of Beginning. Thence from the Point of Beginning along the Westerly Right-of-way of Henley Road (CR 739), S 00 Degrees 28' 40" E a distance of 199.98 feet to the southeast corner of Lot 9; Thence along the southerly line of Lot 9, S 89 Degrees 21' 53" W a distance of 14.00 feet to a point; Thence leaving said southerly line with a new line N 00 Degrees 28' 40" W a distance of 199.98 feet to a point in the northerly line of Lot 9; Thence along said northerly line N 89 Degrees 21' 53" E a distance of 14.00 feet to the Point of Beginning.

Prepared by:
Alexandra B. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003
File Number: CHAUNCEY/THOMA

Parcel ID Number: 210525-009607-001-00

Subject to Covenants, Restrictions and Easements of Record. Subject also to taxes for 2021 and subsequent years.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Signatures of Grantors on Following Page

Prepared by:
Alexandra D. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003
File Number: CHAUNCEY/THOMA

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of two witnesses:

Witness No. 1

Witness Sign Name *Brophy* *Johnny E Thomas* (Seal)
Witness Print Name Jennifer Brophy Johnny E. Thomas

Witness No. 2

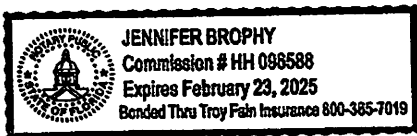
Witness Sign Name *Jenny*
Witness Print Name Jennifer Lewis

State of Florida
County of Clay

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [] physical presence or [] online notarization on this 20th day of September, 2021, by Johnny E. Thomas, an unmarried man, () who is/are personally known to me or () who has produced FL DL as identification.

(Affix Notary Stamp)

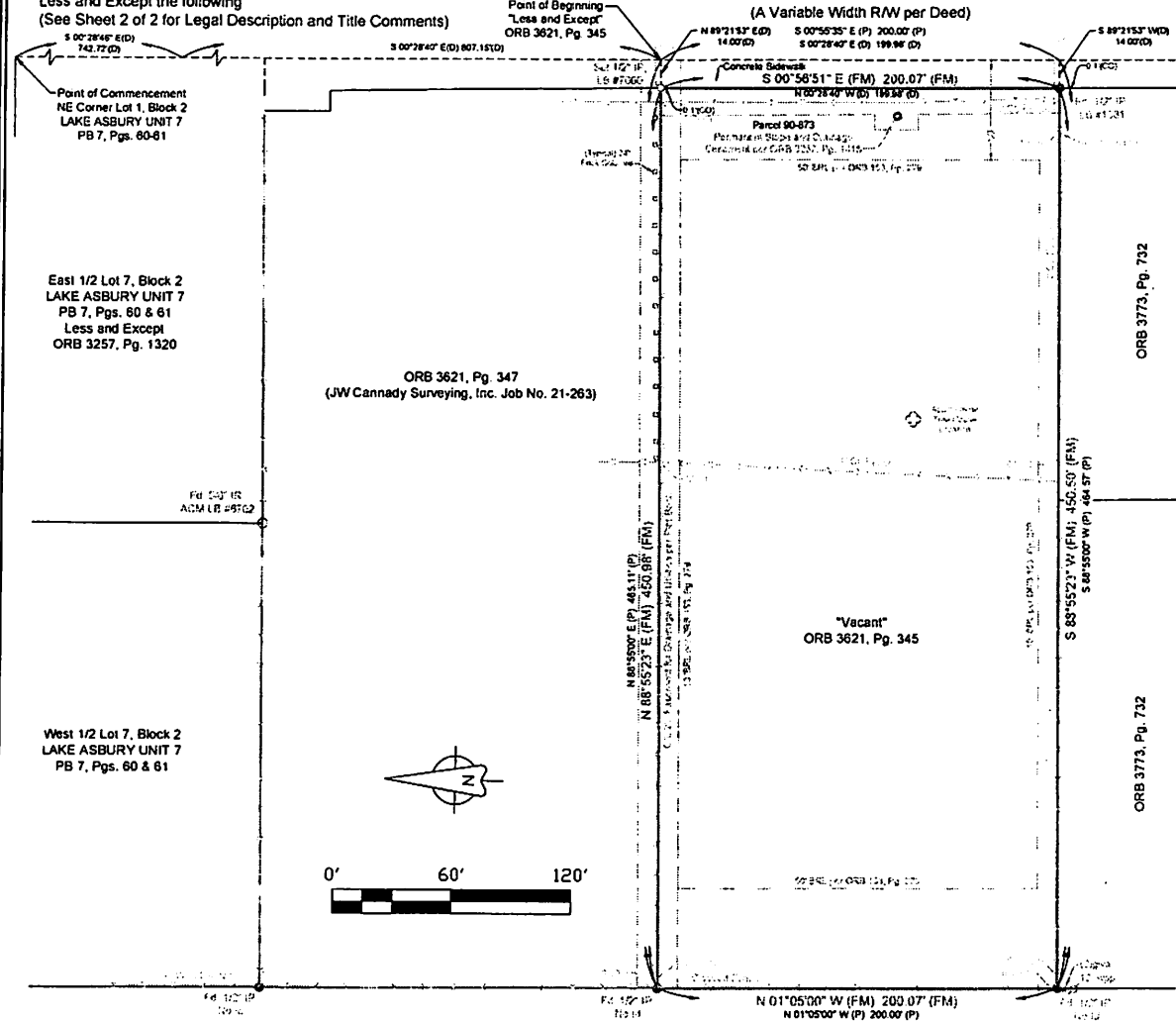
Notary Sign Name: *Brophy*
Notary Print Name: Jennifer Brophy
Notary Public, State of Florida
Notary Commission Expires: _____
Notary Commission Number: _____



MAP SHOWING BOUNDARY SURVEY OF

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.
Less and Except the following
(See Sheet 2 of 2 for Legal Description and Title Comments)

Henley Road
State Road No. S-739
(A Variable Width R/W per Deed)



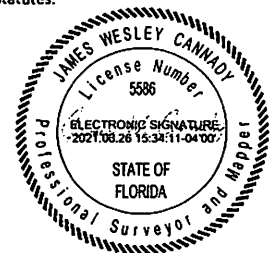
General Notes

1. This is a Map showing Boundary Survey.
2. Bearings are based on the Easterly Right of Way line of Simmons Trail, being the Assumed Bearing of N 01° 05' 00" E, as per Record Plat.
3. This survey was prepared with the benefit of a title commitment issued by First American Title Insurance Company with a commitment date of July 30, 2021 at 8:00 am, Issuing Agent: Head, Moss, Fulton & Griffin, P.A. with the Issuing Office File Number of CHAUNCEY/THOMA.
4. The Property shown hereon embraced by heavy lines is based on a Legal Description provided by Client.
5. This Survey does not reflect or determine Ownership.
6. This Survey shows only the Above Ground Indicia, No underground Utilities, Footers, Structures, or Improvements are shown on this map.
7. By Graphic Plotting only, the property shown hereon lies within zone: "X" as shown on the Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community Panel Number: 120064-0170E, Map revised date: March 17, 2014.
8. The maximum allowable Horizontal Relative Positional Accuracy for an American Land Title Association / National Society of Professional Surveyors Land Title Survey is 0.07' plus 50 parts per million (based on the direct distance between the two points being accuracy tested). This survey meets or exceeds the Horizontal Relative Positional Accuracy of 0.07' plus 50 parts per million for all control points and boundary monuments.

Unless it bears the Signature and the Original Raised seal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid or unless the Electronic Image File bears the Electronic Signature and Seal of a Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid.

2988 Plummer Cove Road
Jacksonville, Florida 32223
Phone: (904) 647-6943
Licensed Business No.: 7080
EMAIL: wes@cannadysurvey.com

I hereby certify that this survey meets the standards of practice established by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.



By: _____
James W. Cannady, Professional Surveyor & Mapper,
Certificate No. 5586, State of Florida

DRAWING PATH: \\Team Drives\Current Projects\21-248_0 Henley Rd\DWG	
JOB NUMBER: 21-248	SCALE: 1" = 60'
FIELD BOOK: 361 PAGE: 58	FIELD DATE: August 18, 2021
DRAWN BY: CWC	MAP FILE NUMBER: B-845
CHECKED BY: JWCJ	SHEET NUMBER: 1 OF 2

Clay County Rezoning Property Ownership Affidavit – Attachment A-2

Date: 3-3-22

Clay County Board of County Commissioners
Division of Planning & Zoning
Attn: Zoning Chief
P.O. Box 1366
Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. I give full consent to process the application for rezoning.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Hae Chaung 3-3-22
Signature of Owner: Date:

Hae Chaung
Printed Name of Owner:

Sworn to and subscribed before me this 3 day of March A.D. 20 22

Personally known _____ or produced identification.

Type of identification produced _____ and number (#): _____

Signature of Notary Date:



Legal Description - Attachment A-3



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 5/4/2022

FROM: Mike Brown, Zoning Chief

SUBJECT: Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walk-able form accessible by sidewalk". The Lake Asbury Village Center zoning district prohibits drive-thru uses. Within the LAMPA, drive thru uses are allowed only in Lake Asbury Activity Center district.

The proposed change would allow certain uses with dive-thru in the Lake Asbury Village Center district. The uses that would be allowed to utilize a drive-thru are limited to delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

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

N/A

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

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

Yes

Hearing Type: Second Public Hearing

Initiated By: Applicant

Land Development Code changes require 2 Public Hearings. This is the Final Reading.

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Staff Report	Backup Material	5/4/2022	Staff_Memo_LDC_2022-02_Finalada.pdf
<input type="checkbox"/> LDC 2022- Ordinance		5/4/2022	Ordinanceada.pdf

uz

- Application Letter Backup Material 5/4/2022 Letter_to_Ed_Lehman__re_proposed_revisions_LAMPA_VC_for_drive_thrus(14793530.pdf
- Applicant Proposed Text Changes Backup Material 5/4/2022 Redline-LAMPA_Village_Center_permitted_uses_-_changes_allowing_drive-thrus(14586262.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	5/18/2022 - 1:59 PM	Item Pushed to Agenda



1
 2 **Staff Report Land Development Code Text Amendment**
 3 **LDC 2022-02**

4
 5 Copies of the submitted application are available at the Clay County
 6 Administration Office, 3rd floor, located at 477 Houston Street, Green Cove Springs, FL 32043
 7

8
 9 **Applicant:** Frank Miller, Gunster Law Firm
 10
 11

12
 13 **INTRODUCTION**

14 This application is a proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land
 15 Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center
 16 zoning district.
 17

18 **DESCRIPTION**

19
 20 The Lake Asbury Village Center zoning district prohibits drive-thru uses. The intent of the Lake
 21 Asbury Village Center zoning district was for commercial uses to be “in a compact, walkable form
 22 accessible by sidewalk”. Select drive-thru uses are only allowed in the Lake Asbury Activity
 23 Center zoning district within the LAMPA. The applicant has requested an amendment to the Lake
 24 Asbury Village Center zoning district to allow specific drive-thru uses in this district. The
 25 specific uses that would be allowed with a drive-thru include delicatessens & sit down fast food,
 26 pharmacies, laundry and dry cleaning, and banks.
 27

28 **SUMMARY OF CHANGES**

29
 30 **B. ZONING DISTRICTS**

31
 32 6. Lake Asbury Village Center (LA VC) Land Use

33
 34 a. Permitted uses:

- 35 i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service
- 36 establishments such as barber or beauty, artist or photographic studio, dance or
- 37 music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop,
- 38 travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-
- 39 thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption;
- 40 retail sales of beer and wine at establishments commonly known as convenience
- 41 stores only pursuant to licensure by the Division of Alcoholic Beverages and
- 42 Tobacco of the Florida Department of Business Regulation, for off-premises
- 43 consumption only; the sale of gasoline without garage, car repair, or car wash
- 44 facilities; tobacco and related shops; private clubs; libraries and museums; retail

45 outlets for the sale of food, toiletries, sundries, notions and drugs including
46 pharmacies with drive-thru; leather goods and luggage; household appliances;
47 sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and
48 veterinarian services (not kennels); television, audio/video and radio sales
49 (including repair); home and/or office supplies/equipment, computers, software
50 sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat,
51 laundry and dry cleaning (with drive-thru but pickup station only); telephone sales
52 and repair; government/public offices; printing/copying/mailing outlets; books,
53 magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness
54 centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid
55 sales and service; and similar uses. Places of worship, day care centers, nursing
56 homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~
57 with drive-~~through~~ thru), gourmet food store and individual medical and
58 professional office uses are allowed when limited in size to 3,000 square feet.

59

60 **RECOMMENDATION**

61

62 The application is a request to amend the Land Development Code to allow specific drive-thru uses in the
63 Lake Asbury Village Center zoning district. Staff has reviewed the proposed changes and recommends
64 approval of the proposed changes as set forth above.

ORDINANCE 2022-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING SECTION 3-33B OF ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO. 93-16, AS AMENDED, AND COMPRISING THE ZONING AND LAND USE LAND DEVELOPMENT REGULATIONS, BY AMENDING SEC. 3-33B.B.6.a.i TO ALLOW SPECIFIED DRIVE-THRU USES IN THE LAKE ASBURY VILLAGE CENTER ZONING DISTRICT; PROVIDING FOR SEVERABILITY; 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 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 3-33 B.B, Article III is hereby amended as follows:

6. Lake Asbury Village Center (LA VC) Land Use

a. Permitted Uses

- i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~ with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales

and repair; government/public offices; printing/copying/ mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~ with drive-~~through~~ thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000

Section 3. If any portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provision of this Ordinance.

Section 4. This Ordinance shall take effect as provided by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this ____ day of _____, 2022.

ATTEST

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

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

BY: _____
Wayne Bolla, Its Chairman

March 8, 2022

Via Email and First Class Mail

Clay County Board of County Commissioners
c/o Ed Lehman
Planning and Zoning Director
477 Houston Street
Green Cove Springs, FL 32043

Re: Text Change to allow Drive-Throughs in LAMPA Village Centers

Dear Ed:

On behalf of the owner of a parcel of property within a LAMPA Village Center, we hereby submit the attached proposed revisions to the sections of the Land Development Code allowing Drive-Throughs within Village Centers for consideration by the County. A clean and redline copy of the applicable section is included for your ease of review. The changes address a need to allow drive throughs for restaurants, banks, dry cleaners and pharmacies in the Village Centers. At present drive throughs for these type retailers are only allowed in the LAMPA Activity Center and the change would allow them in areas closer to where residential development will occur.

Please review the attached and let me know if you have any questions or comments. Please also schedule the proposed changes for consideration by the Planning Commission and Board of County Commissioners at the earliest dates available.

We will deliver the \$1,000 application fee under separate cover. Please let me know if you have any questions or if you need anything else.

Sincerely,



Frank E. Miller

FEM/mgm
Enclosure

Sec. 3-33 B. LAKE ASBURY MASTER PLAN AREA

B. ZONING DISTRICTS




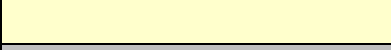

6. Lake Asbury Village Center (LA VC) Land Use

a. Permitted uses:

i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (~~without~~with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and drycleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (~~without~~with drive-~~through~~thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

Document comparison by Workshare 10.0 on Monday, February 21, 2022 5:51:59 PM

Input:	
Document 1 ID	iManage://WORK.GUNSTER.COM/ACTIVE/14585204/1
Description	#14585204v1<WORK.GUNSTER.COM> - LMPA Village Center permitted uses
Document 2 ID	iManage://WORK.GUNSTER.COM/ACTIVE/14585204/2
Description	#14585204v2<WORK.GUNSTER.COM> - LMPA Village Center permitted uses
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	5
Deletions	3
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	8



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Mike Brown, Zoning Chief

SUBJECT: This item is being Continued to June 28th. The Fleming Island Citizen Advisory Committee continued this item from April to May, therefore the Planning Commission won't hear this item until its June meeting. This application is to rezone a single parcel (114 Canova Street) totaling 1.61 acres from AR (Agricultural Residential) to PS-1 (Private Services).

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	5/16/2022 - 3:57 PM	AnswerNotes
Economic and Development Services	Wanamaker, Howard	Approved	5/16/2022 - 4:26 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/16/2022 - 4:27 PM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 5/16/2022

FROM: Mike Brown, Zoning Chief

SUBJECT: This application has been Withdrawn by the Applicant. The application was a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
No

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

N/A

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	5/16/2022 - 3:59 PM	AnswerNotes
Economic and Development Services	Wanamaker, Howard	Approved	5/16/2022 - 4:25 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/16/2022 - 4:25 PM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Ed Lehman, Planning &
Zoning Director

SUBJECT: This item has been Withdrawn by Staff. It will be amended and readvertised at a later date. The item was a proposed change to LA TRA Policy 1.1.3 which includes reference to the Lake Asbury Adequate Public Facilities (APF) fee. The BCC adopted the mobility fee that addressed the financial system referenced in the policy, including financing many, but not all, of the APF roadways. This change to the policy addresses the construction costs of the entire APF system.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	5/17/2022 - 9:16 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	5/17/2022 - 2:11 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: BCC

DATE: 4/26/2022

FROM: Teresa Capo

SUBJECT: Applications were received from Roger Higginbotham and James Ryan for the re-appointment of their seats on the Clay County Housing Finance Authority.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Advertising requirements have been met.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Higginbotham Application	Backup Material	5/16/2022	Higginbotham_Application.pdf
▢ Ryan Application	Backup Material	5/16/2022	Ryan_Application_FormADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	5/6/2022 - 10:51 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/6/2022 - 5:13 PM	AnswerNotes

From: webform@claycountygov.com
To: [Teresa Capo](#)
Subject: Citizen Application Form
Date: Friday, April 15, 2022 1:02:21 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

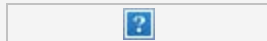
Form Name: Citizen Application Form
Date & Time: 04/15/2022 1:02 PM
Response #: 204
Submitter ID: 20791
IP address: 2600:1700:e742:4200:e91b:f634:c5eb:b828
Time to complete: 21 min. , 12 sec.

Survey Details

Page 1

1. Fill out the form below and click submit. The form will be sent to the person responsible for compiling applications.
2. Open the Adobe PDF document below, complete and click submit (for Adobe Standard and Pro users only) or download the file to your files, complete in Adobe Reader and submit as an attachment via email to Teresa.Capo@claycountygov.com or mail the form to:

Clay County BCC
Attention: Teresa Capo
PO Box 1366
Green Cove Springs, Florida 32043



[Application in PDF format](#)

1. Your Information:

Date: 04/15/2022
Name: Roger Higginbotham
Name of Board/Committee: Housing Finance Authority
You are Applying For:
Address: 2418 Stockton Drive
State: Florida
Zip Code: 32003
Number of Years at this 28

Address:**Phone:** (904) 219-9144**Email Address:** hchjax@gmail.com**District You Live In:** 3

(o) I AM Registered Voter

Job Position: Owner**Employer:** Higginbotham Custom Homes, LLC**Work Phone:** (904) 651-8774**Number of Years at Job:** 12**Summarize Your Work Experience:**

I've been in the construction industry for my entire life and have been a state licensed building contractor since 1983.

2. Education**Please List All Schools Attended, Years and Degrees:**

Florida State College at Jacksonville (2 years) A.S. degree in Building Construction

3. Volunteer Work, Civic, Professional, and other Activities**List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:**

Clay Builders' Council 12 years Chairman for 2 years

Waste Not Want Not 12 years Board member for 7 years

Sacred Heart Catholic Church 22 years Usher and Greeter 2 years on the parish council

Clay County Habitat for Humanity Board member for 3 years

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

Members of Clay County Housing Finance Authority and Clay County Affordable Housing Advisory Committee

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

Not answered

4. Reason for Serving**Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:**

I have a lifetime of experience in residential home construction.

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

Not answered

5. Miscellaneous**Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:**

No

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence:

No

6. References

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County

Commissioners:

Bill Garrison 5288 CR218 Middleburg, FL 32068 (904) 838-0531

Jerry Agresti 6833 Old Church Road Fleming Island, FL 32003 (904) 400-1559

Carolyn Edwards 1717 Blanding BLVD. Middleburg, FL 32068 (904) 334-7360

Additional Information and Comments:

Not answered

By submitting this form, I declare the foregoing facts to be true, correct and complete.

This form can be submitted via email or can be printed and brought into our office.

For any questions concerning this form please contact our County Manager's Office at (904) 284-6352.

You may submit only one application for each committee vacancy. A new application must be submitted for each committee vacancy. Applications will be held for a period of two years.

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: webform@claycountygov.com
To: [Teresa Capo](#)
Subject: Citizen Application Form
Date: Thursday, May 5, 2022 4:05:52 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Citizen Application Form
Date & Time: 05/05/2022 4:05 PM
Response #: 206
Submitter ID: 20795
IP address: [12.8.58.34](#)
Time to complete: 25 min. , 38 sec.

Survey Details

Page 1

1. Fill out the form below and click submit. The form will be sent to the person responsible for compiling applications.
2. Open the Adobe PDF document below, complete and click submit (for Adobe Standard and Pro users only) or download the file to your files, complete in Adobe Reader and submit as an attachment via email to Teresa.Capo@claycountygov.com or mail the form to:

Clay County BCC
Attention: Teresa Capo
PO Box 1366
Green Cove Springs, Florida 32043

 [Application in PDF format](#)

1. Your Information:

Date: 05/05/2022
Name: James (Jim) Ryan
Name of Board/Committee: Housing Finance Authority
You are Applying For:
Address: 822 Branscomb Road
State: Florida
Zip Code: 32043
Number of Years at this 1

Address:

Phone: (904) 699-6321
Email Address: jim.ryan@jmafcu.org
District You Live In: 5
(o) I AM Registered Voter
Job Position: President
Employer: JM Associates Federal Credit Union
Work Phone: (904) 378-4570
Number of Years at Job: 31

Summarize Your Work Experience:

40 years in banking and finance in North Florida.

2. Education

Please List All Schools Attended, Years and Degrees:

Clay High School, 1974-1978, Diploma
University of Florida, 1978-1982, BSBA Finance

3. Volunteer Work, Civic, Professional, and other Activities

List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:

Certified Credit Union Executive (CCUE)
Northeast Florida Chapter of the League of Southeastern Credit Unions, past Chairman
Credit Union Education Advisory Committee, past Chairman
Florida Association of Local Housing Finance Authorities, currently serving as Treasurer

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

Housing Finance Authority of Clay County, 30 years, currently serving as Chairman
Affordable Housing Advisory Committee of Clay County, 10+ years, currently serving as Chairman
Lake Asbury / Penney Farms Citizens Advisory Committee, new committee, currently serving as Chairman

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

Housing Finance Authority of Clay County, 30 years, currently serving as Chairman
Affordable Housing Advisory Committee of Clay County, 10+ years, currently serving as Chairman
Lake Asbury / Penney Farms Citizens Advisory Committee, new committee, currently serving as Chairman

4. Reason for Serving

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

Work in the fields of finance, real estate finance and investments with the consumer's interest placed first.

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

A native to Clay County with 30 years of experience with the Housing Finance Authority

5. Miscellaneous

Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:

None

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or

ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence:

No

6. References

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:

Theresa Sumner, P.O. Box 1620, OP, FL 32067, 904-278-8006

Rich Komando, 1279 Kingsley Ave #118, OP, FL 32073, 904-269-1111

Zac Ryan, 3079 Anderson Rd, GCS, FL 32043, 904-291-1479

Additional Information and Comments:

Resident of Clay County for 50+ years.

By submitting this form, I declare the foregoing facts to be true, correct and complete.

This form can be submitted via email or can be printed and brought into our office.

For any questions concerning this form please contact our County Manager's Office at (904) 284-6352.

You may submit only one application for each committee vacancy. A new application must be submitted for each committee vacancy. Applications will be held for a period of two years.

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: BCC

DATE: 5/16/2022

FROM: Teresa Capo

SUBJECT: Susan Hill submitted her resignation from the Tourist Development Council effective June 1, 2022.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Ms. Hill is retiring after almost 40 years in the hospitality/tourism industry.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Susan Hill Resignation	Backup Material	5/16/2022	Susan_Resignationada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	5/16/2022 - 2:27 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/16/2022 - 4:27 PM	AnswerNotes

From: [Kimberly Morgan](#)
To: [Charlie Latham](#)
Cc: [Teresa Capo](#); [Connor L. Mathews](#)
Subject: FYI - FW: TDC
Date: Tuesday, May 3, 2022 4:42:45 PM

FYI – for info below.

No action on your part. I'm alerting Teresa Capo about this vacancy. This is an accommodation seat, so it may take us a while.

Kimberly Morgan
Director of Tourism
Clay County Board of County Commissioners
477 Houston Street
Green Cove Springs, FL 32043
Phone: 904-278-3734/Cell: 904-295-5802
www.ExploreClay.com
Kimberly.Morgan@claycountygov.com

From: Susan Hill <susan.hill@murphcohoteles.com>
Sent: Tuesday, May 3, 2022 4:34 PM
To: Mike Cella <Mike.Cella@claycountygov.com>; Kimberly Morgan <Kimberly.Morgan@claycountygov.com>
Subject: TDC

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mike and Kimberly,

With almost 40 years of hospitality and tourism under my belt, the time has come. I'll be retiring from my wonderful career this summer. I've benefited in so many ways from serving the hotel community in this area. It's energizing to see the path Clay County is paving to enhance the area for travelers and residents alike.

Please accept my resignation from the Tourist Development Council effective June 1, 2022. I'll look forward to seeing you all at the May 9th meeting, as my last official duty on the board. Best wishes on continued success in all that lies ahead.

**Respectfully with gratitude,
Susan**

**Susan Hill
Sales Manager
Holiday Inn and Suites
620 Wells Road
Orange Park Florida 32073**

904-562-7407 direct office line
Newly renovated - [Visit Our Website!](#)



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 5/13/2022

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:

Bid Opening Tabulation for May 10, 2022:

A. RFQ No. 21/22-41, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Bid Opening Tabulations	Cover Memo	5/16/2022	Bid_Tab_Form_portrait_1ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	5/18/2022 - 1:59 PM	Item Pushed to Agenda

BID TABULATION FORM

RFQ 21/22-41

Date:

May 10, 2022

**Sponsor/Developer for Homeless Stabilization Under
Proj: the Clay County SHIP Program**

Time Open:

9:04 AM

Ad: Clay Today, April 14, 2022

Time Close:

9:07 AM

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

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

Bidder		Total
1	Mercy Support Services	To Be Determined
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Staff will review the bids and present a recommendation to the Budget and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document. Items above are subject to full review and evaluation of submittal.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 24 4:00 PM

TO: BCC DATE: 5/17/2022

FROM: Teresa
Capo

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ March 29, 2022 CRC Minutes	Backup Material	5/17/2022	March_29_2022_CRC_Minutesada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	5/17/2022 - 9:21 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes



2021/2022 CHARTER REVIEW COMMISSION MINUTES

March 29, 2022

7:00 PM

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

CALL TO ORDER

Chairman Howard "Bo" Norton called the meeting to order at 7:00 pm.

MOMENT OF SILENCE

Chairman Bo Norton requested a moment of silence.

PLEDGE OF ALLEGIANCE

Ms. Connie Schoenung led the Pledge of Allegiance.

WELCOME

Chairman Bo Norton thanked Deputy McDade and Lieutenant Mahla for providing security for the meeting. He also welcomed Teresa Capo-County Commissioner Administrative Assistant, Courtney Grimm-County Attorney, Christine Blanchett-Deputy Clerk with the Clerk of the Court and Comptroller, and all the CRC members.

ROLL CALL

All those that were in attendance at the meeting are listed on the attached sign in sheet. See attachment A. Absentees from the meeting:

- Charles Hodges
- James Jett
- Randy Gillis
- DeAnn Dockery
- Yul McNair
- Brain Kraut
- Jim Connell

APPROVAL OF MINUTES

March 2, 2022 CRC Minutes

Mr. Robert Dews made a motion for approval of the March 2, 2022, CRC meeting minutes, seconded by Mr. Chris Russell, with all in favor.

March 15, 2022 CRC Minutes

Vice-Chairman Suzi Ludwig made a motion for approval of the March 15, 2022, CRC meeting minutes, seconded by Mr. Mitch Timberlake, with all in favor.

PUBLIC COMMENT

Chairman Bo Norton opened the floor for public comment at 7:03 pm.

David R. Coughlin, 23 Widener Way, Orange Park, Florida, spoke to the Board regarding the seemingly oppressive term limits that impact the life time of great work performed by our elected constitutionals. We are lead to believe that they are divinely anointed with critical skills unattainable by mere mortals and the republic would fall if we do not institutionalize their incumbency. So, we tolerate the merging of their personal brand with the office they hold by using government funds to pay for chamber of commerce memberships, fundraising sponsorships, personnel to manage public and media relations, and de facto campaigning via public service announcements with their youthful images in local print venues. Mr. Coughlin stated the only requirements for an elected constitutional are citizenship and age. If we view them as administrators and not politicians then have them give their attractive compensation packages and serve at the pleasure of our commissioners. The apparent sole political layer in Clay County.

Hearing no other comments, Chairman Bo Norton closed public comment at 7:06 pm.

OLD BUSINESS

1. Proposed Text for BCC Salary Recommendation for Inclusion on Ballot

Chairman Bo Norton opened the floor to discuss the proposed text for the BCC salary recommendation for inclusion on the ballot. Glenn Taylor, CRC Attorney, has taken the direction of the Commission and prepared the verbiage to be considered for the ballot. See attachment B.

Suzi Ludwig, Vice-Chairman, said it might be better to move one sentence after reviewing the verbiage. Vice-Chairman Ludwig read her suggested change:

- Shall the Clay County Charter be amended to include annual cost of living increases to the Clay County Commissioners current \$37,000.00 annual salary effective September 30, 2023, and thereafter adjusting annually based upon the consumer price index for urban wage earners and clerical workers.

All the same, wording is there, but it says it is effective then and thereafter and then putting in the adjustments.

Ms. Connie Schoenung said her understanding was that instead of saying adjustments, it reads it is an increase because that is what is being done. Chairman Norton noted that it was done.

Mr. Mitch Timberlake stated that he was fine with the ballot proposal as the attorney worded it.

Mr. Chris Russell said he believed there is concern about having the words increase of salary, but the word is included in the second sentence. It reads cost of living increase vs. a salary increase. It does clearly delineate that the increase is the cost of living adjusted, not a basic salary adjustment, and will fluctuate every year.

Following the discussion regarding the base salary of \$37,000.00, the increase basis, and the consumer price index, Ms. Debby Terry made a motion for approval of the verbiage as presented by the CRC attorney, seconded by Mr. Scotty Taylor, which carried 6-3, with Mr. David Theus, Ms. Christine Backscheider, and Ms. Connie Schoenung in opposition.

2. Proposed Text for Elimination of Term Limits for Elected Clay County Constitutional Offices for Inclusion on Ballot

Chairman Bo Norton opened the floor to discuss the proposed text for eliminating term limits for elected Clay County Constitutional Offices for inclusion on the ballot. See attachment B.

Mr. David Theus noted at no point during this Commission's meetings did a citizen rally a group of citizens to initiate a petition to repeal the term limit. At no point during public comment did someone approach the lectern to repeal the term limit, if anything, to suggest that we follow the state's term limits. One commissioner voiced an opinion for term limits and one against term limits, so that is a toss-up, one for and one against it. The citizens in the last meeting clearly stated to the County Commission that term limits are something they were in favor of. Thus, an initiative was put forth by the citizens, and it got to the ballot, and it passed. Just for the record, it comes down to personal interpretation of the role of government. If these folks are constitutional, their service appreciated, if they are indeed CEOs, then maybe the case should be to lobby the governor for appointment. Once you cross the threshold at the elections office, you are a politician that answers to the voters. The voters clearly spoke. Mr. Theus said he is troubled that we have a process that went through, and the voters could have shown up and spoken, and they did not; however, they spoke at the ballot box three years ago, and they get a chance to do it again. For the record, it was interesting to see this process and at no point did a citizen rally for the repeal of the term limits.

Ms. Debby Terry noted that if we went by who participated and did not, we should've had one meeting, drop the gavel, and been done. We have had absolutely abysmal participation by the community at large. We generally have abysmal voter turnout unless it is a hot topic they want to go after. Maybe everything was okay until now, and they do want this change. You can predict what they will do because they have not been here. Ms. Terry said she is personally horrified that the constitutionals will all be leaving

simultaneously, but that is a moot point now. Mr. Theus said he respects her comment; he wanted to point out that our customers are the voters. His comments were an observation of someone serving for the first time on the Commission.

Vice-Chairman Suzi Ludwig said she believed it was important not to have the same wording as before. She stated previously that she was okay with it going back on the ballot because, again, she has faith in the voters. It can be clarified who they are, and it is the chance for people who were unsure of who the constitutionals are to say I don't care who they are, I do not want it, or I did not know and vote accordingly.

Mr. Mitch Timberlake noted as a point of order, this has already been decided and asked to keep to the task at hand to discuss the language, clarify it, and vote on what the language will be. The Commission has voted to have it put on the ballot, and our duty is to clarify that language and move ahead. Mr. Scotty Taylor noted that he agrees with Mr. Timberlake.

Ms. Connie Schoenung said she disagreed; she thinks they voted to make this decision prematurely and put it on the ballot. The gentleman spoke today and agreed with term limits. For further reference, the Commission should consider something this important, how much is the cost to the taxpayers to put it on the ballot.

Mr. Scotty Taylor made a motion for approval of the language as written by the CRC attorney, seconded by Ms. Debby Terry, which carried 6-3, with Mr. David Theus, Ms. Christine Backscheider, and Ms. Connie Schoenung in opposition.

3. Proposed Text to Section 4.2.B - Amendments and Revisions by the Charter Review Commission to Change the Meeting Interval of the CRC from Four (4) to Eight (8) Years for Inclusion on Ballot

Chairman Bo Norton opened the floor to discuss the proposed text for Section 4.2.B - Amendments and revisions by the Charter Review Commission to change the meeting intervals of the CRC from four (4) to eight (8) years for inclusion on the ballot. See attachment B.

Vice-Chairman Suzi Ludwig said the proposed language is almost the exact language that was voted down 80-20 in 2018. She thought it would say something about it being an overarching document or other provisions for amendments. CRC Attorney Taylor said there was a discussion but did not feel it was his place to create language; this was presented as a foundation. Vice-Chairman Ludwig said it should justify why you are putting it back on the ballot, and if they do not want it, they don't want it. Her opinion is to have additional clarity, like for the constitutionals.

Mr. Chris Russell said before he was asked to be on the Commission, he had never heard of it, how many people in Clay County even know this happens every four years and what the purpose of the Commission is. From his perspective, we are trying to help the county grow, and they are set up pretty well for the next four years.

Mr. Robert Dews said he does not believe that it can not get any more concise than this, and if we try and explain why we want to do it, it can be subjective, and it is a matter of

opinion that may create a problem for the voters. Vice-Chairman Ludwig said she feels if we do not tell the voters why we want this, they will say, "we just told them we do not want this," and now they are sending the same thing without any justification. Mr. Dews suggested that it would be a cost-saving to the taxpayers to meet every eight years instead of four because it does cost to have the room and staff present at the meetings.

Mr. David Theus said out of fairness to Vice-Chairman Ludwig that he too has empathy so that they are clear in understanding what they are trying to do, but the IRS has a funny saying "ignorance is not bliss." Trying not to get into a situation where we are trying to educate the voters and take away any more responsibility from them because he is one of them. It is important for him and others to do the research, some may miss it, but it is not their duty to solve all the problems. Addressing that it is back on the ballot again, we are coming to the discussion from our point of view. Commending each of us, we have been good and professional, and clearly, we come with a biased opinion about maybe we should not do this every four years. The citizen's may look at it as a missed opportunity if we push it out to eight years, that they may not be able to fix something if there is a runaway train. They may or may not know that they can push through their commissioners to put something on the ballot by a citizens' initiative. Mr. Theus said he likes the eight-year mark; he could be wrong but is willing to take that chance for the voter and trust them to make that decision.

Mr. Scotty Taylor made a motion for approval of the language as it is written, seconded by Mr. Mitch Timberlake, with all in favor.

PUBLIC COMMENT

Chairman Bo Norton opened the floor for public comment at 7:35 pm.

Hearing no other comments, Chairman Bo Norton closed public comment at 7:36 pm.

CRC MEMBER COMMENTS

Mr. David Theus asked Chairman Norton to review the process going forward.

Chairman Bo Norton said everything that the Committee has done is advisory, and they are making recommendations only, and they have no power to enforce anything. They make a recommendation that goes to the Commissioners for review and then to the ballot. So the voters will have a chance to say what will happen in Clay County regarding these items. What happens next are three public hearings. There are tentatively three dates in May, and they will be advertised. Those hearings are strictly for the public to come and tell us what they think of these initiatives. Ms. Debby Terry noted that their attendance is expected. The dates are:

- May 4, 2022
- May 16, 2022
- May 31, 2022

The hearings would be held at 7:00 pm.

Chairman Norton said what drives that, looking in the charter, there have to be three scheduled hearings, a minimum of ten days apart and a maximum of twenty days apart.

Ms. Connie Schoenung asked if the information could be published in the newspaper. Ms. Capo said it is published in the Clay Today. Ms. Schoenung asked if they could individually promote the hearings with flyers with the date and times of the hearings. Courtney Grimm, County Attorney, noted she would not suggest individually putting flyers out, but if they wanted to promote on Facebook, etc., Ms. Schoenung asked if, in addition to the standard putting information on the government website, would it be stepping outside of their role. County Attorney Grimm said you could not advocate one way or the other. You can notice that there will be three public hearings to consider three items that will be on the ballot. Ms. Schoenung asked if the language needs to be approved by County Attorney Grimm before posting. County Attorney Grimm said they should follow the language required by statute and what is advertised in the paper and put on the website.

Mr. Timberlake said his recommendation is to take what is in the newspaper and put that out verbatim so that you do not get crosswise of any language and it is stated appropriately. CRC Attorney Taylor said he agrees with Mr. Timberlake.

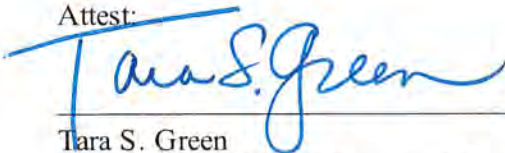
Vice-Chairman Suzi Ludwig appreciated Mr. Dews comments and thanked the Committee. It has been an interesting and educating experience; even with the debating in the last few months, everyone was respectful.

Chairman Bo Norton thanked the Committee for their hard work, time, effort, and expense in coming to these meetings for democracy in action.

ADJOURN

Hearing no further business, Chairman Bo Norton adjourned the meeting at 7:38 pm.

Attest:



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



Chairman of Vice-Chairman

**VILLAGE OF NORTH PALM BEACH
DEPARTMENT OF FINANCE**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Samia Janjua, Director of Finance
DATE: May 17, 2023
SUBJECT: **Resolution – Amendment and Extension of Banking Services Agreement with TD Bank, N.A.**

Village staff is requesting Council consideration and approval of the attached Resolution amending and extending its existing Banking Services Agreement with TD Bank, N.A.

Background:

Through the adoption of Resolution No. 2018-66 on August 9, 2018, the Village entered into a Cash Management Master Agreement with TD Bank after completing the RFP process. The Agreement was for a term of three years, with an option to renew for an additional one-year. While the Agreement expired in August 2022, both Staff and TD Bank believed the Agreement did not expire until August 2023.

The Agreement covers commercial banking operations, including the receipt and disbursement of funds, ACH and electronic payment initiation and receipt, reporting services, on-line computer transaction capabilities, Positive Pay, etc.

Audit Committee:

The Audit Committee continues to support its decision that day-to-day banking services are outside the Committee's customary duties and staff should take this item directly to Village Council for approval.

Fiscal Impact:

To date, the Village has not had to pay any fees for day-to-day banking services.

Procurement:

The last decade has seen a trend where local governments are establishing banking relationships for periods of up to 15 years. Banking agreements are being established with a base period of 5 to 7 years with annual extension options of up to 7 years. Governments are setting up extended terms to give finance staff the flexibility to retain banking services of incumbent banks when competitive pricing and service is provided. A change in banks would only occur if there was a problem with the current bank, i.e. not keeping up with the most current practices (fraud controls), not offering good customer service, etc.

Most municipalities do not have a policy that requires going out to bid for day-to-day banking services because changing banks is a monumental task. Any transition to a new bank requires a significant amount of staff time and effort to implement due to the high degree of complex

integration with the bank, which includes multiple bank accounts, automated deposits, withdrawals, electronic transfers for payroll, tax payments, system integration testing, etc.

In discussing this item with the Village Attorney, it is recommended that going forward, the Village treat the agreement for day-to-day banking services as an item that is exempt from the purchasing policy.

Other local governmental entities in the area have longer terms for banking contracts:

Entity	Current Term
St. Lucie County Children's Services	32 years
St. Lucie County Tax Collector	24 years
Village of Royal Palm Beach	20 years
City of Atlantis	14 years
Town of Mangonia Park	14 years
City of Coral Springs	12 years
Ft. Pierce Housing Authority	10 years
City of Boca Raton	10 years
Town of Palm Beach	5 years (*)

() Town of PB Administration has stated that they'll most likely go out at least 10 years*

Summary

TD Bank, N.A. is a Florida Qualified Public Depository (QPD) and all Village of North Palm Beach deposits are fully collateralized under Chapter 280, Florida Statutes. The bank has a local branch within the Village and offers a full complement of products and services required to help manage the Village's banking operations.

For the reasons stated above, and because the Village is satisfied with the array of services and the level of customer service it receives from TD Bank, staff believes that the Village would be best served by extending the current banking services agreement for an additional three years through the end of Fiscal Year 2026, with two one-year extensions. The extension would be retroactive to August 9, 2022. Additionally, TD Bank is requesting to modify the Earnings Credit Rate set forth in its Response to the RFP from 1.25% Minimum Floor to .50% Minimum Floor. As noted earlier, however, there is no fiscal impact and this change will not result in the payment of any additional service fees.

The attached Resolution and Amendment have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving an Amendment to the Cash Management Master Agreement with TD Bank, N.A., waiving the Village's purchasing policies and procedures for day-to-day banking services and authorizing the Village Manager to execute the Amendment and take all actions necessary to effectuate the extension in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CASH MANAGEMENT MASTER AGREEMENT FOR DAY-TO-DAY BANKING SERVICES WITH TD BANK, N.A AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; WAIVING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES FOR DAY-TO-DAY BANKING SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May, 2018, the Village issued a Request for Proposals for Banking Services, and through the adoption of Resolution No. 2018-66 on August 9, 2018, the Village entered into a Cash Management Master Agreement with TD Bank, N.A. for day-to day banking services; and

WHEREAS, Village Staff is requesting the approval of an Amendment to the Cash Management Master Agreement to extend the term through Fiscal Year 2026 (with two additional one-year extensions) and amend the earnings credit rate and to waive the Village's purchasing policies and procedures for day-to-day banking services; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves an Amendment to the Cash Management Master Agreement with TD Bank, N.A., a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Amendment and to take all actions necessary to effectuate the extension.

Section 3. The Village Council hereby waives the Village's purchasing policies and procedures for the acquisition of day-to-day banking services.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AMENDMENT TO CASH MANAGEMENT MASTER AGREEMENT

This Amendment is made as of the _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as CUSTOMER, and TD BANK, N.A., a national banking association formed under the laws of the United States, hereinafter referred to as BANK.

WHEREAS, in 2018, CUSTOMER issued a Request for Proposals for Banking Services (“RFP”); and

WHEREAS, based on the Proposals submitted in response to the RFP, CUSTOMER and BANK executed a Cash Management Master Agreement (“Agreement”) dated August 9, 2018, whereby BANK agreed to provide banking services to CUSTOMER in accordance with the terms and conditions set forth therein; and

WHEREAS, the Agreement incorporated both the terms of the RFP and BANK’s Proposal submitted in response to the RFP; and

WHEREAS, the parties wish to amend the Agreement to extend the term through 2026, with the option for two additional one-year renewals, and amend the Earnings Credit Rate offered by BANK.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in the Agreement, as amended, the receipt and sufficiency of which is hereby acknowledged by both parties, CUSTOMER and BANK hereby agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. The term of the Cash Management Master Agreement, as set forth in Section 14, is hereby extended through September 30, 2026, retroactive to August 9, 2022. The Agreement shall automatically extend for two additional one-year terms unless either party provides notice of its intent not to extend at least thirty (30) calendar days prior to the expiration of the initial term or any renewal term.
3. The Earnings Credit Rate set forth in BANK’s Proposal submitted in response to the RFP, used to calculate CUSTOMER’s Earnings Allowance to offset service fees, is hereby amended from 1.25% Minimum Floor to 0.50% Minimum Floor.
4. To the extent not specifically modified in this Amendment, all other provisions of the Cash Management Master Agreement, including all documents incorporated therein by reference, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, BANK and CUSTOMER have made and executed this Amendment as of the day and year first above written.

TD BANK, NA (BANK)

By: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH (CUSTOMER):

By: _____

Charles D. Huff
Village Manager

RESOLUTION 2018-66

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY TD BANK, N.A. FOR BANKING SERVICES AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 11, 2018, the Village advertised a Request for Proposals for Banking Services (“RFP”); and

WHEREAS, the Village received eight proposals in response to the RFP; and

WHEREAS, the Village’s Evaluation Committee reviewed the proposals, and after presentations by the top three firms, the Committee recommended accepting the proposal submitted by TD Bank, N.A.; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

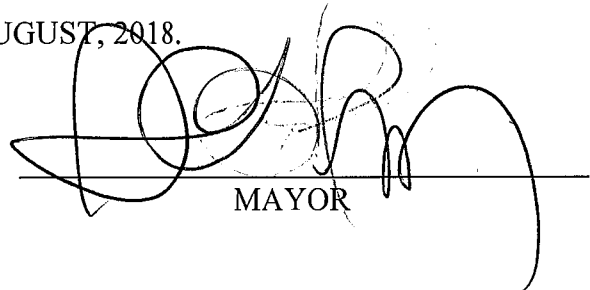
Section 2. The Village Council accepts the proposal from TD Bank, N.A. to provide banking services to the Village and authorizes the Village Manager to execute all agreements necessary to effectuate such services, including, but not limited to, the Cash Management Master Agreement attached hereto and incorporated herein by reference.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 9TH DAY OF AUGUST, 2018.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK



CASH MANAGEMENT MASTER AGREEMENT

Customer: VILLAGE OF NORTH PALM BEACH

Date: August 9th, 2018

TD Bank, N.A. ("Bank") provides a broad range of non-consumer cash management products and services to its customers. The customer identified above ("Customer") wishes to use, and Bank is willing to provide to Customer, those services that have been checked below:

1. TD eTreasury Services (Appendix I).....
2. TD ACH Origination Services (Appendix II).....
3. TD Wire Transfer Services (Appendix III).....
4. TD Sweep Services (Appendix IV).....
5. TD Positive Pay Services (Appendix V).....
6. TD Controlled Disbursement Services (Appendix VI).....
7. TD Lockbox Services (Appendix VII).....
8. TD Digital Express Services (Appendix VIII).....
9. TD Account Reconciliation Services - Full (Appendix IX).....
10. TD Account Reconciliation Services - Partial (Appendix X).....
11. TD Deposit Reconciliation Services (Appendix XI).....
12. TD Check Imaging Services (Appendix XII).....
13. TD Zero Balance Account Services (Appendix XIII).....
14. TD Currency Services (Appendix XIV).....
15. TD EscrowDirect Services (Appendix XV).....
16. TD Information Reporting File Transmission Services (Appendix XVI).....
17. TD Data Exchange Services (Appendix XVII).....
18. TD ACH Third Party Sender Services (Appendix XVIII).....
19. TD Image Cash Letter Services (Appendix XIX).....
20. TD Healthcare Remittance Management Services (Appendix XX).....
21. TD Data Transmission Services (Appendix XXI).....
22. TD ACH Positive Pay Services (Appendix XXII).....
23. TD Currency Services for Smartsafe (Appendix XXIII).....

- 24. TD Electronic Bill Payment Presentment & Payment Services (Appendix XXIV)
- 25. TD Integrated Payables Processing Services (Appendix XXV).....
- 26. TD Electronic Lockbox (Bill Payment Aggregation) Services (Appendix XXVI).....
- 27. TD Paymode-X Services (Appendix XXVII)

The “Cash Management Service(s)” or “Service(s)” shall hereafter mean the cash management service(s) identified above and provided by Bank (and/or Bank’s third-party service providers) to Customer pursuant to this Agreement, the Appendices, including Amended Appendices, as defined below, exhibits, Setup Form(s), and any service guides or manuals made available to Customer by Bank.

Agreement

This Cash Management Master Agreement is by and between Bank and Customer. This Cash Management Master Agreement shall be and is hereby incorporated by reference into and forms part of the "Contract" between the parties, the terms of which include: (1) the Request for Proposal for Banking Services for the Village of North Palm Beach, Florida, dated [] (the "RFP"); (2) TD Bank's Proposal for Banking Services prepared for the Village of North Palm Beach, Florida, dated June 14, 2018 (the "Proposal"); and (3) this Agreement, along with the parties' Corporate Payment Notification Services Agreement and the ACH Credit Pre-Funding / Delayed Debit Settlement Agreement (hereinafter, collectively, the "Banking Agreements"). The parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract shall be resolved in the following order: (1) the Banking Agreements; (2) the Proposal; and (3) the RFP.

Bank agrees to provide to Customer and Customer agrees to use certain Cash Management Services (as defined above) offered and approved by Bank for Customer's use. Bank and Customer agree that the Cash Management Services will be governed by the general terms and conditions of this Agreement and the rules and procedures applicable to each of the Services (collectively, the “Rules”). The Rules are contained in the Appendices to this Agreement, and are hereby incorporated in and made a part of this Agreement.

The following terms and conditions are applicable to all Cash Management Services provided to Customer hereunder.

1. Definitions. Capitalized terms used in this Agreement and in any Appendix, unless otherwise defined herein or therein, shall have the meanings set forth below:

“Access Devices” means collectively all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys and/or individual passwords associated with or necessary for Customer’s access to and use of any Cash Management Services.

“Account” means an Account, as such term is defined in the Account Agreement, used in connection with any Cash Management Services.

“Account Agreement” means the Business Deposit Account Agreement issued by Bank and governing Customer’s deposit relationship with Bank, as the same may be amended from time to time.

“Affiliate(s)” means, with respect to any party, any company controlled by, under the control of, or under common control with such party.

“Amended Appendix” means an amendment to an Appendix that supplements or revises, but does not revoke in its entirety, a prior Appendix for a particular Service.

“Appendix” means a description of the rules and procedures applicable to a particular Service to be provided by Bank to Customer. Each such Appendix, including any Amended Appendix, is incorporated herein by reference and made a part hereof, and all references herein to Agreement shall be deemed to include all Appendices unless otherwise expressly provided. If there is any conflict between the provisions of this Agreement and any Appendix or Amended Appendix, the Appendix or Amended Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

“Authorized Representative” means a person designated by Customer as an individual authorized to act on behalf of Customer with respect to certain matters and/or authorized to access and use the Services, as evidenced by certified copies of resolutions from Customer’s board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Bank, including, without limitation, any Customer enrollment or Setup Form(s) completed by Customer.

"Bank Internet System" means Bank's Internet-based electronic information delivery and transaction initiation system, as may be offered by Bank from time to time, including but not limited to Bank's eTreasury Services.

"Bank Internet System Appendix" means the agreement issued by Bank that governs Customer's use of the Bank Internet System.

"Business Day" has the meaning given to it in the Account Agreement.

"Calendar Day" has the meaning given to it in the Account Agreement.

"Primary Account" means the Account designated by Customer to which any direct Service fees due Bank may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Bank.

"Substitute Check" has the meaning given to it in Section 3(16) of the *Check Clearing for the 21st Century Act* ("Check 21"), P.L. 108-100, 12 U.S.C. § 5002(16).

2. The Services.

2.1 Bank shall provide to Customer, subject to this Agreement and the applicable Appendix, all Cash Management Services that Customer may request and that Bank may approve from time to time. Bank shall not be required to provide any Services specified in an Appendix unless Customer also provides all information reasonably required by Bank to provide to Customer the Service(s) specified therein.

2.2 Customer, through its Authorized Representative, may use the Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 With the exception of scheduled off-peak downtime periods, Bank shall make all reasonable efforts to make the Services available to Customer each Business Day.

2.4 Access to on-line or Internet-based Services may be denied for various reasons, including if invalid Access Devices are used or if the user exceeds the number of invalid attempts allowed by Bank.

2.5 Customer is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement.

2.6 Customer agrees to cooperate with Bank, as Bank may reasonably request, in conjunction with the performance of the Services.

2.7 Customer agrees to comply with the Rules, as they may be amended from time to time by Bank.

2.8 A number of Bank's Services are subject to processing cut-off times on a Business Day. Customer can obtain information on Bank's current cut-off time(s) for Service(s) by reviewing the relevant Service's Setup Form(s), as applicable, or by calling Treasury Management Services Support at 1-866-475-7262, or by contacting Customer's Treasury Management Services Representative. Instructions received after a cut-off time or on a day other than a Business Day will generally be deemed received as of the next Business Day.

2.9 Except for the Service Fees (as further defined in Section 4.2 of this Agreement) and scope of included Services applicable to the Term of the Contract as further described in Section 14 of this Agreement, Bank may make changes to this Agreement and any Appendix at any time by providing notice to Customer in accordance with the terms of this Agreement or as may be required by applicable law. Notwithstanding anything to the contrary herein, any Appendix that provides for an alternative form and method for making changes to such Appendix and for providing notice of the same shall govern for that Service. Further, notwithstanding anything to the contrary in the Contract, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures associated with the Services and provide prompt subsequent notice thereof to Customer.

2.10 In connection with this Agreement and the Services, Customer agrees that it shall present, and Bank shall have a duty to process, only Substitute Checks that are created by financial institutions; provided, however, that this limitation shall not apply to Substitute Checks created with data from Customer pursuant to any Appendix for Services involving the creation of electronic check images using check conversion technology.

3. Covenants, Representations and Warranties.

3.1 Customer represents and warrants that the individual(s) executing this Agreement and any other agreements or documents associated with the Services has/have been authorized by all necessary Customer action to do so, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Service. Each Authorized Representative whom Customer permits to access and use the Services is duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Services; (ii) access any information related to any Account(s) to which the Authorized Representative has access; and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative has access.

3.2 Bank may unconditionally rely on the validity and accuracy of any communication or transaction

made, or purported to be made, by an Authorized Representative and in accordance with the terms of this Agreement.

3.3 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Access Devices associated with or necessary for Customer's use of the Services.

3.4 Customer is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer."

3.5 Customer shall use the Services only for its own lawful business purposes. Customer shall not use the Services for or on behalf of any third party, except as may otherwise be approved by Bank in its sole and exclusive discretion, and as further described in Section 33. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer's officers, employees and Authorized Representatives do not use the Services for personal, family or household purposes, or for any other purpose not contemplated by this Agreement.

3.6 Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

3.7 Customer and Bank shall comply with (i) all applicable federal, state and local laws, regulations, rules and orders; (ii) the Account Agreement; (iii) all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies; (iv) the Uniform Commercial Code; (v) Office of Foreign Asset Control ("OFAC") requirements; and (vi) all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively (i) through (vi), "Compliance Laws").

4. Account Agreement; Service Fees.

4.1 Bank and Customer agree that any Account established by Customer in connection with Services offered by Bank shall be governed by the Account Agreement, including one or more fee schedules issued by Bank for the Account. If there is any conflict between the terms and provisions of this Agreement and the Account Agreement, the terms and provisions of this Agreement

shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 During the Term of the Agreement, as described in Section 14, Customer agrees to compensate Bank for all Accounts and Services that Bank provides pursuant to this Agreement, any Appendices, and the Contract, in accordance with the Pricing Proforma as set forth in the Proposal (the "Service Fees"). Any fees and charges associated with Accounts or Services that are not specified in the Contract shall be governed by Bank's standard schedule of fees and charges applicable to Accounts or Services generally. By signing below, Customer acknowledges receipt of the Account Agreement and acceptance of the Service Fees, and agrees to be bound by their terms, as those terms.

4.3 Customer authorizes Bank to charge the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or other allowances for Customer's Account(s). If the balance of available funds in the Primary Account is not sufficient to cover such fees, Bank may charge such fees to any other deposit Account maintained on Bank's records in Customer's name. Customer also agrees to pay all sales, use or other taxes (other than taxes based upon Bank's net income) that may be applicable to the Services provided by Bank hereunder.

4.4 During the Term of the Agreement, as described in Section 14, Bank may not amend Service Fee(s) associated with those Services provided by Bank in accordance with the Contract, unless by mutual written agreement of the parties. Bank acknowledges and agrees that the fees reflected in the Pricing Proforma, as set forth in the Proposal, shall control and be in effect for the Term of this Agreement. Notwithstanding the foregoing, Bank may charge or amend Service Fee(s) associated with new or additional Services that Customer may request that are not included Services under the Contract.

5. **Customer Information.** Customer agrees to provide to Bank, before Bank begins providing any Services to Customer, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification and authority. Such information may include, without limitation, official certificates of customer existence, copies of Customer formation agreements, business resolutions or equivalent documents, in a form acceptable to Bank authorizing Customer to enter into this Agreement and to receive Services from Bank pursuant hereto, and designating certain individuals as Customer's Authorized Representatives.

6. Software.

6.1 Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with the Services ("Software"). Customer agrees that all such Software is and shall remain the sole property of Bank and/or the vendor of such

Software. Customer agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Customer by Bank and/or the Software vendor and/or which govern Customer's use of Software associated with the Services. Unless otherwise agreed in writing between Bank and Customer, Customer shall be responsible for the payment of all costs of installation of any Software provided to Customer in connection with the Services, as well as for selection, installation, maintenance and repair of all hardware required on Customer's premises for the successful operation of the Software.

6.2 Except as otherwise expressly prohibited or limited by applicable law, Customer shall indemnify, defend and hold harmless Bank, its successors and assigns, from and against any loss, damage or other claim or liability attributable to Customer's unauthorized distribution or disclosure of any Software provided with the Services or any other breach by Customer of any Software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank, and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach, without limiting Bank's right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Bank's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

7. **Computer Requirements.** For certain Cash Management Services, Customer will need to provide, at Customer's own expense, a computer or similar Internet-enabled device, software and Internet or other connections and equipment as needed to access the Services (collectively, the "Computer"). Customer's Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as Bank may specify from time to time. Customer's browser must be one that is certified and supported by Bank for optimal performance. Customer is responsible for the installation, maintenance and operation of the Computer and all related charges, including without limitation all Internet service provider, telephone and other similar charges incurred in connecting to the Services. Customer is responsible for installing and maintaining appropriate virus protection software on Customer's Computer. Bank recommends that Customer routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. Bank is not responsible for any errors or failures caused by any malfunction of the Computer. Bank is not responsible for any Computer virus or related problems that may be associated with access to or use of the Services, any Software, the Computer or other Internet access, including but not limited to any virus, Trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware or other malicious or unwanted

software or related problems that may be associated with access to or use of the Services, any Software or the Computer. Bank also is not responsible for any losses or delays in transmission of information Customer provides to Bank or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing Customer's connection to the Internet or any browser software. From time to time, Bank may require that Customer upgrade or install software to the Computer to ensure the proper operation of the Services. Customer agrees to promptly load any such upgrades or additional installations upon Bank's notice to Customer.

8. **Bank Third Parties.**

8.1 Customer acknowledges that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to Bank in connection with Bank's provision of the Services to Customer and that accordingly, Bank's ability to provide the Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of Customer's data, instructions (oral or written) and funds. In addition, Customer agrees that Bank may disclose Customer's financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or (iii) when Customer gives its written permission.

8.2 Bank will be responsible for the acts and omissions of its Third Parties in the same manner as if Bank had performed that portion of the Services itself, and no claim may be brought by Customer against such Third Parties. Notwithstanding the foregoing, any claims against Bank (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Bank had performed that portion of the Services itself. However, Bank will not be deemed to be the agent of, or responsible for, the acts or omissions of any person (other than its Third Parties), and no such person shall be deemed Bank's agent.

9. **Customer Communications; Security Procedures.**

9.1 In providing the Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer or an Authorized Representative and, where applicable, the authenticity of any signatures purporting to be of Customer or an Authorized Representative. Customer agrees promptly to notify Bank of any changes to any information or authorizations provided to Bank in connection with the Services, and further agrees to promptly execute any new or additional documentation Bank reasonably deems

necessary from time to time in order to continue to provide the Services to Customer.

9.2 Customer agrees that it shall be solely responsible for ensuring its compliance with any commercially reasonable security procedures established by Bank in connection with the Services, as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures by the Customer if Bank has complied with the security procedures.

9.3 Bank shall be entitled to rely on any written list of Authorized Representatives provided to Bank by Customer until revoked or modified by Customer in writing. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual's authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by an Authorized Representative. Bank may also accept verbal instructions from persons identifying themselves as an Authorized Representative, and Bank's only obligation to verify the identity of such person as an Authorized Representative shall be to call back such person at a telephone number(s) previously provided to Bank by Customer as part of the Account or Services' Setup Form(s). Bank may, but shall have no obligation to, call back an Authorized Representative other than the Authorized Representative from whom Bank purportedly received an instruction. Bank may, but shall have no obligation to, request additional confirmation, written or verbal, of an instruction received from an Authorized Representative via telephone at any time or for any reason whatsoever prior to executing the instruction. Bank may also in its discretion require the use of security codes for Authorized Representatives and/or for receiving instructions or items from Customer. Customer understands and agrees, and Customer shall advise each Authorized Representative that, Bank may, at Bank's option, record telephone conversations regarding instructions received from an Authorized Representative.

9.4 Any security procedures maintained by Bank are not intended to detect errors in the content of an instruction received from Customer or Customer's Authorized Representative. Any errors in an instruction from Customer or Customer's Authorized Representative shall be Customer's sole responsibility. Customer agrees that all security procedures described in this Agreement and applicable Appendix are commercially reasonable and that Bank may charge Customer's Account for any instruction that Bank executed in good faith and in conformity with the security procedures, whether or not the transfer is in fact authorized.

9.5 Customer agrees to adopt and implement its own commercially reasonable internal policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner

to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Customer also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any Data Breaches when known or reasonably suspected by Customer and will take all reasonable measures, which may include, without limitation, retaining and/or utilizing competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches, and promptly providing all such information to Bank, subject to any limitation imposed on Customer by law enforcement or applicable law.

9.6 BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM OR AS OTHERWISE PROVIDED BY LAW. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, THE CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS DEVICES. CUSTOMER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN ITS OWN PROCEDURES TO ASSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

10. Fraud Detection / Deterrence; Positive Pay. Bank offers certain products and services such as Positive Pay (with or without payee validation), ACH Positive Pay, and Account blocks and filters that are designed to detect and/or deter check, automated clearing house ("ACH") or other payment system fraud. While no product or service will be completely effective, Bank believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items or transactions will be paid against Customer's Account. Failure to use such products or services could substantially increase the likelihood of fraud. **Customer agrees that if, after being informed by Bank or after Bank otherwise makes information about such products or services available to Customer consistent with Section 27 of this Agreement, Customer declines or fails to implement and use any of these products or services, or fails to follow these and other Bank-identified or recommended precautions reasonable for Customer's particular circumstances, Customer will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and Bank will not be required to re-credit Customer's Account or otherwise have any liability for paying such items, except to the extent that Bank has failed to**

exercise the required standard of care under the Uniform Commercial Code.

11. Duty to Inspect. Customer is responsible for monitoring all Services provided by Bank, including each individual transaction processed by Bank, and notifying Bank of any errors or other problems within ten (10) Calendar Days (or such longer period as may be required by applicable law) after Bank has made available to Customer any report, statement or other material containing or reflecting the error, including an Account analysis statement or on-line Account access. Except to the extent otherwise required by law, failure to notify Bank of an error or problem within such time will relieve Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) Calendar Days after Bank made available such report, statement or on-line Account access, the transaction shall be deemed to have been properly authorized and executed, and Bank shall have no liability with respect to any error or problem. Customer agrees that its sole remedy in the event of an error in implementing any selection with the Services shall be to have Bank correct the error within a reasonable period of time after discovering or receiving notice of the error from Customer.

12. Overdrafts; Set-off. Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately, without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at, or evidenced by any certificate of deposit issued by, Bank. Except as otherwise expressly prohibited or limited by law, if any of Customer's Accounts become overdrawn, underfunded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

13. Transaction Limits.

13.1 In the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Bank, or will cause Bank to violate any law,

regulation, rule or order to which it is subject, Bank may, in Bank's sole and exclusive discretion, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may terminate any Service then being provided to Customer. Bank will provide notice of such limits to Customer in accordance with the terms of this Agreement.

13.2 Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate showing Customer's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

14. Term and Termination.

14.1 This Agreement shall be effective when (i) signed by an Authorized Representative of Customer and accepted by Bank, and (ii) Customer delivers to Bank all documents and information, including any Setup Form(s) and electronic data, reasonably required by Bank prior to commencing to provide the Services and shall terminate three (3) years from the date of this Agreement (the "Initial Term"). The parties may renew the Contract by mutual written agreement for an additional one (1) year term (the "Renewal Term"). Bank will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide the Services to Customer until adequate documentation and information are provided.

14.2 This Agreement shall continue in effect as described in Section 14.1 unless and until terminated by either party with thirty (30) Calendar Days' prior written notice to the other. Either party may terminate an Appendix in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Customer shall, at its expense, return to Bank, in the same condition as when delivered to Customer, normal wear and tear excepted, all property belonging to Bank and all proprietary material delivered to Customer in connection with the terminated Service(s).

14.3 If an Appendix is terminated in accordance with this Agreement, Customer must contact Treasury Management Services Support for instructions regarding the cancellation of all future dated payments and transfers. Bank may continue to make payments and transfers and to perform other Services that Customer has previously authorized or may subsequently authorize; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer or to perform any other Services that Customer has

previously authorized or subsequently authorizes after an Appendix had terminated.

14.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend any Service(s) provided to Customer pursuant hereto (i) if Customer or Bank closes any Account established in connection with the Service(s) that is necessary for the ongoing use of the Service(s) or necessary for Bank to charge Service Fees, including, but not limited to, closure of the Primary Account, (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing Services to Customer, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) in the event of a material breach, default in the performance or observance of any term, or material breach of any representation or warranty by Customer, (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement, as may be defined therein, (v) if there has been a seizure, attachment, or garnishment of Customer's Accounts, assets or properties, (vi) if Bank believes immediate action is necessary for the security of Bank or Customer funds or (vii) if Bank reasonably believes that the continued provision of Services in accordance with the terms of this Agreement or any Appendix would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

15. Limitation of Liability; Disclaimer of Warranties.

15.1 Customer acknowledges that Bank's fees and charges for the Services are very small in relation to the amounts of transfers initiated through the Services and, as a result, Bank's willingness to provide the Services is based on the limitations and allocations of liability contained in this Agreement. Unless expressly prohibited or otherwise restricted by applicable law, the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. In no event shall Bank be liable for any consequential, special, incidental, indirect, punitive or similar loss or damage that Customer may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits and loss or damage from subsequent wrongful dishonor resulting from Bank's acts, regardless of whether the likelihood of such loss or damage was known by Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Unless expressly prohibited by or otherwise restricted by applicable law, and without

limiting the foregoing, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing paid by, charged to or otherwise assessed against Customer for Services over the three (3) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred or such fewer number of preceding months as this Agreement has been in effect. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Bank shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

15.2 Except as otherwise expressly provided in Section 8 of this Agreement, Bank shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Customer.

15.3 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer that is inaccurate, incomplete, not current, or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Customer through data transmission.

15.4 Bank is not liable for failing to act sooner than required by any Appendix or applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

15.5 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order, or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the

Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control. Bank shall not be liable for Customer's attorney's fees in connection with any such claim.

15.6 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS," AND BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.7 Notwithstanding the foregoing, if any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, Bank agrees to be responsible for court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals) up to \$50,000 should the Customer prevail. Nothing in this preceding sentence shall require Bank to pay Customer's legal and related fees until Bank in its sole discretion has exhausted all options for appeal.

15.8 The provisions of this Section 15 shall survive termination of this Agreement.

16. Indemnification.

16.1 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank due to any claim or action by any person, entity or other third-party against Bank to the extent such claim or action relates to or arises out of:

(i) any claim of any person that (a) Bank is responsible for any act or omission of Customer or (b) a Customer payment order contravenes or compromises the rights, title or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;

(ii) any failure by Customer to observe and perform properly all of its obligations hereunder or any wrongful act of Customer or any of its Affiliates;

(iii) any breach by Customer of any of its warranties, representations or agreements;

(iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer or any Affiliate or subsidiary of Customer; and

(v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

16.2 The provisions of this Section 16 shall survive termination of this Agreement.

17. RESERVED.

18. **Force Majeure.** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank or Customer from operating normally.

19. **Documentation.** The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this Agreement.

20. **Entire Agreement.** Bank and Customer acknowledge and agree that the Contract and any amendments hereto, all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between them with respect to the Services, and supersede any prior oral or written

understandings, representations, and agreements between the parties relating to the Services.

21. Amendments. Except for the Service Fees (as further defined in Section 4.2 of this Agreement) and scope of included Services applicable to the Term of the Contract, Bank may, at any time, amend this Agreement, the Services or Appendices in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective as provided in the notice to Customer as described below. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement, in any Appendix or the Contract, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer. As set forth in Section 14.2, Customer may terminate this Agreement or any Appendix upon its receipt of any notice of change that is not acceptable to Customer.

22. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

23. Assignment and Delegation. Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

24. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

25. Non-Waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

26. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New Jersey.

27. Notices.

27.1 Except as otherwise expressly provided in this Agreement, all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be sent by first class mail, postage prepaid, and addressed to Bank at the address provided to Customer in writing for that purpose. All such notices shall be effective upon receipt.

27.2 Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Appendix, to Customer's business mailing address or Customer's business e-mail address as it appears on Bank's records, or electronically by posting the notice on Bank's website, on an Account statement or via facsimile, and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business e-mail address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

28. Jury Trial Waiver. BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN BANK AND CUSTOMER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. The provisions of this Section 28 shall survive termination of this Agreement.

29. Beneficiaries. This Agreement is for the benefit only of the undersigned parties hereto and is not intended to

and shall not be construed as granting any rights to or otherwise benefiting any other person.

30. Recording of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement and related to the Services may be recorded and retained by either party by use of any reasonable means, except as otherwise expressly prohibited or limited by applicable law.

31. Facsimile Signature. The parties acknowledge and agree that this Agreement and any Appendix or Amended Appendices may be executed and delivered by facsimile, and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any Appendix or Amended Appendices with an original signature for its records.

32. Relationship. Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

33. Third-Party Service Provider Activities.

33.1 Customer As a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use one or more of the Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, who may or may not otherwise be customers of Bank, as well as on Customer's own behalf (hereinafter, when acting in such capacity, referred to as "Customer As Service Provider"). Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any Services in such capacity. Customer agrees that Bank retains the right to reject any request by Customer to engage in Customer As Service Provider activities as well as any transactions initiated by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the Services in the capacity of Customer As Service Provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and conduct transactions with respect to its Accounts through use of any of the Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" in the Agreement will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the Services;

(c) all of the provisions set forth in the Agreement will apply to Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to a Service is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for that Service; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank under this Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.


33.2 Customer Engaging a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third-party service provider to act as Customer's agent to use one or more of the Services (hereinafter such third-party to be referred to as "Customer's Third-Party Service Provider"). In such event, all transactions received by Bank from Customer's Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Customer's Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Agreement. Customer agrees, jointly and severally with Customer's Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Customer's Third-Party Service Provider on behalf of Customer. Customer and Customer's Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or any continuation by Customer's Third-Party Service Provider of any Services on Customer's behalf. Notice of any termination of Customer's Third-Party Service Provider's authority to use one or more of the Services on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any transactions initiated by Customer's Third-Party Service Provider in its sole discretion.

34. Section Headings. The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define Customer's or Bank's rights or obligations.

IN WITNESS WHEREOF, Customer and Bank have duly caused this Agreement, including all applicable Appendices, to be executed by an Authorized Representative.

VILLAGE OF NORTH PALM BEACH
(Customer)

501 US Highway One
North Palm Beach, FL 33408
(Address)


By: 
(Signature of Authorized Representative)

Print Name: ANDREW D. LUKASIK

Title: VILLAGE MANAGER

Governmental

TD BANK, NA

By: 
(Signature of Authorized Representative)

Print Name: Robert Wilkins

Title: Vice President



EXHIBIT TO CASH MANAGEMENT MASTER AGREEMENT:

GOVERNMENTAL ENTITY SERVICES

This Exhibit is incorporated by reference into the parties' Cash Management Master Agreement (the "Agreement") and applies to all Cash Management Services made available by Bank to Customer, as a governmental entity or unit. All capitalized terms used herein without definition shall have the meanings given to them in the Agreement. Bank and Customer agree that, notwithstanding anything to the contrary contained in the Agreement, the following terms and provisions shall apply to the Agreement:

TERMS AND CONDITIONS

1. Section 26, "Governing Law," of the Agreement is hereby deleted in its entirety and replaced with the following:

26. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction pursuant to which Customer was incorporated or otherwise organized, except where applicable federal law is controlling. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

2. The following new Section 34 is hereby added immediately after Section 33:

34. Additional Representations and Warranties. For purposes of this Section, "Governmental Unit" means: (A) any town, city, county or similar local governmental unit, including without limitation any school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district or other political subdivision, agency, bureau, department or other instrumentality thereof, or similar quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

(a) If Customer is a Governmental Unit of the type included in (A) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other officer authorized by law with signatory authority to enter into banking services agreements; (ii) that this

Agreement has been duly authorized and approved by the governing body of Customer in accordance with applicable law, and, at Bank's request, as evidenced by the certification of the Secretary or other legal authority of the governing body and provided with this Agreement; (iii) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; (iv) that if this Agreement remains in effect for more than one budget year, upon request of Bank, Customer will ratify and provide evidence of the renewal of this Agreement in subsequent years; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(b) If Customer is a Governmental Unit of the type included in (B) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by a financial or other officer authorized by law with signatory authority to enter into banking services agreements on behalf of Customer; (ii) that this Agreement has been duly authorized by a senior or similar officer of Customer; (iii) that Customer has complied with all state laws and regulations, including any regulations or policies adopted by Customer with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer service agreement; (iv) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(c) For a Customer of the type included in either (A) or (B) above, Customer and the individual signing below further represent, warrant and agree: (i) that upon Bank's request, Customer shall provide

evidence of those persons authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) above; (ii) that upon Bank's request, Customer will certify its compliance with (a) or (b), as applicable, on an annual or other periodic basis; and (iii) that Customer will provide notice to Bank if any person authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

3. Effectiveness. Customer agrees to all the terms and conditions of this Exhibit. The liability of Bank under this Exhibit shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Exhibit shall remain in full force and effect until such time as a different or amended Exhibit is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

Remainder of page intentionally left blank.



APPENDIX I

TD eTREASURY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and governs Customer's use of the Bank Internet System (the "Services" or "eTreasury"). All capitalized terms used herein without definition shall have the meanings given to them in the parties' Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Definitions.

"Account(s)" means, with respect to eTreasury, a checking, regular statement savings, money market deposit, certificate of deposit, investment or commercial loan or line of credit account(s) Customer maintains with Bank for business or non-consumer purposes that is designated by Customer for use with the Services, as described below.

"Account Agreement" means, in addition to the meaning contained in the parties' Cash Management Master Agreement, any and all agreements between Customer and Bank which govern Customer Accounts (as defined above) and which were provided to Customer when Customer opened its Account(s), or any other documents governing Customer's Account(s), each as may be amended from time to time.

"Administrator" or "Account Administrator" means Customer's employee(s) or other person(s) that Customer (or any Administrator designated by Customer) designates on the Services' Setup Form(s) (or by on-line changes to such designations as described below) as being its Authorized Representative, or as authorized to act on Customer's behalf, with respect to the Services.

"Authorized User" means any person Customer's Administrator designates as being authorized to access or use any of the Services on Customer's behalf.

"Login ID" means the electronic identification, in letters and numerals, assigned to Customer by Bank or to any additional Authorized Users designated by Customer's Account Administrator.

"Payment" means a transfer of funds to or from Customer's Account(s).

2. Services.

2.1 This Appendix describes the terms and conditions under which Bank will provide Customer with access to and use of any of the electronic information delivery and transaction initiation services that Bank makes available using the Bank Internet System.

2.2 By accessing the Services with the Access Devices (as defined in the Cash Management Master Agreement), Customer may perform any or all of the Services described in this Appendix and selected for use in the Services' Setup Form(s) and that Bank has approved for Customer's use. Bank reserves the right to reject Customer's Services' Setup Form(s), schedules and other required documents and to refuse Customer access to or use of the Services for any reason and in Bank's sole discretion. Bank may, in its sole and exclusive discretion, introduce new features of the Services from time to time but is not required to notify Customer of the availability of any such new features.

2.3 By subscribing to the Services, Customer will have access to the Services' basic features, which include but may not be limited to, in Bank's sole and exclusive discretion, the following:

2.3.1 **Previous-Day Balance Reporting.** Previous-Day Balance Reporting allows Customer to review the balances and transaction history in Customer's checking, savings, money market deposit and loan Account(s) for such period of time as described in the Services' Setup Form(s). Customer may also view images of deposit tickets, deposit items, paid checks and return deposited items. This information may be viewed upon implementation of the Services. The scope of the time periods for which transactional history and check images may be viewed (including pre-implementation periods) may vary and depend upon various factors, such as when Account(s) were opened and when the Services were first implemented and set-up.

2.3.2 **Real-Time Balance Reporting.** Real-Time Balance Reporting allows Customer to review current Account balance(s) and transaction activity in real-time.

2.3.3 **Book Transfers.** Book Transfers allows Customer to make intra-Bank fund transfers between Customer's checking, savings and loan Accounts.

2.3.3.1 **General.** Book Transfers may be made as one-time or recurring, same-day or in the future. Book Transfers may also be initiated from

(i) one-Account-to-one-Account, (ii) one-Account-to-many-Accounts, or (iii) many-Accounts-to-one-Account. Recurring Book Transfers may utilize one of several repeating frequency options (weekly, monthly, etc.), as set forth in the Services. Book Transfer templates may be created and saved for frequently executed transfers. Pending Book Transfers and templates may be edited or deleted (cancelled) through the Services by Authorized Users at any time prior to the Business Day on which the associated transfer is scheduled to occur. Book Transfer amounts and the order in which such transfers occur are limited to the available balance in the Account(s) on the effective date of the transfer. For same-day transactions, Customer will need to have a sufficient available balance in the Account from which funds are to be transferred to cover the amount of the Book Transfer. For future or recurring Book Transfers, Customer will need to have sufficient available funds on the day the transaction is to occur. The number of Book Transfers from interest bearing checking and savings Accounts are subject to the terms of the Account Agreement and federal regulations. Book Transfers that Customer transmits by Bank's cut-off time as set forth on the Services' designated website or the Services' Setup Form(s) on a Business Day will be posted to the Account as of that Business Day; however, a request (whether a same-day funds transfer or a future-dated transfer) may not result in an immediate transfer of funds or immediate availability because of the time required to process the transaction. Customer is solely responsible for the review of the previous day's transaction report and the status of the Book Transfer request within the Services to ensure that the transaction was processed. Only Book Transfers initiated through the Services will be displayed on the Services' "Transfer" reports tab. All transfers are subject to the Account Agreement.

2.3.3.2 Future-Dated

Book Transfer. In conjunction with Book Transfers, a request to transfer funds between Customer's Accounts may be initiated and approved for a future date. The future transfer date may be scheduled for such date in advance as may be permitted from time to time by Bank and as set forth within the Bank Internet System. Future-dated transfers may be scheduled as a one-time request or a recurring request in a pre-determined amount, based on the instructions entered by Customer with the request. Future-dated Book Transfers will be initiated on the Business Day requested by Customer, not on the date Customer entered the transaction using the Services.

2.3.4 Stop Payment.

Stop payments of checks drawn on Customer's Account(s) are subject to the terms and conditions of the Account Agreement. Notwithstanding anything in the Account Agreement to the contrary, Customer may use the Services to initiate stop payment orders for an individual check or a range of checks. Bank shall have no responsibility for losses resulting from any delay in Bank's receipt of stop payment orders transmitted by means of the Bank Internet System or for Customer not taking additional actions when a response message from the Bank Internet System indicates a response other than a successful confirmation. Customer must provide Bank with the **EXACT CHECK**

NUMBER OR RANGE OF CHECK NUMBERS. When known, Customer should also provide the **EXACT AMOUNT OF THE CHECK.** If the check number is incorrect in any way or the amount of the check is inaccurate by one cent or more in the stop payment order, payment will not be stopped and Bank will not be responsible for resulting losses. All other information must be reasonably accurate. Requests are generally effective when successfully entered and submitted by Customer via the Services. Notwithstanding the foregoing, Customer understands that if the stop payment request comes too late for Bank to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then Customer's stop payment request shall be of no effect. Stop payments requested using the Bank Internet System are effective for three hundred sixty-five (365) Calendar Days unless renewed before the end of the 365-day period. Customer is solely responsible for confirming the status of a stop payment order. Except as otherwise provided by Compliance Laws or the terms of the Cash Management Master Agreement, Customer shall not have the right to stop payment on or recall any electronic fund transfers or similar payment order or transfer request given hereunder after it has been transmitted to Bank. Only stop payment orders initiated or recalled through the Bank Internet System will be displayed on the Bank Internet System's Stop Payments screen. Stop payment orders that are not initiated through the Bank Internet System may also be cancelled through the Bank Internet System.

2.3.5 E-Learning. E-Learning is a self-paced, interactive educational tool available via the Services that Customer may use to learn more about the various features or modules related to the Services, as well as how to use them.

2.3.6 Customizable Dashboard.

Using this feature, Customer can configure and save Account balance views, as well as command one-click access to detailed information, balance and payment reports, and high-use transaction initiation features. It is Customer's responsibility to view the "Dashboard" for Bank notices when designating another section of the Bank Internet System as the desired landing page.

2.4 In addition to the Services as described in this Appendix and/or in the Services' Setup Form(s), additional features, modules or other Cash Management Services related to eTreasury may be offered from time to time by Bank, in its sole and exclusive discretion, including but not limited to the following:

2.4.1 Wire Transfers.

Wire transfers are subject to the terms and conditions of the TD Wire Transfer Services Appendix. Once approved by Bank for use by Customer, this Service allows Customer to transfer funds electronically using the Fedwire or similar funds transfer system, typically from Customer's Account(s) to other account(s) with Bank or to account(s) at other banks. Domestic or foreign wire transfers entered through the Services will be processed as set forth in the TD Wire Transfer Services Appendix.

2.4.2 ACH Originations. ACH originations are subject to the terms and conditions of the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD ACH Third Party Service Provider Agreement, as applicable. Once approved by Bank for use by Customer, this Service allows Customer to initiate and approve ACH transactions that Customer desires Bank to enter into the ACH network on Customer's behalf. ACH transactions entered through the Services will be processed and settled) as set forth in the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD ACH Third Party Service Provider Agreement, as applicable.

2.4.3 File Transfers. File transfers is a method for Customer and Bank to send and receive reports and files (including, but not limited to, ACH, Reconciliation, Lockbox, and BAI files) to each other through the Internet and are subject to the terms and conditions of applicable Appendices. Such reports and files may also be auto-generated and auto-delivered.

3. Hours of Access. Customer generally may access the Services 24 hours a day, seven (7) days a week. Customer may not be able to access some or all of the Services from time to time, however, during any special or other scheduled maintenance periods, or during emergencies, interruptions or delays due to causes beyond Bank's control.

4. Account Designation.

4.1 Customer may designate any of Customer's Accounts maintained with Bank for business or non-consumer purposes for use with the Services. Generally, the taxpayer identification number for each Account must be the same, and each Account is subject to the other conditions set forth in this Appendix, except as Bank, in its sole discretion, may otherwise permit. Bank reserves the right to deny any Account designation for use with the Services in its sole discretion.

4.2 Customer may at any time add or delete any Account that Customer has designated for use with any of the Services, or change the Services associated with any Account, by notifying Bank in writing.

5. Administrator(s) and Authorized Users.

5.1 Customer shall designate Administrator(s) with Bank as set forth in the Services' Setup Form(s). Customer is solely responsible for designating its Administrator(s).

5.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility the Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrators and Authorized

Users of the Services through the issuance of Access Devices. The Administrator(s) may add, change or terminate Customer's Authorized User(s) from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services. If Customer designates more than one (1) Administrator, Bank recommends that Customer manage its use of the Services and its Administrators by requiring dual control to set up new Authorized Users. Bank also recommends that Customer review and assign limits for Authorized Users that create and/or approve wire transfers and ACH transactions, as established on the Services' Setup Form(s). In the event that Bank, in its sole and exclusive discretion, assists Customer in any way with the establishment, addition or general set-up of Authorized Users, Customer understands and agrees that the Administrator(s) shall remain responsible for verifying the accuracy thereof and shall otherwise control access by any of Customer's Authorized Users to any of the Services.

5.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply. Customer is responsible for any Payment, transfer and other use of the Services and charges incurred by any Administrator and any Authorized User, even if such Administrator or Authorized User exceeds his/her authorization. Bank recommends that Customer require its Administrator(s) to review all entitlement reports available through the Services with respect to Customer's Authorized User(s).

5.4 Customer acknowledges and agrees that an Authorized User is not permitted to authorize other persons/entities to use its Access Devices. Notwithstanding the foregoing, if an Authorized User does authorize other persons/entities to use the Authorized User's Access Devices in any manner, such authorization will be considered by Bank as unlimited in amount and manner, and Customer is responsible for any transactions made by such persons/entities, until Customer's Administrator has deactivated the subject Authorized User's Access Devices. Bank will not be liable for and will not reimburse Customer for any losses that may occur as a result of this authorized use of an Authorized User's Access Devices.

5.5 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, the Administrator(s) are solely responsible for deactivating such Authorized User's Access Devices. Customer shall notify Bank in writing whenever a sole Customer Administrator leaves Customer's employ or Customer otherwise revokes a sole Administrator's authority to access or use the Services.

6. Access Devices; Security Procedures.

6.1 Upon successful enrollment, Customer can access the Services from Bank's designated website by using Customer's Computer or, as may be permitted by Bank from time to time in its sole discretion and in accordance with Bank's terms and conditions for such access, using mobile or other Internet-enabled system(s) or device(s), along with the Services' security procedures as described from time to time. A company ID assigned to Customer by Bank, a unique Login ID and an individual password will be used for log-in by Customer's Administrator(s) and Authorized User(s). The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes, as prompted by the Bank Internet System or more frequently (subject to the additional security procedures described below).

6.2 Customer acknowledges that the Administrator(s) will, and Customer authorizes the Administrator(s) to, select other Administrators and Authorized Users by issuing to any person a unique Login ID and password (subject to the additional security procedures described below). Customer further acknowledges that the Administrator(s) may, and Customer authorizes the Administrator(s) to, change or de-activate the unique Login ID and/or password from time to time and in his or her sole discretion (subject to the additional security procedures described below).

6.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, additional security procedures, including as described below:

6.3.1 Additional security procedures include a risk-based authentication security procedure for Customer, including Customer's Administrator and Authorized Users. This additional security procedure involves an additional credential for each user that is in addition to Login IDs and individual password security (hereinafter "Enhanced Authentication Security," and/or "Enhanced Log-in Security"). With Enhanced Authentication Security, additional information regarding each Authorized User's Computer and method of website access will be collected and validated automatically with the set-up process. An electronic access identity will be created for each Authorized User by combining a number of key identification points, such as IP address, Internet service provider, PC and browser settings, time of day and geographic location. These access identities are used by Bank to authenticate Authorized Users. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to that access identity.

6.3.2 An additional security procedure incorporates use of a physical security device or token ("Token") for, by way of example only, initial log-in and/or certain transactional or administrative functionality. A Token may be issued to any Authorized User(s), for example, for use in initiating and/or approving ACH transactions and wire transfers, to log in to the Services, as well as with certain administrative functionality, and/or for the creation of ACH and wire templates. Physical security

of each Token is Customer's sole responsibility. With the Token, each Authorized User will receive a PIN number that the Authorized User must keep in a secure place. When an Authorized User (or Administrator) leaves Customer's employ, his or her Login ID must be deleted by Customer (or by Bank upon Customer's request) and, if a Token had been issued to such Authorized User (or Administrator), Bank must be promptly notified so that Bank may deactivate such Authorized User's (or Administrator's) Token. Any additional Authorized User requiring a Token must be authorized, in writing by Customer to Bank, for Token creation or re-creation and deployment. If applicable, fees may be assessed for additional Tokens.

6.4 Customer further acknowledges and agrees that all wire transfers and ACH transactions initiated through the Services require "dual control" or separation of duties. With this additional security feature, one Authorized User will create, edit, cancel, delete and restore ACH batches or wire transfer orders under his/her unique Login ID, password and Token; a second *different* Authorized User with his/her own unique Login ID, password and Token will be required to approve, release or delete ACH batches or wire transfer orders.

6.5 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Treasury Management Services Support immediately at 1-866-475-7262 if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

6.6 The Access Devices identify and authenticate Customer (including the Administrator and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any Payment, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, where such communications were provided to Bank in accordance with the security procedures and other terms as set forth in the Cash Management Master Agreement, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity.

6.7 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer's use of the Services and set forth in this Appendix, as well as such security best practices as described by Bank from time to time and made available on the Bank Internet System, are a commercially reasonable method for the purpose of verifying whether any Payment, transfer or other use of the Services was initiated by Customer. Customer also agrees that any election

Customer may make to change or waive any optional security procedures recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a Payment, transfer or any other use of the Services.

6.8 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a Payment or other use of the Services has been or may be made with any Access Devices without Customer's permission, Customer must contact its Administrator and Bank. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Devices, where such communications or instructions were provided to Bank in accordance with the security procedures and other terms as set forth in the Cash Management Master Agreement.

6.9 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7. **Debiting Customer's Account(s).** Customer authorizes Bank to charge and automatically deduct the amount of any Payment from Customer's Account(s) (or any other Account that Customer maintains with Bank, if necessary), in accordance with the Cash Management Master Agreement and the Account Agreement.

8. **Electronic Statements.**

8.1 As an eTreasury user, and subject to Bank's approval and applicable set-up and enrollment requirements, Customer may elect to stop or resume the mailing of paper statements for eligible Accounts by requesting this feature from Bank.

8.2 Only Accounts accessible via the Services may be enrolled for electronic statement delivery. Eligible Accounts are displayed on the "Statements" page of the Services. If Customer currently receives a consolidated periodic statement that includes multiple Accounts and Customer selects electronic statement delivery, all Accounts shown on the consolidated statement will be automatically enrolled for electronic statement delivery. For joint Accounts, only one Account owner need enroll for electronic statement delivery; provided, that each Account owner must separately enroll if that Account owner wishes to receive and have access to its Account statements electronically.

8.3 Customer's electronic statement will generally be available within 24 hours after the statement

cut-off date. The statement cut-off date for Customer's electronic statement is the same as Customer's paper statement. Once made available as described herein, the information contained in Customer's electronic statement shall be deemed to have been delivered to Customer personally, whether actually received or not. Customer may view, print and download current statements and such period of statement history as set forth on the Bank Internet System. To view or print an electronic statement, Customer must have an appropriate version of Adobe Acrobat software installed on Customer's Computer sufficient to support access to a PDF file.

8.4 At Customer's request, Bank will send Customer a paper copy of Customer's electronic statement previously delivered through the Services at any time. Bank's standard fee then in effect and charged for paper delivery of copies of Account statements will apply. A request for a paper copy does not cause a termination of the electronic statement feature. A paper copy can be obtained until the copy is no longer required to be maintained by Bank as a record for the designated Account under applicable law or regulation.

8.5 Customer may revoke consent for the electronic statement feature for Customer's Accounts at any time by contacting Customer's Relationship Manager. Electronic posting of Customer's electronic statement on the Services' site and transmission of related email notices will continue until: (i) termination of the electronic statement feature; (ii) termination of Customer's designated Accounts with Bank; or (iii) termination of this Appendix, the Cash Management Master Agreement or Customer's use of the Services.

8.6 Bank may discontinue the electronic statements feature at any time in Bank's discretion and resume mailing paper statements to Customer. Bank may also add, modify or delete any feature of the electronic statements feature in Bank's discretion. Bank will provide Customer with notice of any change or termination in the electronic statement feature in accordance with the terms of the parties' Cash Management Master Agreement.

9. **Alerts.**

9.1 The Services allow Customer to voluntarily choose alert messages regarding Customer's Account(s), including but not limited to messages to alert Customer about high or low Account balance thresholds, debit or credit transactions cleared, and payment status for ACH and wire transactions. Bank may add new alerts from time to time, or cancel existing alerts. If Customer has opted to receive an alert that is being canceled, Bank will notify Customer in accordance with the terms of the parties' Cash Management Master Agreement. Each alert has different options available, and Customer will be asked to select from among these options upon activation of Customer's alerts service.

9.2 **Voluntary Alerts.**

9.2.1 Electronic alerts will be sent to the email address Customer has provided as Customer's primary email address for the Services or via the Services' secure messaging feature. If Customer's email address changes, Customer is responsible for informing Bank of the change. Customer can also choose to have alerts sent to a secondary email address. Changes to Customer's primary and secondary email addresses will apply to all of Customer's alerts.

9.2.2 Customer understands and agrees that Customer's alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance on an alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of alerts sent to email addresses or phone numbers connected with mobile or similar devices.

9.2.3 Alerts are not encrypted and will never include Customer's Access Devices or full Account number(s). However, alerts may include Customer's name and some information about Customer's Accounts, depending upon which alert(s) Customer selects. Anyone with access to Customer's email address will be able to view the contents of these alerts.

9.2.4 Customer may, at its option, customize the subject line of Customer's alerts for easier identification by Customer. Customer acknowledges and agrees that Customer should not include full Account number(s) or other sensitive Customer or Account information in any customized subject line.

10. Use of Financial Management (FM) Software. Use of the Services may be supplemented by use of certain FM software. Compatibility and functionality of the FM software with the Services may vary depending upon the FM software Customer is using, and Bank makes no representations or guarantees regarding use of the Services with Customer's FM software. Customer is responsible for obtaining and maintaining the FM software. Customer's use of the FM software is governed by the software license agreement(s) included with each software application. Customer must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on Customer's Computer. Customer is responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or Customer's Computer. Bank will provide Customer with reasonable assistance, when requested, to enable Customer's use of the Services with FM software. Bank is not responsible for any problems related to the FM software itself, Customer's Computer or Customer's ability to connect using the FM software as

described in this Appendix. Customer should verify all Account data obtained and any transactions that may be executed on Customer's Accounts using FM software, as applicable. Bank's records of transactions, instructions and communications regarding Customer's Accounts and use of the Services supersede any records stored or created on Customer's Computer through the use of FM software. Customer is responsible for any and all obligations to any software vendor arising from Customer's use of that vendor's FM software. Customer acknowledges and agrees that the FM software versions supported by Bank for purposes of use with the Services shall be in accordance with the sunset policy of the FM software provider.

11. Additional Security Terms. In addition to the other terms of this Appendix and of the parties' Cash Management Master Agreement, Customer agrees not to disclose any proprietary information regarding the Services to any third party (except to Customer's Administrator(s) and Authorized User(s)). Customer acknowledges that there can be no guarantee of secure transmissions over the Internet and agrees to comply with any operating and commercially reasonable security procedures Bank may establish from time to time with respect to the Services. Customer will be denied access to the Services if Customer fails to comply with any of these procedures. Customer is responsible for reviewing the transaction reports Bank provides on-line and in Customer's monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Services or in the parties' Cash Management Master Agreement, all transactions will be deemed to be authorized by Customer and to be correctly executed thirty (30) Calendar Days after Bank first provides Customer with a statement or online transaction report showing that transaction, unless Customer has provided written notice that the transaction was unauthorized or erroneously executed within that period. In order to minimize risk of loss, Customer agrees to cause its Administrator or designated Authorized User(s) to review the transaction audit log available with the Services to detect unauthorized or erroneous transactions not less frequently than once every five (5) Calendar Days.

12. Terminating this Appendix; Liability.

12.1 This Appendix may be terminated in accordance with the terms and conditions of the Cash Management Master Agreement.

12.2 The provisions of this Appendix relating to Customer's and Bank's liability and the disclaimer of warranties set forth in the Cash Management Master Agreement and incorporated herein by reference shall survive the termination of this Appendix.

13. Changes to the Services and this Appendix. Bank may change the Services and this Appendix (including any amendments hereto) in accordance with the terms and conditions of the Cash Management Master Agreement.

14. Notices. Notices required by this Appendix shall be provided in accordance with the terms and conditions of the Cash Management Master Agreement.

15. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that

exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX II

TD ACH ORIGINATION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and the parties' Bank Internet System Agreement, as applicable. This Appendix applies to all automated clearing house ("ACH") Services made available to Customer, in Customer's capacity as an Originator, by Bank, as an Originating Depository Financial Institution ("ODFI"). All capitalized terms used herein without definition shall have the meanings given to them in either the Cash Management Master Agreement or the *NACHA Rules* (as defined below), as applicable. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. **Services.** The ACH network is a funds transfer system which provides for the interbank clearing of electronic credit and debit Entries for participating financial institutions. The ACH system is governed by the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines* (collectively the "*NACHA Rules*").

2. Customer Obligations.

2.1 Customer will comply and shall cause its employees, officers, directors, agents and its Authorized Representative(s) and Administrator(s) to comply with (i) the *NACHA Rules* as amended from time to time and (ii) any specifications, advisories, interim policies, or instructions related to ACH transactions issued, from time to time, by Bank, NACHA or any federal or state regulatory authorities. The duties of Customer set forth in this Appendix in no way limit the requirement that Customer comply with the *NACHA Rules*. Customer specifically adopts and makes to Bank all representations and warranties of an Originator under the *NACHA Rules*, including that Customer will not initiate Entries in violation of the laws of the United States. Customer has access to a copy of the *NACHA Rules* and acknowledges receipt of a copy. (The *NACHA Rules* may be obtained at NACHA's website at www.NACHA.org or by contacting NACHA directly at 703-561-1100.) Customer agrees to subscribe to receive revisions to the *NACHA Rules* directly from NACHA.

2.2 Customer will maintain a checking Account ("Settlement Account") at Bank with available balances as of the Effective Entry Date sufficient to offset any Entries submitted and against which any rejected or returned Entries may be credited or debited. Bank reserves the right, in its sole and exclusive discretion and at any time, to require ACH pre-funding of credit Entries requested by Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating to pre-funding of such Entries, including as otherwise set forth in this Appendix. Bank also reserves the right, in its sole and exclusive discretion and at any time, to delayed settlement of debit

Entries requested by Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating thereto.

2.3 Customer agrees from time to time, upon Bank's request and in accordance with this Appendix and the parties' Cash Management Master Agreement, to promptly provide Bank with information pertaining to Customer's financial condition as Bank may request, including without limitation, the name(s) of other financial institutions that Customer is using to originate Entries.

2.4 Nothing in this Appendix or any course of dealing between Customer and Bank (i) constitutes a commitment or obligation of Bank to lend money to Customer, (ii) obligates Bank to extend any credit to Customer, to make a loan to Customer or otherwise to advance funds to Customer to pay for any payment order contrary to Bank's published availability schedules and the settlement timing as reflected herein, and in such other documents and materials as may be provided to Customer by Bank with regard to the Services from time to time, (iii) constitutes a modification of this Appendix, the *NACHA Rules*, or the Security Procedures, or (iv) otherwise constitutes an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

2.5 Customer is responsible for all tariffs, duties or taxes (excluding U.S. federal, state and local taxation of the income of Bank) that may be imposed by any government or governmental agency in connection with any payment order executed pursuant to this Appendix, including without limitation any international tariffs, duties or taxes related to international ACH Entries as further described in Section 6 below.

2.6 Customer shall be liable for all fines including without limitation any international fines related to international ACH Entries as further described in Section 6 below, that may be incurred by Bank that are attributable to Customer's failure to comply with (i) the *NACHA Rules*, or (ii) the laws, regulations and orders administered by the U.S., including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC")

and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

3. Risk Exposure Limits.

3.1 Bank will establish for Customer, in Bank's sole and exclusive discretion, a transactional "Credit Exposure Limit" and a "Debit Exposure Limit" ("Exposure Limit(s)"). Each Exposure Limit will be established as an aggregate limit over multiple Settlement Dates with other not-yet-settled transactions issued by Customer through any ACH application with Bank. The Exposure Limits are based on Customer's financial condition and anticipated or historical level(s) of Entry instructions with Bank. Bank will notify Customer of Customer's Exposure Limits prior to implementation of the Services.

3.2 Customer shall promptly notify Bank if Customer anticipates a significant increase or decrease in the dollar amount of any of its ACH transactions. Bank may, from time to time, in its sole discretion, change the amount of Customer's Exposure Limits. Bank may, on an annual or more frequent basis, in Bank's sole discretion, review Customer's Exposure Limits and make any adjustments to Customer's Exposure Limits that Bank may deem appropriate.

3.3 Bank monitors all Exposure Limits for every customer that originates ACH transactions. Bank may suspend or reject processing of any Entry instructions if such Entry exceeds Customer's Exposure Limit(s). Bank may, in its sole and exclusive discretion, but shall have no obligation, to elect to process occasional Entry instructions that would exceed Customer's Exposure Limit(s). If Customer's Entry instructions exceed its Exposure Limit(s), Bank may elect to process such instructions subject to there being sufficient available funds in the Settlement Account, or in any other Customer Account(s) authorized by Bank for ACH transaction purposes, for the total amount of all credit Entries submitted to Bank for processing. In such event, Bank may elect to reduce available funds in the Settlement Account, as well as place a hold on available funds in any other Customer Account(s) authorized by Bank for ACH transaction purposes to the extent necessary to cover the total amount of the ACH credit Entries, on the Business Day that Bank begins processing Customer's ACH file. Customer's Settlement Account will be debited on the effective Settlement Date of the file, simultaneously with removal of the hold on funds in the other Customer Account(s). Alternatively, if Customer's Entry instructions exceed Customer's Exposure Limit(s), Bank may elect to process such instructions and release a file against insufficient collected funds, subject to Customer promptly depositing collected funds in the Settlement Account in the form of a cash deposit, wire transfer, intra-bank fund transfer or loan advance to cover Customer's funding obligation.

4. File Transmission Methods; Addenda.

4.1 Customer may elect, in accordance with the Services' Setup Form(s), to transmit a NACHA-formatted file to Bank via the following methods, or via such other methods as Bank may permit from time to time in its sole and exclusive discretion:

4.1.1 **Bank Internet System Transmission.** Customer may transmit a NACHA-formatted file to Bank via the service described in the Bank Internet System Appendix. Customer agrees to the terms of the Bank Internet System Appendix and its related security procedures when initiating Entries as described therein.

4.1.2 **Direct Electronic Transmission.** Customer may transmit a NACHA-formatted file directly to Bank, as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Connectivity between Bank and Customer must be established and successfully tested prior to live transactions.

4.2 **Electronic Data Interchange ("EDI").** EDI consists of the electronic movement of data between Customer and Bank in a structured, computer-retrievable data format that permits information to be transferred between a computer program at Customer's location and a computer program at Bank's location without re-keying. Customer and Bank may transmit between each other an ACH file that contains ACH Addenda which conform to the *NACHA Rules* via EDI, and as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Bank will process and forward Addenda information along with financial transactions through the ACH network. Bank will, upon Customer's request, forward Addenda information to Customer within two (2) Business Days of Bank's receipt of such information.

5. Transmittal of Entries by Customer.

5.1 Customer will send file(s) of credit and debit Entries to Bank (i) with computer readable information; (ii) with an ACH file and format consistent with current NACHA file and Bank specifications; and (iii) on the medium as agreed by the parties and in accordance with the security procedures associated with that transmission medium. Customer agrees to initiate Entries described herein in accordance with the requirements of, and in compliance with its responsibilities, representations and warranties as an Originator under, the *NACHA Rules*.

5.2 With respect to any credit and debit Entries initiated and transmitted by Customer that involve consumers, Customer will comply with, each as may be amended from time to time: (i) all authorization, disclosure and other requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, including, without limitation, any applicable requirements of Regulation E of the Consumer Financial Protection Bureau (or any successor entity who administers Regulation E) (hereinafter "Regulation E") and the Federal Electronic Funds Transfer Act.

5.3 Customer acknowledges the right of a consumer Receiver of an unauthorized debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from Receiver's account by such Receiver sending a written notice to Receiver's Receiving Depository Financial Institution ("RDFI") in accordance with the *NACHA Rules* (i.e., a Written Statement of Unauthorized Debit), and where such notification is received in time and in a manner that reasonably allows the RDFI to meet the deadline for transmitting a Return Entry as provided in the *NACHA Rules*. Customer also acknowledges the right of a corporate Receiver of a debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from such Receiver's account by such Receiver sending a notice to Receiver's RDFI within two (2) Business Days following the Settlement Date of the original Entry. Customer indemnifies Bank against any such claim for a refund by any Receiver.

5.4 In accordance with this Appendix, Customer may use the Services to initiate and transmit credit and debit Entries with certain Standard Entry Class ("SEC") Codes. Authorized SEC Codes include PPD, PPD+, CCD, CCD+ and CTX. All other SEC Codes may be used with proper designation on the Services' Setup Form(s) and in accordance with additional instructions from and requirements by Bank, as applicable. Bank may also suspend or terminate Customer's use of one or more SEC Codes at any time in Bank's sole and exclusive discretion.

6. International ACH Transactions ("IAT Entries").

6.1 An IAT Entry is a debit or credit Entry that is part of a payment transaction involving a Financial Agency located outside of the territorial borders of the United States, which is processed through the domestic ACH network, pursuant to the *NACHA Rules*, including the rules pertaining to International ACH Transactions. IAT Entries also include those that are funded directly by an incoming international wire or similar funding source. The *NACHA Rules* establish SEC Code "IAT" for all International ACH Transactions. Customer agrees to be bound by the *NACHA Rules* and all other statutes and regulations pertaining to IAT Entries, including all applicable OFAC and FinCEN rules and regulations associated with IAT Entries. Customer acknowledges that IAT Entries require additional mandatory information, according to special formatting requirements, in the computer record for such Entries within an ACH batch file. Customer expressly agrees to identify and properly initiate all IAT Entries. Bank will facilitate IAT Entries to Receivers located in foreign countries approved by Bank and facilitated by the ACH or the Gateway Operator (hereinafter in this Section, collectively, "ACH Operator"). Bank will process each IAT Entry in accordance with (a) the laws and payment system rules and requirements of the receiving foreign country ("Foreign Country Rules"), (b) any agreement governing IAT Entries between Bank and the ACH Operator through which Bank processes the IAT Entry, the terms of which Bank communicates to Customer

prior to Customer's use of the Services or from to time thereafter, and (c) the *NACHA Rules*.

6.2 Customer acknowledges and agrees that IAT Entries may be subject to laws, regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Before initiating an IAT Entry, Customer agrees to understand and accept the Foreign Country Rules. An IAT Entry must be authorized by the Receiver. The form and content of the Receiver's authorization, including whether such authorization is oral, electronic or written, is governed by Foreign Country Rules. Customer assumes the risk of rejection of its Entries according to Foreign Country Rules, Bank and the ACH Operator. Customer expressly acknowledges and agrees that Outbound IAT Entries, once transmitted, are irrevocable and are subject to the Foreign Country Rules; furthermore, the time frames for return of an Entry are determined by the Foreign Country Rules and may exceed the sixty (60) day return window for consumer Entries defined by the U.S. ACH system and the *NACHA Rules*, as well as the return window for non-consumer Entries. Customer also agrees that IAT Entries may not be dishonored, reversed or settled upon a specific date, and that pre-notifications are not permitted with respect to IAT Entries involving certain foreign countries. To the extent not otherwise prohibited by law, in connection with IAT Entries, (1) Customer assumes the risk of all fluctuations in foreign exchange rates or availability, and (2) Customer assumes the risk of loss for creating any and all erroneous IAT Entries. Customer acknowledges and agrees that the processing, settlement and/or availability of such Entries may be delayed or suspended in the event that Bank determines that enhanced scrutiny or verification of such Entries is necessary under the *NACHA Rules* and/or applicable U.S. law. The ACH Operator through which Bank processes the IAT Entry, in its sole discretion, may also refuse to handle IAT Entries. Customer acknowledges that Bank shall have no liability for such delay or refusal.

6.3 In addition to the provisions of Section 22 of this Appendix, Customer makes the following additional representations and warranties with respect to any IAT Entry submitted by Customer or on Customer's behalf:

6.3.1 Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN; and

6.3.2 The origination of an Outbound IAT Entry is in compliance with the Foreign Country Rules, including any requirements regarding authorization with respect to an IAT Entry.

6.4 Bank will not be liable for (a) any failure or delay by the ACH Operator, any intermediary financial institution, or the financial institution designated to receive the IAT Entry in the receiving country in processing or failing to process any IAT Entry that is transmitted to the receiving country, or (b) the acts or omissions by a third party, including without limitation, the delay or failure of any third party to process, credit or debit any IAT Entry. Bank is also not responsible for the transmission or

settlement of IAT Entries on foreign holidays or other days on which foreign countries may not process Entries.

6.5 With respect to credit IAT Entries that Customer wishes to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will originate the IAT Entries in U.S. dollars ("USD") only. Once the Entry is transmitted by Bank to the ACH Operator, the ACH Operator will convert the amount to be transferred from USD to the Foreign Currency. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, the ACH Operator will convert the amount to be returned from the Foreign Currency to USD. Bank will not be liable for any difference in the amount of the original Entry after it has been converted from the Foreign Currency to USD. Further, if Customer designates the currency to arrive at the receiving financial institution in Foreign Currency, and the designated Receiver account at the receiving financial institution is a USD account, Customer acknowledges that the receiving financial institution may: (1) elect to convert the currency back to USD and post the transfer to the Receiver's account accordingly, or (2) return the Entry, in which case the amount transferred is converted from Foreign Currency back to USD to post back to Customer's account. Customer assumes all foreign exchange risk associated with any of the foregoing.

7. Security Procedures.

7.1 Customer and Bank shall comply with the security procedures set forth or incorporated by reference in this Appendix, the Cash Management Master Agreement, the Bank Internet System Appendix, Data Transmission Services Appendix and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s) (collectively the "Security Procedures"), with respect to Entries transmitted by Customer to Bank. Customer acknowledges and agrees the Security Procedures are a commercially reasonable method for the purpose of verifying the authenticity of Entries (or any request for cancellation or amendment thereof). Customer further acknowledges that the purpose of the Security Procedures is not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Bank and Customer for the detection of any such error.

7.2 Customer is strictly responsible for establishing, implementing, maintaining and (as appropriate) updating its own security procedures (a) to safeguard against unauthorized transmissions, and (b) relating to the initiation, processing and storage of Entries. As required by the *NACHA Rules* with respect to the protection of ACH information (non-public information, including financial information of Receivers and Customer's customers, used to create, or contained within, an ACH Entry and any related addenda record), Customer shall ensure that its security policies, procedures and systems:

- Protect the confidentiality and integrity of the protected information,
- Protect against anticipated threats or hazards to the security or integrity of protected information until its destruction, and
- Protect against unauthorized use of protected information that could result in substantial harm to the Receiver/customer.

Customer warrants to Bank that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and Customer agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions Bank provides in connection with the Security Procedures. If Customer believes or suspects that any such information or instructions have been known or accessed by an unauthorized person, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Treasury Management Services Support, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers Bank makes in good faith prior to, and within a reasonable time period after, its receipt of such notification.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

8. Compliance with Security Procedures.

8.1 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request), and Customer shall be obligated to pay Bank the amount of such Entry (or request) even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedures. To the extent that signature comparison is to be used as part of any applicable Security Procedures, Bank shall be deemed to have complied with that part of such Security Procedures if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of Customer and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

8.2 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the Security Procedures and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with the Security Procedures.

9. Recording and Use of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Appendix may be electronically recorded and retained by either party by use of any reasonable means.

10. Processing, Transmittal and Settlement of Entries by Bank.

10.1 Bank will process, transmit and settle for credit and debit Entries initiated by Customer as provided in the *NACHA Rules* as in effect from time to time, and pursuant to this Appendix. Exclusive of "Same Day ACH Entries," which are described in Section 23 below, Bank will transmit such Entries as an ODFI to the ACH Operator by the deadline of the ACH Operator, provided such Entries are received by Bank prior to 8:00 p.m. Eastern Time ("ET") and the ACH Operator is open for business on such Business Day. Entries received after 8:00 p.m. ET will be deemed received the following Business Day. If the Effective Entry Date falls on a non-Business Day, final settlement will occur on the next Business Day. Customer may submit a NACHA-formatted file up to the time limit in advance of the Effective Entry Date as the Services permit, or as may otherwise be permitted by Bank under the terms of this Appendix. Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the delivery of late Entries.

10.2 If the file of Entries is received other than in specified NACHA and Bank format, Customer will be required to provide Bank with a corrected file. If a corrected file of Entries is received later than 8:00 p.m. ET on the delivery date with an intended Effective Entry Date of next-Business Day, Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the processing of late Entries.

10.3 For purposes of this Appendix, Entries shall be deemed received by Bank, in the case of electronic file transmission, when the transmission is completed as set forth in Bank's Appendix for Data Transmission Services and/or the Services' Setup Form(s).

10.4 If any of the requirements of this Section 10 (or of Section 23 with respect to Same Day ACH Entries) are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

11. On-Us Entries. Except as otherwise provided herein, in the case of an Entry received for credit or debit to an account maintained by Bank (an "On-Us Entry"), Bank will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date, provided the requirements set forth herein are otherwise met. If those requirements are not met, by reason of stale or same-day Effective Entry Dates on such Entries, Bank will credit or debit the Receiver's account in the amount of such Entry on the date the Entry was received by Bank, or if the Entry was received on a non-Business Day, Bank will credit or

debit the Receiver's account in the amount of such Entry on the next Banking Day following the date the Entry was received by Bank. Bank will have the right to reject an On-Us Entry as described in Section 12, *Returned or Rejected Entries*. In the case of an On-Us Entry, Bank will have all rights of an RDFI including, without limitation, the rights set forth in *NACHA Rules*.

12. Returned or Rejected Entries.

12.1 In the event any Entry is returned or rejected by the ACH Operator or any RDFI or Intermediary Depository Financial Institution for any reason whatsoever, it shall be the responsibility of Customer to remake and resubmit such Entry or otherwise resolve the returned Entry in accordance with the *NACHA Rules*.

12.2 Bank shall remake such Entry in any case where rejection by the ACH Operator was due to mishandling of such Entry by Bank and sufficient data is available to Bank to permit it to remake such Entry. In all other instances, Bank's responsibility will be to receive rejected or returned Entries from the ACH Operator, perform necessary processing, control and settlement functions, and to forward such Entries to Customer. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

12.3 Bank may reject any Entry which does not comply with the requirements of Section 5, *Transmittal of Entries by Customer*, or Section 7, *Security Procedures*. Bank may also reject any Entry which contains a future Settlement Date that exceeds the limits set forth within the Services. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the *NACHA Rules*. Bank may reject any Entry or file if Customer has failed to comply with its Settlement Account balance obligations under Section 2, *Customer Obligations*, or Customer's Exposure Limit under Section 3, *Risk Exposure Limits*. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reasons of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank may monitor Customer's rejected or returned Entries. Bank reserves the right, in its sole and exclusive discretion, to require Customer to establish a reserve Account in the event that an excessive number of Customer's debit Entries are rejected or returned.

12.4 In accordance with *NACHA Rules*, Bank may monitor returned Entries, and in its sole discretion, may: (1) require Customer to lower its return rates, (2) invoke premium penalty fees for unauthorized or excessive return rates, and/or (3) invoke termination or suspension of the Services and/or this Appendix in conjunction with Section 31 of this Appendix.

13. Cancellation or Amendment by Customer. Customer shall have no right to cancel or amend any Entry or file after its receipt by Bank. However, if such request complies with the Security Procedures applicable to the

cancellation of data, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

14. Reversing Entries/Files. If Customer discovers that any Entry or file Customer has initiated was in error, it may use the Services to correct the Entry or file by initiating a reversal or adjustment, or Customer may notify Bank of such error and Bank will utilize reasonable efforts on behalf of Customer, consistent with the *NACHA Rules*, to correct the Entry or file by initiating a reversal or adjustment of such Entry or file. In all such cases, it shall be the responsibility of Customer to notify the affected Receiver that an Entry or file has been made which is at variance with the authorization or is otherwise erroneous. Customer indemnifies Bank against any claim by any Receiver that a reversing Entry or file requested by Customer is wrongful. Customer understands and acknowledges that certain RDFIs may not or cannot comply with such reversal and that, in such an event, Bank will debit Customer's Settlement Account in the amount of the provisional credit applied to the Settlement Account for such Entry or file.

15. Notice of Returned Entries. Bank will use reasonable efforts to notify Customer by phone or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry re-transmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, Bank shall have no obligation to re-transmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

16. Notifications of Change. Bank will use reasonable efforts to notify Customer of each Notification of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by Bank related to Entries transmitted by Customer within two (2) Business Days after receipt thereof. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC or Corrected NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

17. Pre-Notification and Rejection of Pre-Notification. Bank recommends that, as permitted by the *NACHA Rules* or applicable law, Customer send pre-notifications at least three (3) Business Days prior to initiating an authorized Entry to a particular account in a format and medium approved by the *NACHA Rules*. Customer may also initiate a new pre-notification (i) when any changes are made to an account number, financial institution, or individual identification number or (ii) as otherwise stated in the *NACHA Rules*. If Customer receives

notice that any such pre-notification has been rejected by an RDFI, Customer will not initiate any related Entry until the cause for rejection is resolved as provided in the *NACHA Rules*. If Customer receives notice that an RDFI will not receive Entries without having first received a copy of the authorization signed by its customer, Customer will not initiate any Entry to such customer(s) until it has provided the RDFI with such authorization within the time limits provided in the *NACHA Rules*. Customer understands and acknowledges that once a pre-notification has been initiated using the Services, Customer will be restricted from initiating any Entry to such customer(s) for three (3) Business Days.

18. Participant Authorization for Entries.

18.1 To the extent required by the *NACHA Rules* or applicable law, Customer will obtain all consents and written authorizations for all Entries in accordance therewith. Such authorizations and any related disclosures shall be in a form that complies with (i) all requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, as the same may be amended from time to time, including, without limitation, any applicable requirements of Regulation E, the Federal Electronic Funds Transfer Act, and sanctions enforced by OFAC. Customer shall obtain and maintain current information regarding OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or by visiting the OFAC website at www.ustreas.gov/ofac.) Each Entry will be made according to such authorization and shall comply with the *NACHA Rules*. No Entry will be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver or other party has terminated.

18.2 Customer shall retain all consents and authorizations for the period required by the *NACHA Rules*. Customer will furnish to Receiver, or to Bank upon its request, an original or a copy of an authorization as required under or for any purpose required by the *NACHA Rules*. No investigation or verification procedure undertaken by Bank shall be deemed to limit or waive Customer's obligations under this Section.

19. Re-initiation of Entries. Customer may not re-initiate Entries except as prescribed by the *NACHA Rules*.

20. Payment by Customer for Entries; Payment by Bank for Entries.

20.1 Except as may otherwise be agreed by Bank in its sole and exclusive discretion, Customer shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Appendix at such time on the date of transmittal by Bank of such credit Entry as Bank, in its discretion, may determine.

20.2 Customer shall promptly pay Bank the amount of each debit Entry returned by an RDFI pursuant to this Appendix.

20.3 Bank will pay Customer the amount of each debit Entry transmitted by Bank pursuant to this Appendix at such time on the Settlement Date with respect to such debit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date as Bank, in its discretion, may determine.

20.4 Bank will use reasonable efforts to promptly pay Customer the amount of each credit Entry returned by an RDFI that was transmitted by Bank pursuant to this Appendix.

20.5 Customer acknowledges and agrees that any failure of Customer to make payment to Bank as described in this Section may constitute an event of default under any other agreement for credit that Customer or any of Customer's Affiliates has with Bank or any Affiliate of Bank. Customer further acknowledges and agrees to execute and deliver any further documents and instruments as Bank may require to effectuate the cross-default contemplated hereby.

21. Third-Party Service Provider; Third-Party Sender Activities.

21.1 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third party to act as Customer's agent to process Entries on Customer's behalf and for purposes of the services provided hereunder ("Third-Party Service Provider"), as set forth in the Services' Setup Form(s). All data received by Bank from Third-Party Service Provider, including Entries and instructions (and corrections or adjustments thereto), are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Appendix. Customer agrees, jointly and severally with Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Third-Party Service Provider on behalf of Customer. Customer and Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Third-Party Service Provider of any services on Customer's behalf, including without limitation Bank's Third-Party Service Provider Agreement, as the same may be modified by Bank from time to time. Notice of any termination of Third-Party Service Provider's authority to transmit data and instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any Third-Party Service Provider and any Entries initiated by Customer's Third-Party Service Provider in its sole discretion.

21.2 Customer may not use the services provided hereunder to process Entries on behalf of Customer's clients (defined as a "Third-Party Sender" under the *NACHA Rules*), except where Customer has formally requested to engage in such activity in advance and where Bank has provided its prior approval, which Bank may grant or withhold in its sole and exclusive discretion. In the event Bank approves of such use, Customer shall execute such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any ACH services in the capacity of a Third-Party Sender. Customer agrees that Bank retains the right to reject any request by Customer to engage in Third-Party Sender activities as well as any Entries initiated by Customer in such capacity, in Bank's sole discretion.

22. Customer Representations and Agreements; Indemnity. In addition to Customer representations, agreements and warranties otherwise described in this Appendix, Customer further represents and warrants to Bank and agrees, with respect to each and every Entry transmitted by Customer or any Third-Party Service Provider on Customer's behalf, that:

(i) Each person shown as the Receiver of an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;

(ii) Such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein;

(iii) Entries transmitted to Bank by Customer are limited as set forth in Sections 3 and 5;

(iv) Customer shall perform its obligations under this Appendix in accordance with the laws of the United States and all other applicable laws, regulations and orders, including, but not limited to, the transaction screening and sanctions laws, regulations and orders administered by OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to the providers of ACH payment services;

(v) Customer shall be bound by and comply with the provisions of the *NACHA Rules* (among other provisions of the *NACHA Rules*) that make payments of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry;

(vi) Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount of the Entry;

(vii) with respect to each International ACH Transaction ("IAT") that Customer may be permitted by Bank to initiate, Customer shall (a) classify and format payments transmitted to or received from a financial

agency outside the U.S. as an IAT in accordance with the *NACHA Rules*, (b) provide data necessary to accompany the transaction in compliance with the Bank Secrecy Act's "Travel Rule," (c) screen the IAT prior to transmitting any file(s) of Entries to the Bank in accordance with the requirements of OFAC and comply with OFAC sanctions, and (d) otherwise comply with and be subject to all other requirements of U.S. law, the *NACHA Rules*, OFAC and FinCEN, as well as the Foreign Country Rules;

(viii) with respect to each Internet-initiated/mobile ("WEB") (as defined under the *NACHA Rules*) ACH Entry that Customer may be permitted by Bank to initiate, (a) Customer employs (1) commercially reasonable detection systems to minimize risk of fraud related to Internet-initiated payments, (2) commercially reasonable procedures to verify validity of routing numbers, (3) commercially reasonable methods of authentication to verify the identity of the Receiver, and (4) a commercially reasonable level of encryption technology, and (b) where required by the *NACHA Rules* and/or Bank, Customer conducts annual audits as to its security practices and procedures that include, at a minimum, verification of adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use and (3) network security to ensure secure capture, storage, and distribution, and will provide proof of such audits to Bank upon request;

(ix) with respect to each Telephone-Initiated ("TEL") Entry that Customer may be permitted by Bank to initiate, Customer has (a) employed commercially reasonable procedures to verify the identity of the Receiver, and (b) utilized commercially reasonable procedures to verify that routing numbers are valid;

(x) with respect to each Accounts Receivable ("ARC") Entry that Customer may be permitted by Bank to initiate, (a) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (b) Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver's source document for each ARC Entry for two (2) years from the Settlement Date of the ARC Entry, (c) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to ARC Entries, (d) Customer has established reasonable procedures under which the Receiver may notify Customer that receipt of Receiver's checks does not constitute authorization for ARC Entries to the Receiver's account and that Customer will allow the Receiver to opt-out of check conversion activity, and (e) the source document to which each ARC Entry relates may not be presented or returned such that any person will be required to make payment based on the source document unless the ARC Entry is returned;

(xi) with respect to each Back Office Conversion ("BOC") Entry that Customer may be permitted by Bank to initiate, (a) Customer has employed commercially reasonable procedures to verify the identity

of the Receiver, (b) Customer has established and maintains a working telephone number for Receiver inquiries regarding the transaction that is answered during normal business hours and that such number is displayed on the notice required by the *NACHA Rules* for BOC Entries, (c) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (d) Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver's source document for each BOC Entry for two (2) years from the Settlement Date of the BOC Entry, (e) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to BOC Entries, and (f) the source document to which each BOC Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC Entry is returned;

(xii) with respect to each Point-of-Purchase ("POP") Entry that Customer may be permitted by Bank to initiate, the source document provided to Customer for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry (a) is returned voided to the Receiver after use by Customer and (b) has not been provided to the Receiver for use in any prior POP Entry; and

(xiii) with respect to each Returned Check ("RCK") Entry that Customer may be permitted by Bank to initiate, (a) all signatures on the item are authentic and authorized, (b) the item has not been altered, (c) the item is not subject to a defense or claim, (d) the Entry accurately reflects the item, (e) the item will not be presented unless the related Entry has been returned by the RDFI, (f) the information encoded after issue in magnetic ink on the item is correct, and (g) any restrictive endorsement placed on the item is void or ineffective.

Customer shall indemnify and hold Bank harmless from any loss, liability or expense (including reasonable attorneys' fees and costs) resulting from or arising out of any breach of the foregoing warranties, representations or agreements. Customer shall also indemnify and hold Bank harmless from any claim of any person that Bank is responsible for any acts or omissions of Customer regarding any Entry received from Customer, or those of any other person related thereto, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI.

23. Same Day ACH ("SDA"). Upon the effective date of the changes to the *NACHA Rules* enabling the same-day processing of certain ACH payments (the "SDA Rule"), Customer may be permitted, in Bank's sole and exclusive discretion, to initiate SDA Entries. In the event Bank approves Customer's initiation of SDA Entries, either on a one time or other periodic basis, Customer agrees as follows:

23.1 Customer shall be solely responsible for transmitting its SDA Entries with the appropriate

intended Effective Entry Date to qualify as an SDA Entry under the *NACHA Rules*.

23.2 Customer shall only initiate individual Entries that comply with the \$25,000 or less transaction limit per SDA Entry, as large-dollar transactions (over \$25,000) are not eligible for same-day processing under the *NACHA Rules*.

23.3 Customer will not initiate an SDA Entry as an IAT, as IATs are not eligible for same-day processing under the *NACHA Rules*.

23.4 Customer will transmit its SDA Entries to Bank in accordance with Bank's SDA Entry processing deadlines, as established by Bank from time to time and disclosed to Customer.

23.5 Customer acknowledges and agrees that if Customer sends an Entry with a stale or invalid Effective Entry Date, such Entry may be deemed and processed by Bank as an SDA Entry if transmitted in accordance with Bank's SDA Entry processing deadlines.

23.6 Customer acknowledges and agrees that if any of the requirements of this Section 23 are not met, including without limitation a failure by Customer to meet Bank's or the ACH Operator's deadline for SDA, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next available processing deadline on which the ACH Operator is open for business.

23.7 Customer further acknowledges that Bank will not consider the content of the Company Descriptive Date indicator when determining Customer's intent for processing and settlement of SDA Entries.

23.8 Customer will not initiate SDA Entries that are otherwise ineligible for SDA Entry processing and settlement in accordance with the *NACHA Rules*.

23.9 Customer otherwise agrees to and will comply with all other requirements under the *NACHA Rules* and by Bank with respect to SDA Entries, including as the same may be amended from time to time.

23.10 Customer will indemnify and hold Bank harmless from any SDA Entry processing and settlement that is performed by Bank as described herein and in accordance with the *NACHA Rules*, notwithstanding Customer's intent.

23.11 Customer will indemnify and hold Bank harmless from any intended SDA Entry not meeting the ACH Operator deadline due to Customer delays, or due to Bank processing delays that are beyond Bank's reasonable control.

24. Inconsistency of Name and Account Number. Customer acknowledges and agrees that if an Entry describes a Receiver inconsistently by name and account number, then (i) payment of such Entry transmitted to an RDFI may be made by the RDFI (or by Bank for an On-Us

Entry) on the basis of the account number, even if it identifies a person different from the named Receiver and (ii) Customer's obligation to pay the amount of Entry to Bank is not excused in such circumstances. Similarly, if an Entry describes an RDFI inconsistently by name and routing number, payment of such Entry may be made based on the routing number, and Customer shall be liable to pay that Entry.

25. Banks Unable to Accept ACH Transactions. If Customer submits an Entry to Bank relating to an RDFI which is not a participant in the ACH, then (i) Bank may reject such Entry and use reasonable efforts to notify Customer of such rejection or (ii) if Bank does not reject such Entry, upon receiving a return transaction related to the Entry from the ACH Operator, Bank may offset the Settlement Account and notify Customer of such transaction.

26. Notices, Instructions, Etc.

26.1 Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

26.2 Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been provided in accordance with the provisions of the parties' Cash Management Master Agreement.

27. Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for five (5) Business Days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the *NACHA Rules* regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents and records of authorization, in accordance with the *NACHA Rules*.

28. Data Breaches.

28.1 Customer agrees that it will adopt and implement commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft, or unauthorized access to data or information ("Data Breaches"), including but not limited to, Consumer-Level ACH Data.

28.2 Customer agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions.

28.3 Customer will provide timely and accurate notification to Bank by calling 1-866-475-7262

with regard to any Data Breaches when known or reasonably suspected by Customer, including but not limited to, Data Breaches to Consumer-Level ACH Data, and will take all reasonable measures, including, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to Bank.

29. Audit. Bank has the right to periodically audit Customer's compliance with the *NACHA Rules*, U.S. law and Bank policies, including, but not limited to, this Appendix.

30. Records. All electronic or other files, Entries, Security Procedures and related records used by Bank for transactions contemplated by this Appendix shall be and remain Bank's property. Bank may, in its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

31. Termination. The parties may terminate this Appendix in accordance with the terms and conditions of the parties' Cash Management Master Agreement. In addition, if Customer breaches the *NACHA Rules* or causes Bank to breach the *NACHA Rules*, this Appendix may be terminated or suspended by Bank upon ten (10) Business Days' notice, or such shorter period as may be provided in the parties' Cash Management Master Agreement. Any termination of this Appendix shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to termination, the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations or

provisions that by the nature of their terms survive termination of this Appendix, including without limitation Sections 2, 5, 10, 12, 13, 14, 18, 20, 21, 22, 27, 32, 33 and 34.

32. Cooperation in Loss Recovery Efforts. In the event of any damages for which Customer or Bank may be liable to the other or to a third party relative to the Services, both parties shall undertake reasonable efforts to cooperate with the other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that Customer or Bank may be obligated to defend or elects to pursue against a third party.

33. Governing Law. In addition to the terms and conditions of the parties' Cash Management Master Agreement, the parties agree that if any payment order governed by this Appendix is part of a funds transfer subject to the federal Electronic Funds Transfer Act, then all actions and disputes as between Customer, or any Third-Party Service Provider acting on Customer's behalf, and Bank shall be governed by Article 4-A of the Uniform Commercial Code, as varied by this Appendix.

34. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX III

TD WIRE TRANSFER SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement, and the parties' Bank Internet System Appendix, and applies to all TD Wire Transfer Services ("Services") made available to Customer by Bank via the Bank Internet System. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the Bank Internet System Appendix, as applicable. To the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, or with the terms and conditions of the Bank Internet System Appendix, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Description of the Services.

1.1 The Services described in this Appendix provide Customer with the capability to transfer funds from specific Account(s) with Bank to other accounts (the "Recipient Account(s)") as directed via the Bank Internet System. The Recipient Account(s) may be Customer accounts or third-party accounts, and may be with Bank or with domestic or foreign third-party financial institutions. Customer may use the Services to initiate one-time wire transfers, or to create templates for wire transfers made on a repetitive basis which involve the same Customer Account and Recipient Account ("Repetitive Transfer(s)"). All wire transfers must be initiated by an Authorized Representative of Customer.

1.2 Prior to Customer's use of the Services, Customer must first agree to and transmit all instructions in accordance with all of the terms, conditions and security procedures associated with the Bank Internet System, as further set forth in the Cash Management Master Agreement, including the Bank Internet System Appendix.

2. Execution of Wire Transfers.

2.1 By submitting a wire transfer, Customer authorizes Bank to withdraw the amount of any requested wire transfer which Customer may authorize and instruct via the Bank Internet System, plus any applicable fees and charges, from Customer's designated Account. Subject to the terms of this Appendix, Bank will accept and execute a wire transfer received from Customer that has been authenticated by Bank and that is in conformity with the Security Procedure (as further described below), cut-off times and other requirements as described in this Appendix and associated Bank Setup Form(s) and other documentation.

2.2 All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank, or a similar wire transfer system used primarily for funds transfers between financial institutions. Notwithstanding the foregoing or anything to the contrary in this Appendix, Bank may use any means of transmission, funds transfer system, clearing house, intermediary or

correspondent bank that Bank reasonably selects to transfer funds from time to time.

2.3 Each wire transfer must include the following information in addition to any information which Bank may require for proper identification and security purposes: (i) Account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) currency type, (iv) Customer's address, (v) name and ABA routing number or SWIFT BIC of the payee's (i.e., beneficiary's) bank, and (vi) name, address and account number of the payee (i.e., beneficiary). In the event a wire transfer describes an account number for the payee that is in a name other than the designated payee, Bank may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

2.4 Templates created by Customer for Repetitive Transfers are the sole and exclusive responsibility of Customer. Except as otherwise expressly prohibited or limited by law, Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed a Repetitive Transfer, including without limitation, any loss due to Customer error in creating the Repetitive Transfer template.

3. Time of Execution.

3.1 Bank will execute each authenticated wire transfer that is in conformity with all security procedures, cut-off times and other requirements set forth herein. Bank may require additional authentication of any wire transfer request. Bank reserves the right to reject a wire transfer request that cannot be properly authenticated. Cut-off times may be established and changed by Bank from time to time. Instructions for wire transfers received after such cut-off times may be treated by Bank for all purposes as having been received on the following Business Day.

3.2 Except for future-dated wire transfers, domestic wire transfers (U.S.-based receivers) initiated and approved by Bank's cut-off time on a Business Day will be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank; wire transfers initiated and approved after Bank's cut-off time for domestic wire transfers will be processed the next Business Day if that day is also a Business Day for Bank's

correspondent facility and the recipient bank. Future-dated domestic wire transfers will be initiated on the effective date requested by Customer, not on the date Customer entered the transaction using the Services.

3.3 Bank may handle wire transfers received from Customer in any order convenient to Bank, regardless of the order in which they are received.

4. International Wires.

4.1 International wire transfers (non-U.S. receivers) of foreign currency initiated and approved by Bank's cut-off time for international wire transfers of foreign currency on a Business Day, and an international wire transfer of U.S. currency initiated and approved by Bank's cut-off time for international wire transfers of U.S. currency on a Business Day, will be processed within the industry standard delivery time (in most, but not all cases, two (2) Business Days). Foreign wire transfers may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information supplied by Customer.

4.2 Bank shall send Customer's authorized and authenticated wire transfers to foreign banks through any bank which is a member of Bank's correspondent network. Neither Bank nor any of Bank's correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign wire transfer by any means of transmission. Customer acknowledges that foreign currency wire transfers must be based on a currency that Bank trades and that all rates of exchange will be the rate in effect at the time of execution of the wire transfer order, or at any other rate as may be agreed to by the parties. If the financial institution designated to receive the funds does not pay the payee (beneficiary) specified in a wire transfer order that is payable in foreign currency and the funds are returned to Bank, Bank will not be liable for a sum in excess of the value of the funds after they have been converted from foreign currency to U.S. dollars at Bank's buy rate for exchange at the time the cancellation of the wire transfer order is confirmed by Bank, less any charges and expenses incurred by Bank. If Customer elects to initiate an international wire transfer in U.S. currency, Customer acknowledges that the receiving bank may elect to pay the payee (beneficiary) in foreign currency at an exchange rate determined by the receiving bank. Customer agrees to bear all risk of loss due to fluctuation in exchange rates, and Customer shall pay Bank any costs and expenses of foreign currency conversion at Bank's then-prevailing rates, terms and conditions. Customer is advised that Bank's prevailing exchange rates may be less favorable to Customer than market exchange rates.

4.3 Bank makes no guarantee or representation as to the availability of funds at the foreign destination. Bank makes no express or implied warranty as to the time or date the wire transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank, or the time or date the payee (beneficiary) will receive credit for funds.

4.4 Customer understands and acknowledges that if the named payee (beneficiary) does not match the account at the receiving bank, there is a risk the payee may not receive the wired funds. If the transfer is not received or credited in a timely manner, Bank will follow normal and customary procedures to complete the wire transfer, determine the location of the wired funds and/or return the funds to Customer. If Bank is unable to determine that the funds have been credited to the payee's account or have the funds returned, Customer assumes all financial liability or risk of loss for the amount of the wire transfer.

4.5 International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Bank has no obligation to accept any international wire transfer(s) directed to or through persons, entities or countries restricted by government regulation or prior Bank experience with particular countries. To the extent not otherwise prohibited by law, in connection with any international wire transfer(s) involving a transfer to or from any country outside of the U.S., and except as otherwise expressly prohibited or limited by law, Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed the international wire transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a payee (beneficiary).

5. Cancellation and Amendment of a Wire.

5.1 An Authorized Representative may request that Bank attempt to cancel or amend a wire transfer previously received from Customer. If a cancellation or amendment request is received by Bank before the wire transfer is executed and with sufficient time to afford Bank an opportunity to act upon Customer's request, Bank may, on its own initiative but without obligation, make a good faith effort to act upon such request. In the event Customer's cancellation or amendment request is received after execution of Customer's wire transfer request, Bank will attempt to have the wire transfer returned. Notwithstanding the foregoing, Bank shall have no liability for the failure to effect a cancellation or amendment, and Bank makes no representation or warranty regarding Bank's ability to amend or cancel a wire transfer. Except as otherwise expressly prohibited or limited by law, Customer agrees to indemnify Bank against any loss, liability or expense which Bank incurs as a result of the request to cancel or amend a wire transfer and the actions Bank takes pursuant to such request. Without limiting the foregoing, Customer agrees to be responsible for any losses arising from currency conversions effected by Bank pursuant to any foreign currency wire transfer order previously received from Customer that Customer subsequently requests be cancelled or amended.

5.2 Customer acknowledges and agrees that after a wire transfer order has been accepted by the payee's (beneficiary's) financial institution, return of such funds must be authorized by the beneficiary, and Bank has no responsibility to procure the return of such funds. If Customer asks Bank to

recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

6. Notice of Rejection or Return. Bank shall have no liability for wire transfers sent by Bank as directed by Customer which cannot be completed or which are returned due to incorrect information furnished by Customer. Customer is required to fully complete payee (beneficiary) name, and address, as the payee (beneficiary) bank may elect to return an otherwise valid wire transfer for incomplete payee (beneficiary) information. Bank may reject or impose conditions that must be satisfied before it will accept Customer's instructions for any wire transfer, in its sole discretion, including without limitation Customer's violation of this Appendix, Customer's failure to maintain a sufficient Account balance, or Bank's belief that the wire transfer may not have in fact been authorized. A wire transfer may also be rejected by an intermediary or payee (beneficiary) bank other than Bank, or by operation of law. If a wire transfer is rejected by Bank, Bank will notify Customer by telephone, by electronic means, by facsimile or by mail, depending on the method of origination. Upon rejection or return, Bank shall have no further obligation to act upon a wire transfer, nor shall Bank have any liability to Customer due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer.

7. Security Procedure.

7.1 Customer agrees that the security procedures used by Customer and set forth or incorporated by reference in this Appendix and/or associated documents, including but not limited to the Bank Internet System Appendix, are a commercially reasonable method of providing security against unauthorized wire transfers and for all other instructions from Customer to Bank (hereinafter the "Security Procedure"). Any wire transfer by Customer shall bind Customer, whether or not authorized, if transmitted in Customer's name and accepted by Bank in compliance with the Security Procedure. Customer also agrees that any election Customer may make to change or refuse the Security Procedure is at Customer's risk and that any loss resulting in whole or in part from such change or refusal will be Customer's responsibility.

7.2 Bank may, from time to time, modify the Security Procedure. Except as expressly provided otherwise in this Appendix or in the parties' Cash Management

Master Agreement, any such changes generally will be effective immediately upon notice to Customer as described in the parties' Cash Management Master Agreement. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.4 Customer hereby acknowledges that the Security Procedure is neither designed nor intended to detect errors in the content or verify the contents of a wire transfer by Customer. Accordingly, any errors contained in wire transfers from Customer shall be Customer's responsibility, and Customer shall be obligated to pay or repay (as the case may be) the amount of any such wire transfer. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.5 Customer is strictly responsible for establishing and maintaining its own procedures to safeguard against unauthorized wire transfers. Customer covenants that no employee or other individual will be allowed to initiate wire transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedure and any Access Devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank and/or Customer. If Customer believes or suspects that any such Access Devices, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Treasury Management Services Support, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period thereafter.

8. Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number. In submitting any order or related instructions, Customer shall be responsible for providing all necessary information required by Bank in conjunction with the Services. The Services are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in an unintended transfer of funds. Bank bears no responsibility and shall not be liable to Customer for any information provided by Customer in an order or related instructions that are inaccurate, incomplete or otherwise incorrect. When placing an international wire transfer order, Customer may be responsible for entering certain information provided to Customer by Bank, which may

include, but is not limited to, the applicable exchange rate and/or a contract number. Customer acknowledges and agrees that Bank will not be liable for any loss, liability or expense incurred as a result of a Customer error related to entry of such required information. Customer acknowledges and agrees that, in accordance with Article 4A of the Uniform Commercial Code, Bank shall be entitled to rely upon the numbers supplied by Customer to identify banks, payees (beneficiaries) and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by Customer. Bank and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. Customer acknowledges that payment of an order or related instructions may be made by the payee's (beneficiary's) bank on the basis of an identifying or bank account number even if it identifies a person different from the named payee (beneficiary).

9. Payment; Authorization to Charge Account. Customer agrees to pay Bank the amount of each wire transfer received from Customer on the Business Day Bank executes said wire transfer or at such other time as Bank may determine. Bank will validate that sufficient funds are available in Customer's Account prior to a wire transfer being executed. Generally, if sufficient funds are not available in Customer's Account, the wire transfer will not be executed by Bank. Bank may, without prior notice or demand, obtain payment of the amount of each wire transfer by debiting the Account designated. In the event there are not sufficient funds available in the Account, Bank also reserves the right to debit any other Account that Customer maintains with Bank.

10. Wire Confirmation; Account Reconciliation. Customer may confirm the execution of a wire transfer via the Bank Internet System. Completed wire transfers will also be reflected in Customer's periodic Account statement. Customer acknowledges and agrees that Bank is not obligated to provide Customer with a separate advice or notice for each completed wire transfer. If Customer requests that Bank provide a special notice and Bank agrees to do so, Bank reserves the right to impose a Service Fee for such notice in accordance with the Cash Management Master Agreement.

11. Service Providers. Bank may use a service provider to perform, as Bank's agent, all or any portion of Bank's obligations under this Appendix. Customer may be

required to direct wire transfers and other requests to said provider.

12. Bank Reliance; Authentication.

12.1 Bank shall be entitled to rely in good faith on communications it receives as being given or sent by an Authorized Representative and as being genuine and correct. Bank shall not be liable to Customer for the consequences of such reliance.

12.2 **BANK MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS IT MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. BANK MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK, OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO BANK. IF BANK IS UNABLE TO OBTAIN SATISFACTORY VERIFICATION, BANK, IN ITS SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER.** In no event shall Bank be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

12.3 Bank may electronically record any telephone conversations between Bank personnel and Customer with respect to the Services, in accordance with applicable law.

12.4 Wire transfer transactions are subject to all the foregoing and all regulations governing electronic transactions, including but not limited to Article 4A of the Uniform Commercial Code.

13. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX V

TD POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. In the event of inconsistency between a provision of this Appendix and the Uniform Commercial Code ("U.C.C.," as further defined below), the parties intend to modify the effect of the applicable U.C.C. provisions to the maximum extent permitted by law.

TERMS AND CONDITIONS

1. Definitions.

1.1 Statutory Definitions. Unless otherwise defined in this Appendix, words or phrases shall have the meanings set forth in the U.C.C. in effect from time to time under the laws of the State specified in the governing law provision of the parties' Cash Management Master Agreement.

1.2 Definitions.

"*Authorized Account*" means the Account(s) of Customer, maintained at Bank, to which the Services described herein will apply.

"*Available Funds*" means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Board Regulation CC and Bank's applicable funds availability schedule and policies.

"*Check Issue File*" means a record describing checks drawn by Customer on an Authorized Account and provided by Customer to Bank in accordance with Section 2.2.

"*Exception Check*" means a Presented Check or a Systematic Override Check (described in Section 2.2.2 below) that does not match data included in a Check Issue File.

"*Exception Check Report*" means a record describing Exception Checks which is provided by Bank to Customer in accordance with Section 2.3.

"*Pay Decision(s)*" means the instructions of Customer to Bank instructing Bank to pay an Exception Check.

"*Presented Check*" means a check, substitute check, or electronically-presented check drawn on an Authorized Account and presented to Bank for payment through the check collection system or over-the-counter at one of Bank's branch teller stations.

"*Return Decision(s)*" means the instructions of Customer to Bank instructing Bank not to pay an Exception Check.

"*U.C.C.*" means the Uniform Commercial Code as in effect under the laws of the State specified in the parties' Cash Management Master Agreement, as it may be amended from time to time.

2. Services.

2.1 Description.

2.1.1 The Services described in this Appendix will provide Customer with a means to either affirmatively approve the payment of a particular check upon presentment or to object to its payment. Customer acknowledges that the Services have been identified by Bank as reducing the risk of fraudulent items being paid against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer agrees and acknowledges that Customer may significantly reduce the possibility that fraudulent items will post to Customer's Account(s).

2.1.2 Customer acknowledges and agrees that the Services apply only to magnetic ink character recognition (MICR) encoded paper checks and documents. Therefore, the Services and this Appendix shall not apply to any electronic funds transfer (EFT), Automated Clearing House (ACH) transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Appendix shall have no effect with respect to any such transactions on Bank or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

2.2 Check Issue File.

2.2.1 Customer shall submit a Check Issue File to Bank. The Check Issue File shall accurately state the check number and the exact amount of each check drawn on each Authorized Account since the last Check Issue File was submitted (and the payee name, if Customer elects to receive payee verification services

described below). Each Check Issue File shall also identify any checks that have been cancelled by Customer prior to issuance.

2.2.2 Payee Verification Services.

If Customer elects to receive payee verification services in conjunction with the Services, the following additional terms shall also apply. Bank's payee verification services require the payee name to match against Customer's Check Issue File at a minimum threshold or matching score. The payee name in the Check Issue File will be electronically compared to the payee name on Presented Checks. Other information related to the payee name may also be electronically compared as part of the automated verification process to establish a matching score. Such comparisons that result in a minimum threshold or matching score will be deemed to be a matching check. Customer is responsible for complying with the payee verification services' check specifications as specified by Bank from time to time in order to ensure the highest level of performance from the payee verification services. If Customer is unable or unwilling to comply with the payee verification services' check specifications as specified by Bank, Bank may, in its sole and exclusive discretion: (a) terminate or suspend Customer's use of the payee verification services as provided in the Cash Management Master Agreement, or (b) at Customer's request, reconfigure the software associated with the payee verification services to systematically process Presented Checks in reliance solely on the payee name provided by Customer to Bank in the Check Issue File and without regard to any other information related to the payee name that may appear on the Presented Checks (hereinafter "Systematic Override Checks"). Any Presented Check or Systematic Override Check that does not result in a minimum threshold or matching score shall be deemed an Exception Check and reported as such in accordance with the terms of this Appendix. Except as may otherwise be provided in this Appendix and in the Cash Management Master Agreement, Bank shall have no liability for Systematic Override Checks.

2.2.3 Customer shall send the Check Issue File to Bank in the format and medium, by the deadline(s), at scheduled day(s), at the place(s) specified by Bank and agreed to by Customer, as set forth in Services' Setup Form(s). The deadline for transmissions of the Check Issue File to Bank shall be set forth in the Services' Setup Form(s).

2.3 Payment of Presented Checks and Reporting of Exception Checks.

2.3.1 Bank shall compare each Presented Check by check number, check amount and payee name (if Customer elects to receive payee verification services) against each Check Issue File received by Bank. Bank may satisfy its obligation hereunder by comparing check number, amount and payee name (if applicable) set forth in Substitute Checks, checks presented over-the-counter at one of Bank's teller stations and/or electronic presentment of checks. On each Business Day, Bank:

(a) may pay and charge to the Authorized Account each Presented Check that matches, by

check number, amount and payee name (if applicable), a check shown in any Check Issue File;

(b) may pay and charge to the Authorized Account all Systematic Override Checks that match, by check number, amount and payee name (if applicable and as described herein), a check shown on any Check Issue File; and

(c) shall provide to Customer an Exception Check Report that indicates whether Bank has received any Exception Checks and, if so, provide the image of the Exception Check(s) by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System. Customer must provide check payment approval or return instructions to Bank on each Exception Check reported by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System ("Pay or Return Decisions").

2.3.2 Bank shall not pay any Presented Check for which Bank has received from Customer a stop payment request consistent with the terms and conditions of the parties' eTreasury Services Appendix or the Account Agreement.

2.4 Payment and Dishonor of Exception Checks.

Except as provided in Section 2.4.4 below, Bank will pay or return Exception Checks in accordance with Customer's Pay or Return Decisions.

2.4.1 **Pay Decisions.** Bank shall finally pay and charge to the Authorized Account, to the extent there are sufficient Available Funds in the Authorized Account, any Exception Check that Customer directs Bank to pay.

2.4.2 **Return Requests.** Bank shall return to the depository bank any Exception Check drawn on an Authorized Account that Customer directs Bank to return.

2.4.3 **Default Options.** If Customer fails to provide Pay or Return Decisions to Bank in accordance with these requirements, Exception Checks will be handled in accordance with the default option as set forth in the Services' Setup Form(s) for each Authorized Account, in accordance with the following:

(a) **Return Default.** Where Customer has agreed to the return default option, Bank shall return to the depository bank any Exception Check drawn on that Authorized Account.

(b) **Pay Default.** Where Customer has agreed to the pay default option, Bank may finally pay and charge to the Authorized Account any Exception Check drawn on that Authorized Account.

2.4.4 Checks Presented for Payment at Bank Teller Stations.

2.4.4.1 Notwithstanding anything in this Appendix to the contrary, Bank may, in its sole and absolute discretion, return to the person presenting

a check drawn on an Authorized Account for payment over-the-counter at one of Bank's teller stations any such check that does not appear on a Check Issue File (i.e., an Exception Check). Customer acknowledges and agrees that Bank shall have no obligation to inform Customer that any such check has been presented for payment at a Bank teller station. Bank shall have no liability to Customer for wrongful dishonor with respect to any such check.

2.4.4.2 If a check drawn on an Authorized Account is presented for payment over-the-counter during such time the Bank is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond the control of Bank, then, notwithstanding any other provision of this Appendix, Customer authorizes Bank to pay the Presented Check, even if the Presented Check is an Exception Check. Additionally, Bank shall have no obligation to notify Customer of any such Presented Check.

2.5 Customer and Bank Communications.

2.5.1 Customer or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Appendix (e.g., the revision of Check Issue Files, Exception Check Reports, Pay Decisions, Return Decisions). The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.

2.5.2 Bank shall use only Check Issue Files that comply with Section 2.2 and have not been revoked in accordance with Section 2.5.1 in the preparation of Exception Check Reports under this Appendix.

2.5.3 Customer shall use only Exception Check Reports that comply with Section 2.3 and have not been revoked in accordance with Section 2.5.1 in the preparation of Pay Decisions and Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a deadline, or at a place not permitted under this Appendix and Services' Setup Form(s), but may instead treat such a Pay Decision or Return Decision in accordance with the default option agreed to by Customer in the Services' Setup Form(s).

2.5.4 Bank is not responsible for detecting any Customer error contained in any Check Issue File, Pay Decision or Return Decision sent by Customer to Bank.

2.6 **Submission of Data Prior to Implementation of Services.** Customer shall submit to Bank a current, reconciled list of all outstanding checks issued on each Authorized Account one (1) week prior to the implementation of the Services hereunder. Depending on the frequency with which Customer issues checks, Bank reserves the right to require Customer to submit one or

more additional such lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Services.

3. Remedies.

3.1 **U.C.C. Liability.** To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Appendix, except as modified below. To the extent permitted by U.C.C. Articles 3 and 4, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

3.2 **Wrongful Honor.** It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check Report unless: (i) Customer issued a Pay Decision, or (ii) Customer agreed to the pay default option and did not issue a Return Decision by the deadline set forth in the Services' Setup Form(s). In the event that there is wrongful honor, the following shall apply:

3.2.1 Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid Exception Check or Customer's actual damages resulting from Bank's payment of the Exception Check.

3.2.2 Bank expressly waives any right it may have to assert that Customer is liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under U.C.C. Section 4-401.

3.2.3 Bank retains the right to assert Customer's failure to exercise reasonable care under U.C.C. Sections 3-406 and 4-406.

3.2.4 Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank's honor of the Exception Check discharged for value an indebtedness of Customer.

3.3 **Wrongful Dishonor.** Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check: (i) that Bank has been ordered to pay pursuant to a Pay Decision, or (ii) for which Customer has not issued a Return Decision under the pay default option by the deadline set forth in the Services' Setup Form(s).

3.3.1 Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under U.C.C. Articles 3 and 4.

3.3.2 Notwithstanding Section 3.3.1, Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Check:

(a) that it reasonably believed was not properly payable; or

(b) if there are insufficient Available Funds on deposit in the Authorized Account; or

(c) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

3.4 Rightful Payment and Dishonor. Except as provided in Section 3.5, the following shall apply:

3.4.1 If Bank honors an Exception Check in accordance with the pay default option agreed to by Customer or in accordance with a Pay Decision issued by Customer, such honor shall be rightful, and Customer waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. section 4-401.

3.4.2 If Bank dishonors an Exception Check in accordance with the return default option agreed to by Customer or in accordance with a Return Decision issued by Customer, the dishonor shall be rightful, and Customer waives any right it may have to assert that the dishonor was wrongful under the U.C.C. section 4-402.

3.4.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of this Appendix.

3.5 Faulty Information. Subject to the terms and conditions of the Cash Management Master Agreement, Bank shall be liable for losses, other than incidental or consequential damages, proximately caused by its honor of a check that was not properly payable, or its dishonor of a check that was properly payable, if the honor or dishonor occurred because Bank, in accordance with the provisions of Section 2 of this Appendix:

(a) should have shown the check on an Exception Check Report but failed to do so due to Bank error, unless Bank provided Customer with timely information that disclosed the error; or

(b) showed the check on an Exception Check Report but referenced the wrong check number due to Bank

error, unless Bank provided Customer with timely information that disclosed the error.

3.6 Assignment. To the extent that Customer suffers a loss under this Appendix, Bank assigns to Customer any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. Sections 4-207, 4-208, and 4-209.

4. Stop Payment and Return Decisions. The Services will not be used as a substitute for Bank's stop payment services. Customer will follow Bank's standard stop payment procedures if it desires to return a check that matches the data included in a Check Issue File or other check that was validly issued. Nothing in this Appendix will limit Customer's right to stop payment on any check that matches the data included in a Check Issue File or other check, or Bank's right to return any check that matches the data included in a Check Issue File or other check that Customer has authorized Bank to pay in accordance with this Appendix if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected or Available Funds in the Authorized Account to pay it.

5. Governing Law. Except where expressly required by contrary provisions of the U.C.C., any claim, controversy or dispute arising under or related to this Appendix shall be governed by and interpreted in accordance with the governing law provision of the parties' Cash Management Master Agreement.

6. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the parties' Cash Management Master Agreement is terminated. In the event of termination, all sums owed to Bank hereunder shall be immediately due and payable.



APPENDIX VIII

TD DIGITAL EXPRESS SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Digital Express Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. **Services.** The Services provide Customer with an Internet-based system designed to expedite check depositing services by enabling Customer to use check conversion technology to submit to Bank, for deposit to Customer's Account(s), electronic check images and associated information ("Check Images") in lieu of the original checks from which such Check Images were obtained. These Services are provided in accordance with the *Check Clearing for the 21st Century Act* ("Check 21").

2. Hardware Requirements.

2.1 In order to use the Services, Customer must utilize certain Bank-approved image/scanner hardware (the "Hardware"). Customer must either (a) have or obtain the Hardware, as approved by Bank ("Customer Hardware"), or (b) utilize Hardware provided by Bank ("Bank Hardware"). Customer must also have a Computer as outlined in the Cash Management Master Agreement, as Bank may specify and approve from time to time.

2.2 If Customer elects option (a), Customer Hardware, Customer is solely responsible for the purchase, maintenance, performance and adequacy of Customer Hardware. Bank makes no representations or warranties concerning, and has no responsibility or liability for, Customer Hardware or its use with the Services. Bank shall have no liability or responsibility whatsoever for errors, including but not limited to processing or transmission errors, resulting from any Check Images transmitted by Customer using Customer Hardware.

2.3 If Customer elects option (b), Bank Hardware, Customer agrees as follows:

(i) Bank will retain ownership of Bank Hardware provided by Bank for use with the Services.

(ii) Customer will not use Bank Hardware in connection with any remote check deposit service offered by any other financial institution other than Bank.

(iii) Customer acknowledges that Bank did not manufacture Bank Hardware and has provided the same to Customer on an "AS IS" basis, and warrants only that, upon delivery, Bank Hardware will

conform to Bank's then current applicable standards for use of the Services. Bank Hardware is provided to Customer with a standard manufacturer's warranty. Customer shall thereafter be responsible for purchasing any and all additional manufacturer warranty period(s) beyond the standard warranty, as may be made available by the manufacturer, for complying with all manufacturer recommendations for preventive maintenance, or for repairing or replacing Bank Hardware.

(iv) Customer shall bear the entire risk of loss, theft, damage or destruction of Bank Hardware from the date of receipt until return shipment to a Bank branch or shipped postage-paid to Bank. Such loss, damage or destruction of Bank Hardware shall not relieve Customer of the obligation to make payments or to comply with any other obligation under this Appendix.

(v) Upon termination of this Appendix by either party for any reason, Customer shall return Bank Hardware in the same condition as when originally provided to Customer, except for ordinary wear and tear resulting from proper use. Bank Hardware shall be packed for proper return shipment to such place as Bank shall specify. In the event Bank Hardware has not been returned within fifteen (15) Business Days of termination of this Appendix, Customer shall make payment to Bank in an amount equivalent to the depreciated value for Bank Hardware. Where agreed to by Bank in its sole discretion, Customer may purchase Bank Hardware from Bank, subject to the terms and conditions of Bank's bill of sale or similar agreement.

3. Check Images; Image Replacement Documents.

3.1 Customer may use the Services to deposit original paper checks using the Hardware to scan, capture and submit Check Images to Bank through the Services' Internet site ("Services Site"). Eligible items for deposit include original checks that Customer has received for payment or deposit, and obligations of financial institutions (travelers' checks, cashier checks, official checks, and money orders).

3.1.1 The following check types are *not eligible* for use with and may not be processed using the Services:

(i) Checks drawn on banking institutions outside the U.S. or in currencies other than U.S. Dollars;

- (ii) Irregular checks (e.g., where the numerical and written amounts are different);
- (iii) Previously-returned checks;
- (iv) Checks payable to or in cash;
- (v) Checks exceeding any Customer transaction or file limits as Bank may establish from time to time; and
- (vi) Checks that are postdated or more than six (6) months old.

3.1.2 The following check types are *restricted* for use with and may only be processed using the Services with prior approval by Bank (as further described below):

- (i) Checks payable to a third party (rather than to Customer) (hereinafter "Third Party Checks"); and
- (ii) Remotely-created checks (or remotely created payment orders deposited into or cleared through the check clearing system) (hereinafter, collectively referred to simply as "remotely-created checks" unless otherwise expressly specified).

Notwithstanding the foregoing, under no circumstances may Customer use the Services to deposit any check types that Customer is banned or prohibited from using or accepting under applicable law, including, by way of example only, the use or acceptance by sellers and telemarketers of remotely created payment orders (which include remotely-created checks) as defined and described in the Federal Trade Commission's Telemarketing Sales Rule.

3.2 Third Party Checks. Customer shall request approval from Bank prior to any use of the Services to process Third Party Checks, which permission Bank may grant or refuse in its sole and exclusive discretion. Such use of the Services and the scope of permitted Third Party Checks may be limited or restricted by Bank in its sole and exclusive discretion, including without limitation to those Third Party Checks that have been properly endorsed over to Customer as further described below.

3.2.1 If approved to use the Services to process Third Party Checks, Customer shall make the following additional representations and warranties upon each delivery to Bank of an Electronic File (as defined below) containing Third Party Checks:

- (i) All endorsement(s) on the original Third Party Checks are legible, genuine and accurate;

Customer has instituted procedures to ensure that each original Third Party Check was authorized by the drawer in the amount stated on the original Third Party Check and to the payee(s) stated on the original Third Party Check;

Each Third Party Check contains all endorsements applied by the prior payee(s) stated on the original Third Party Check and has been properly endorsed by such payee(s) for payment over to Customer;

Customer is authorized to enforce each Third Party Check

that is transmitted to Bank using the Services, and Customer is authorized to obtain payment of and each Third Party Check is properly payable to and enforceable by Customer;

Consistent with the terms of this Appendix as well as the Account Agreement, if a Third Party Check is returned, Customer owes Bank the amount of the Third Party Check, regardless of when the Third Party Check is returned. Bank may withdraw funds from Customer's Account to pay the amount owed to Bank, and if there are insufficient funds in Customer's Account, Customer will owe the remaining balance; and

Except where otherwise provided, all other provisions of this Appendix shall apply to Third Party Checks and to Customer's use of the Services in conjunction with Third Party Checks.

3.3 Remotely-Created Checks. A remotely-created check, unlike a typical check or draft, is not created by the paying or drawer bank and does not contain the signature of the account-holder (or a signature purporting to be the signature of the account-holder). In place of a signature, the check generally has a statement that the account-holder authorized the check or has the account-holder's name typed or printed on the signature line. Customer shall request approval from Bank prior to any use of the Services to process remotely-created checks, which permission Bank may grant or refuse in its sole and exclusive discretion. Such use of the Services and the scope of permitted remotely-created checks may be limited or restricted by Bank in its sole and exclusive discretion, and/or by applicable law.

3.3.1 If approved to use the Services to process remotely-created checks, Customer shall be deemed to make the following additional representations and warranties upon each delivery to Bank of an Electronic File containing remotely-created checks:

- (i) Customer has received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;

- (ii) Customer will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply Bank with such proof, if Bank requests it, within five (5) Business Days of the request; and

(iii) Consistent with the terms of this Appendix as well as the Account Agreement, if a remotely-created check is returned, Customer owes Bank the amount of the check, regardless of when the check is returned. Bank may withdraw funds from Customer's Account to pay the amount owed to Bank, and if there are insufficient funds in Customer's Account, Customer will owe the remaining balance.

- (iv) All other provisions of this Appendix shall apply to remotely-created checks and to Customer's use of the Services in conjunction with remotely-created checks.

3.3.2 Customer agrees to operate in accordance with applicable laws and regulations regarding remotely-created checks, including but not limited to, Regulation CC and applicable warranties, the Uniform Commercial Code and applicable warranties, the Bank Secrecy Act, USA Patriot Act, and the Federal Trade Commission Telemarketing Sales Rule, as the same may be amended from time to time. Without limiting the foregoing, Customer represents, warrants and covenants that it will not use the Services to deposit any check types that Customer is banned or prohibited from using or accepting under applicable law.

3.4 If at any time Bank believes that Customer's use of the Services to deposit Third Party Checks and/or remotely-created checks may create a risk of financial loss or otherwise result in unacceptable exposure to Bank, including but not limited to unacceptable rates of returned items, or may be subject to or otherwise involve irregular, unauthorized, fraudulent or illegal activity, Bank may, at its sole discretion, immediately and without prior notice to Customer, suspend or terminate Customer's use of the Services, and/or Customer's use in conjunction with Third Party Checks and/or remotely-created checks, in addition to but not in lieu of all other rights and remedies available to Bank under this Appendix and the Agreement.

3.5 Customer shall enter check information into the Services Site, imaging the front and the back of each paper check and capturing the information contained in the MICR line of the paper check. Customer shall review each Check Image for clarity to ensure that the item is legible and can be reproduced as an Image Replacement Document ("IRD(s)" or "Substitute Check(s)"). Using the Services, an electronic file will be created ("Electronic File") that contains electronic information relating to and converted from the paper checks that have otherwise been truncated or removed from the forward collection and payment process (each an "Electronic Item"). To ensure accuracy, Customer shall balance the dollar total of each deposit to the sum of the Electronic Items prior to transmitting the Electronic File to Bank.

3.6 Customer authorizes and agrees that Bank may, in conjunction with and via the Services, add the image of an endorsement, an electronic endorsement or a "virtual endorsement" for Customer to the Check Image of any check or item deposited under the terms of this Appendix, and that such endorsement shall be legally enforceable against Customer even though the endorsement did not appear and was not placed on the original paper check or item. In the event Bank does supply a virtual or similar endorsement, Bank may instruct Customer not to otherwise endorse the check or item so as to minimize any conflict with the legibility of the virtual endorsement.

3.7 Customer shall determine that the Electronic File has been received based on the confirmation page of the Services Site. Bank will indicate acceptance of the transactions and any transactions rejected by the Services on the Services Site. Customer shall process any rejected transactions as paper checks through the normal paper check deposit process.

3.8 Customer shall enter the dollar amount of a paper check(s), along with any other optional information that Customer would like retained by the Services Site. The Services Site provides for reports and exporting of the information that has been entered.

3.9 Bank shall electronically deliver to Customer, through the Services Site, a confirmation of receipt for each deposit submitted, and the deposit shall be considered received by Bank when such confirmation is delivered to Customer. Deposits received via the Service by 9:00 p.m. Eastern Time on any Business Day or at any time on any Calendar Day that is not a Business Day will be posted to Customer's Account on the same Business Day, with next Business Day availability of deposits based on Bank's Account Agreement. Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after delivery of confirmation of receipt.

3.10 Customer acknowledges and agrees that in the event any deposited item converted to a Check Image is returned for any reason (for example, non-sufficient funds), Bank may return the item to Customer by delivery of either a Substitute Check or the Check Image, including all return information. Return items will be handled in the same manner as check deposits in accordance with the Account Agreement.

4. Customer Responsibilities and Obligations.

4.1 Customer represents, warrants and covenants that after truncation of an original check, Customer shall safeguard the Electronic Items and original checks identified in any Electronic File previously sent to Bank in order to ensure that such original checks and Electronic Items: (i) shall not be submitted for deposit with Bank or any other financial institution, except in accordance with the terms and conditions of this Appendix related to un-processable Electronic Items and (ii) shall not be transferred for value to any other person or other entity. As an additional security control, Customer shall ensure that the front of each original check is properly marked with wording or other marking in order to reflect that the deposit has been sent for processing.

4.2 Upon receipt of any transmitted Electronic File, Bank shall be the lawful owner of such Electronic File and each Electronic Item with respect to original checks imaged in that Electronic File. Customer shall retain all original checks truncated pursuant to this Appendix for a period of thirty (30) Calendar Days in a manner that is mutually agreed upon between the parties hereto. However, for accounting, auditing and other legal purposes, Customer may keep electronic records regarding its receipt and deposit of such checks, provided such internal electronic records cannot be used to generate duplicate Electronic Files for purposes of depositing and presenting such checks for payment.

4.3 Customer shall deliver promptly to Bank, upon its request, the original check if a request is made within the retention period provided above, or

Substitute Check or Sufficient Copy thereof, for each Electronic Item created by Customer. The term "Sufficient Copy" means a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was truncated or is otherwise sufficient to determine whether or not a claim is valid.

4.4 Customer shall not create at any time an Electronic File under this Appendix or otherwise use the Services to capture or maintain tax identification numbers or non-public personal information of any third-party from whom Customer has received an original check for payment or deposit or which Customer has selected for truncation.

4.5 Customer agrees to abide by all federal and state laws, and rules and regulations applicable to banking transactions.

4.6 If Bank receives a returned item for a check deposited by Customer after Customer has terminated this Appendix, then Customer agrees that Bank may debit Customer's Account, or if such Account has been closed by Customer, Bank will send a request for payment to Customer, and Customer agrees to pay Bank within a commercially reasonable period of time.

4.7 Customer agrees to have controls in place to ensure that the Services, including the Hardware and checks processed through the Hardware, are properly safeguarded and stored in accordance with the timeframe set forth in Section 4.2 above and in a secure location, under effective control, in order to safeguard against unauthorized access and use. Customer shall ensure that all such checks are thereafter destroyed by a cross-shredder, and/or pulped or otherwise destroyed in such a manner that does not permit recovery, reconstruction or future use of the checks. Customer agrees that it will not simply throw out such paper checks with other classes of records or with miscellaneous trash. Customer agrees to be responsible for all damages resulting from lack of proper controls over processed checks.

4.8 Customer shall notify Bank of any interruptions in, delay or unavailability of, or errors caused by the Services immediately upon discovery thereof. Notwithstanding the foregoing, in the case of any error caused by the Services and subject to Section 11 of the parties' Cash Management Master Agreement, Customer shall provide such notice within thirty (30) Calendar Days of the date of the earliest notice to Customer which reflects the error. Failure of Customer to provide such notice to Bank shall relieve Bank of any liability or responsibility for such error, omission or discrepancy.

5. Customer Warranties, Covenants. Customer makes the following representations, warranties and covenants as of the effective date of this Appendix and upon each delivery of an Electronic File to Bank:

5.1 An Electronic File may include an electronic representation of a Substitute Check. Customer shall redeposit a returned original check or a returned Electronic Item by delivering the same to any Bank branch location. A returned original check or returned Electronic

Item may not be re-submitted by Customer using the Services. Customer may only use the Services to re-submit an IRD or Substitute Check that has been returned to Customer for non-sufficient funds.

5.2 With respect to each Electronic Item in any Electronic File delivered to Bank, the Electronic Item accurately represents all of the information on the front and back of the original check as of the time that the original check was created by the payor; contains all required and valid endorsements; replicates the MICR line of the original check; and meets all FRB standards of and technical requirements for sending Electronic Items to any as set forth in the applicable FRB operating circular, or as established by the American National Standards Institute ("ANSI") or any other regulatory agency, clearing house or association. Specifically, each Electronic Item of each original check shall be of such quality that the following information can clearly be read and understood by sight review of such Electronic Item:

- (i) the amount of the check;
- (ii) the payee of the check;
- (iii) the signature of the payor of the check;
- (iv) the date of the check;
- (v) the check number;
- (vi) the information identifying the payor and the paying bank that is preprinted on the check, including the MICR line; and
- (vii) all other information placed on the original check prior to the time an image of the original check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

5.3 Customer shall also ensure that the following information is captured from the MICR line of each original check:

- (i) the American Bankers Association routing transit number ("RTN");
- (ii) the number of the account on which the check is drawn;
- (iii) when encoded, the amount of the check; and
- (iv) when encoded, the auxiliary on-us field (serial number) and the process control field of the check.

5.4 The Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the original check, as Substitute Check, or another paper or electronic representation of such original check or Substitute Check) for transfer, forward collection or return.

5.5 Customer is entitled to enforce the original check, or Customer is authorized to obtain payment of the original check on behalf of a person who is either entitled to enforce the original check or is authorized

to obtain payment on behalf of a person entitled to enforce the original check.

5.6 Customer will submit financial and/or other additional information to Bank upon request in order for Bank to establish or amend Customer's deposit and file limits as further described in Section 6 and as established by Bank and communicated to Customer, or to otherwise monitor or audit Customer's use of the Services and compliance with this Appendix. Customer will also notify Bank of any change in transaction volumes or financial condition that may have an effect on this Appendix or Customer's use of the Services.

5.7 Customer shall also request permission from Bank in advance of any change in locations at which the Services are used or change in the physical location or address of any Hardware from its original Bank-approved location or address, which permission Bank may grant or refuse in its sole and exclusive discretion. In addition to but not in lieu of the foregoing, Customer shall request advance permission from Bank prior to using the Services and/or any Hardware outside the continental United States and/or outside of those states (including the District of Columbia) in which Bank operates from time to time. Bank may grant or decline such request in its sole and exclusive discretion and in consideration of applicable law.

5.8 Both Customer and the clients with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes.

5.9 None of Customer's transactions to be processed by Bank are prohibited by any applicable law, regulation, order, rule or judgment.

5.10 Customer Electronic Files will not contain viruses that originate from Customer's Computer, in accordance with the requirements of Section 7 of the Cash Management Master Agreement.

5.11 None of Customer's employees are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organizations" as defined by the United States Office of Foreign Assets Control.

5.12 Customer is responsible for implementing operational controls and risk-monitoring processes, as well as conducting periodic self-assessments of the security of the Services and its processes and practices with regard to use of the Services.

6. **Deposit and File Limits.** Customer's use of the Services is limited as more particularly described in the Services' Setup Form(s), and as the parties may otherwise agree from time to time. Such limits may include but are not limited to, e.g., maximum total daily dollar amounts; maximum per item dollar amounts; maximum percentage of monthly transactions returned; and maximum number of items to be deposited per day.

7. Administrator(s) and Authorized Users.

7.1 Customer may designate Administrator(s) relative to the Services, as set forth in the Services' Setup Form(s). Customer is solely responsible for designating its Administrator(s). Customer agrees to provide Bank, upon Bank's request, with any certificate or documentation that is acceptable to Bank specifying the name of the person who is authorized to be designated as Administrator(s) from time to time.

7.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility an Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrator(s) and Authorized Users of the Services through the issuance of passwords. The Administrator(s) may add, change or terminate Customer's Authorized Users from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services.

7.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply.

7.4 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, Customer must notify the Administrator immediately, and the Administrator is solely responsible for de-activating such Authorized User's password. Whenever an Administrator leaves Customer's employ or Customer otherwise revoke an Administrator's authority to access or use the Services, Customer remains fully responsible for all use of the passwords and the Services.

8. Security Procedures.

8.1 Upon successful enrollment, Customer can access the Services via the Services Site, or any website that Bank may designate from time to time, using the security procedures as described from time to time. Bank will provide Customer with an organizational or User ID that is the electronic identification, in letters and numerals, assigned to Customer by Bank that will be used for log-in by Customer's Administrator(s) and Authorized User(s). Bank will also provide the Administrator(s) initially designated by Customer with an initial individual password to gain access to the Services. The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes, as prompted by the Services Site, or more frequently.

8.2 Customer acknowledges that Administrator(s) will, and Customer authorizes Administrator(s) to, select other Administrators and Authorized Users by issuing to any person an individual password. Customer further acknowledges that

Administrator(s) may, and Customer authorizes Administrator(s) to, change or de-activate the individual password and/or any individual password from time to time and in his or her sole discretion.

8.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, a multi-factor authentication security procedure at log-in for Customer, including Administrator(s) and Authorized Users. This additional security procedure involves an additional access code and Computer registration that is in addition to User ID and individual password security (hereinafter "Enhanced Log-in Security").

8.4 Bank does recommend as a commercially reasonable security procedure that Customer implement dual control of the Services, whereby one Authorized User creates, edits, cancels, deletes and restores an Electronic File, and a second different Authorized User reviews the Electronic File prior to it being released.

8.5 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Bank immediately if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

8.6 The Access Devices identify and authenticate Customer (including Administrator(s) and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any transaction, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity. If this Appendix is terminated, Customer's access to the Services will be immediately terminated.

8.7 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer's use of the Services are a commercially reasonable method for the purpose of verifying whether any transaction, transfer or other use of the Services was initiated by Customer. Customer agrees to be responsible for any transmission Bank receives through the Services that is processed by Bank in accordance with the security procedures, even if such transmission is not authorized by Customer, including any fraudulent transmission by Customer's employees or agents. Customer agrees that any election Customer may make to change or waive any optional security procedures recommended by Bank is at Customer's risk and that any loss resulting in

whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a transaction, transfer or any other use of the Services.

8.8 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a transaction, transfer or other use of the Services has been or may be made with any Access Devices without Customer's permission, Customer must contact its Administrator. Customer also agrees to provide Bank with immediate notice of any actual or suspected breach in the security of or other unauthorized access to the Services through use of Customer's Computer. Such notice shall include a description of the incident in general terms; a description of the type of information or data related thereto that was the subject of unauthorized access or use; a description of what Customer has done to protect the information or data from further unauthorized access; and a telephone number or other contact information so that Bank can call for further information or inquiry. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Devices.

9. Limitation of Liability. In addition to but not in lieu of the limitations of liability and related provisions contained in the parties' Cash Management Master Agreement, Bank shall have no liability for any error or delay in performing the Services and shall have no liability for not affecting a Check Image, if:

- (i) Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- (ii) The ownership of funds involving a Check Image or Customer's authorized representative's authority to transmit a Check Image is in question;
- (iii) Bank suspects a breach of the security procedures;
- (iv) Bank suspects that Customer's Account has been used for illegal or fraudulent purposes; or
- (v) Bank reasonably believes that a Check Image is prohibited by federal law or regulation, or otherwise so provided in the Appendix.

Further, Bank will not be liable to Customer for any unauthorized actions or fraud initiated or caused by Customer or its employees or agents. Bank will also be excused from failing to transmit or delay in transmitting a Check Image if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

10. Audit Rights and Site Visits; Internal Controls. Bank, its accountants, auditors or agents shall have the right to conduct site visits of Customer, as well as review, inspect and audit, at Bank's expense and with reasonable notice, and at any time as Bank may in good

faith deem necessary or reasonable during or after the term of this Appendix, Customer's compliance with the terms of this Appendix, including but not limited to Customer's use of the Services, its Computer and security infrastructure, and the books and records of Customer related to: (i) Customer's activities hereunder and/or (ii) conformance with Customer's obligations hereunder. In addition, Bank reserves the right, in its sole and exclusive discretion, to require Customer to implement additional internal controls at Customer location(s) where use of the Services occurs and to request information from Customer relative to Customer's security infrastructure. Any review, inspection or audit to be performed by or for Bank pursuant to this Section 10 shall be conducted only during normal business hours, using reasonable care not to cause damage and not to interrupt the normal business operations of Customer.

11. Survival. The provisions of Section 9, as well as Customer's obligation to produce the original of, or a Sufficient Copy of, any item accepted within any deposit upon Bank's request in accordance with Section 4 hereof, and Customer's liability for breach of any representation and/or warranty made in Sections 3, 4 and 5 hereof shall survive termination of this Appendix and/or the Cash Management Master Agreement.

12. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX IX

TD ACCOUNT RECONCILEMENT SERVICES - FULL

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Account Reconciliation Services – Full (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix will assist Customer in reconciling and managing the check and deposit activity in Customer's designated checking Account(s) ("Authorized Accounts"). Use of the Services does not affect any of Customer's obligations, which are described in the Account Agreement, to discover and report unauthorized or missing signatures and endorsements, or alterations on checks drawn on Customer's Accounts.

2. Submission of Data.

2.1 Customer shall have its checks prepared in accordance with Bank specifications, and will supply Bank with twenty-five (25) voided checks to be used for testing. The checks will be tested to ensure the paper stock is of a minimum weight and is encoded with Bank's ABA (routing and transit) number, account number and check number to ensure the readability of the MICR line on Bank's equipment.

2.2 Customer shall send a file to Bank containing information regarding checks that have been issued by Customer ("Check Issue File") in the format and medium, by the scheduled day(s) and to the place(s) specified by Bank and agreed to by Customer as set forth in the Services' Setup Form(s). The Check Issue File shall include check issue date, check issue amount, payee, stop payments, and voided or cancelled checks, if applicable.

2.3 Prior to implementation of the Services, Customer shall submit to Bank a current, reconciled list of all outstanding checks issued on each Authorized Account one (1) week prior to the implementation of the Services hereunder. Depending on the frequency with which Customer issues checks, Bank reserves the right to require Customer to submit one or more additional lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Services hereunder.

2.4 Customer will send to Bank a test file in the format and medium as identified in the Services'

Setup Form(s) to ensure the readability of the Check Issue File on Bank's equipment.

2.5 Customer agrees to receive its paid check data ("Paid Check Data") from Bank in the specified format and medium, on the scheduled day(s) and at the place(s) specified by Bank and as set forth in the Services' Setup Form(s).

2.6 Prior to receiving a file from Bank containing Customer's Paid Check Data, Customer will be provided with a test file by Bank to ensure the readability of the Paid Check Data, on Customer's equipment. Customer agrees to report any test file failures.

2.7 Bank shall compare each of Customer's paid checks by check number and amount against each Check Issue File received by Bank. Bank does not, and shall not be obligated to, compare any other data (such as payee names) on a presented check with a Check Issue File, even if a Check Issue File contains such other data. Bank may satisfy its obligation hereunder by comparing check numbers and amounts received in Substitute Checks (as defined in the Cash Management Master Agreement) and/or via electronic presentment of checks.

3. Statement of Transactions. Within five (5) Business Days following the scheduled date for reconciliation, as set forth in the Services' Setup Form(s), or receipt of the final Check Issue File for the current reconciliation period as set forth in the Services' Setup Form(s), Bank will provide a fully reconciled report including a listing in check number sequence of all outstanding paid, issued, voided, stopped and cancelled items from the statement schedule. Customer shall review the listing and report any errors as set forth in the Cash Management Master Agreement between Bank and Customer. Customer's use of the Services or Bank's receipt of information associated with the Services does not increase Bank's duties or obligations with respect to Customer's Accounts.

4. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. Bank's liability under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including,

without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until

termination or such time as a different or amended Full Reconciliation Services Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

Remainder of page intentionally left blank.



APPENDIX XIII

TD ZERO BALANCE ACCOUNT SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Zero Balance Account Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix permit Customer to maintain a zero or other pre-selected target balance in certain secondary or sub-accounts that are associated with a primary commercial checking account, all as further described below.

1.1 Customer will designate a primary checking Account (the "ZBA Parent Account"), and one or more secondary Accounts (the "ZBA Sub-Accounts") to be associated with the Services, as set forth in the Services' Setup Form(s).

1.2 Through the Services, Customer authorizes Bank to transfer funds between the ZBA Parent Account and ZBA Sub-Accounts in order to bring the respective balances of the ZBA Sub-Account(s) to the pre-selected target balance(s), as set forth in the Services' Setup Form(s).

1.3 Customer may select a target balance for each Sub-Account in the amount of \$0 or a pre-defined collected or ledger balance amount.

1.4 After posting all debits and credits to the ZBA Sub-Accounts each Business Day, each ZBA Sub-Account's balance in excess of the target balance, including both collected and uncollected balances, will be transferred automatically to the ZBA Parent Account, unless Customer elects to transfer collected balances only.

1.5 In the event that, after posting of all debits and credits to the ZBA Sub-Accounts each Business Day, the balance in any ZBA Sub-Account is less than the target balance, sufficient funds from the ZBA Parent Account will, to the extent available, be transferred to the ZBA Sub-Account to reach the target balance.

1.6 Bank is under no obligation to transfer funds to any one or more ZBA Sub-Accounts to the extent

that such transfer(s) would cause an overdraft of collected balances in the ZBA Parent Account. Bank may, in its sole discretion, determine the priority in which funds from the ZBA Parent Account are applied to ZBA Sub-Account(s).

1.7 Customer agrees that Bank is not acting as a fiduciary with respect to funds in either the ZBA Parent Account or in any ZBA Sub-Account.

1.8 If any of the ZBA Sub-Accounts are owned by an Affiliate of Customer, then: (1) Customer represents and warrants it has all necessary power and authority to transfer funds into and out of such ZBA Sub-Account(s), and (2) Customer will indemnify Bank from any claim by any owner(s) of such ZBA Sub-Account(s) or any third party with respect to a transfer into or out of such ZBA Sub-Account(s).

2. Termination; Effectiveness.

2.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and associated Services shall automatically and immediately terminate if the ZBA Parent Account and/or the ZBA Sub-Account(s) are closed.

2.2 Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX XXI

TD DATA TRANSMISSION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to TD Data Transmission Services made available to Customer by Bank or Bank's third-party service provider. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. **Services.** The Data Transmission Services (the "Services") provide Customer with the ability to exchange information files with Bank's (or its third-party service provider's) information systems for a variety of needs and functions. This Service allows Customer to send and/or receive its Bank files using File Transfer Protocol ("FTP"), Hypertext Transfer Protocol Secure ("Secure Web"), Secure File Transfer Protocol ("SFTP"), SWIFT Transmission, or via such other method as the parties may agree upon from time to time, as may be set forth in a Services' Setup Form(s), and as further described below.

2. FTP Transmission.

2.1 This method of data transmission permits Customer to deliver and/or receive encrypted files to a Bank-maintained FTP server. Bank will create a drop-box directory on the server where Customer may upload and deliver data files. To send data to Bank, Customer will either push the data files to Bank's directory, or Customer will give Bank a unique user name, password and Customer service address, and Bank will deliver the file. For data Bank sends Customer, Customer will pull the data files from its outbound directory on the server.

2.2 The technical requirements for FTP over the Internet include an Internet connection, FTP client capabilities, and Pretty Good Privacy ("PGP") or equivalent software for file encryption and decryption.

2.3 Files for transmission by FTP must be encrypted using PGP Version 4.0 or higher. PGP provides encryption technology including encryption, decryption, key management, encrypted email, digital signatures, key generation, certified keys and key revocation. Bank will generate a public key/private key pair for Customer. The public part of the key will be sent to Customer via Customer's assigned mailbox on Bank's transmission platform. The private part of the key will be securely kept within Bank. Customer will also generate a key pair for files that it sends to Bank. The public part of this key pair will be sent to Bank, also via the mailbox, while only Customer will know the private key.

2.4 To begin transmission by FTP, Bank will establish Customer's access to Bank's FTP server. Bank will provide Customer with the domain name required for the FTP connection. Customer will be provided a User ID and password that is unique to Customer and will be required each time Customer wishes to connect to Bank's transmission platform to send or receive files. PGP public keys for encryption will be exchanged. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via FTP transmission.

3. Secure Web Transmission.

3.1 This method of data transmission permits Customer to deliver and/or receive files using an Internet connection, User ID and password. Bank will provide Customer with the domain name of a website that will display a web page with Customer's root directory. Customer can upload data files to this directory by clicking the Browse button and selecting the file from Customer's local network. Data files sent by Bank will be displayed in Customer's outbound directory and may be downloaded by Customer to its local network.

3.2 The technical requirements for Secure Web include an Internet connection and browser supporting 128-bit Secure Sockets Layer ("SSL") encryption.

3.3 Files for transmission through Secure Web are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via Secure Web.

4. Secure FTP (SFTP) Transmission.

4.1 This method of data transmission permits Customer to deliver to and/or receive files from a Bank-maintained SFTP server. Files transfers through SFTP communications are encrypted using Secure Shell ("SSH"). SSH is an open protocol for securing data communication across computer networks providing a secure channel for data transmission. The encryption used by SSH is intended to provide confidentiality and integrity of data over an unsecured network, such as the Internet. SSH uses public-key cryptography to authenticate the remote computer and allow the remote computer to authenticate the user, if necessary.

4.2 Customer has the option to push files to Bank's SFTP server or have Bank pull Customer's files. For Customer push, Bank will create a drop-box directory on the SFTP server and provide Customer with a user name, password, and URL/domain name. Customer must provide an external IP address of the location sending files so that Customer's IP address can be added to access control lists within Bank's firewalls. For Bank to pull Customer's files, Bank will need a user name, password, URL/domain name, and directory from Customer so that Bank can pull files from Customer's SFTP servers. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms prior to Customer's use of the Services.

4.3 Customer also has the option for Bank to push Customer files (recommended by Bank) or Customer can pull the files from Bank's SFTP server. For Bank to push Customer's file, Bank needs Customer's URL/domain name, unique user name, password, and directory. For Customer to pull files from Bank's SFTP server, Customer must provide the external IP address of the location pulling the files so that Customer's IP address can be added to access control lists within Bank's firewalls. If Customer chooses to pull files from Bank's SFTP server, then files must be PGP encrypted, since files will reside on an SFTP server within Bank's DMZ. Bank will need Customer's public PGP key so that Bank can encrypt files. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing (if necessary) on transmitted files prior to Customer's use of the Services.

4.4 Customer will need an FTP client capable of using the SSH protocol. If Customer decides to pull files from Bank, Customer will need an application/utility capable of creating a PGP key pair and decrypting PGP files.

5. Secure Software.

5.1 This method of data transmission involves the use of a Java®-based program that serves as a secure access channel through which information may be exchanged between Customer's Computer and Bank. This software is provided by Bank and must be installed on a Customer's Computer or network. Secure Software facilitates the secure transfer of files both to and from Customer's network location.

5.2 The technical requirements for Secure Software include an Internet connection.

5.3 Files for transmission through Secure Software are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Services via Secure Software.

6. SWIFT Transmission.

6.1 This method of transmission provides Customer with the ability to use Society of Worldwide Interbank Financial Telecommunications operating as S.W.I.F.T. SCRL, Limited Liability Cooperative Society ("SWIFT") messaging services as described in this Section to engage in certain electronic communications with Bank (hereinafter the "SWIFT Services"). With the SWIFT Services, Customer may: (1) transmit certain SWIFT messages and documents to Bank and receive certain SWIFT messages and documents from Bank and other financial institutions, using SWIFT FIN and/or SWIFTNet FileAct, the latter of which is a file transfer service that allows the transmission of messages and documents over the SWIFT network in all formats agreed upon by Bank, and (2) transmit and receive SWIFT Instructions (as further described below) from Bank and other financial institutions in connection with certain Cash Management Services as agreed by the parties from time to time. Bank is a participating depository financial institution in SWIFT.

6.2 SWIFT Rules. The "SWIFT Rules" are the documents and other publications as amended by SWIFT from time to time that Customer may access at www.swift.com, whether in paper or electronic format, providing specific terms and conditions and other details relating to the provision and use of the SWIFT Services, including without limitation the SWIFT Contractual Arrangements; the SWIFT General Terms and Conditions; the SWIFT Service Bureau Policy and the SWIFT Data Retrieval Policy; the SWIFT MA-CUG, SCORE and TRCO Service Descriptions and any other SWIFT Service Descriptions applicable to the SWIFT Services; and the SWIFT On-line Support Service information. This Appendix, the SWIFT Services provided hereunder and the rights and obligations of the parties hereto shall be subject to the SWIFT Rules, as they may be amended from time to time. The parties agree to comply with the SWIFT Rules and to be aware of and comply with changes or updates to the SWIFT Rules.

6.3 SWIFT Instructions.

6.3.1 Bank may honor and act upon any authenticated SWIFT message, communication or instruction, including any Payment Order (hereinafter a "SWIFT Instruction") received in Customer's name or under any SWIFT Business Identifier Code (BIC) that: (1)

is unique to Customer, (2) is owned by a parent company or other affiliate of Customer, or (3) is owned by an unrelated third party and/or that is otherwise operating by agreement with Customer as Customer's agent for purposes of Customer's use of the SWIFT Services. Each such BIC(s) shall be identified by or through Customer in the Services' Setup Form(s) (hereinafter, collectively, "Customer's BIC(s)"). Customer acknowledges that the Services' Setup Form(s) shall also set out the key features and requirements that shall apply to Customer's use of the SWIFT Services, which may include but are not limited to the following:

i. the SWIFT messaging services to be used to transmit SWIFT Instructions to Bank (e.g., SWIFT FIN and/or SWIFTNet FileAct);

ii. the SWIFT message types and file formats that are supported by Bank under the SWIFT Services, including the types of Payment Orders that Customer may transmit;

iii. the technical parameters associated with and required for SWIFTNet FileAct (e.g., file transfer mode options and file transfer fields, etc.);

iv. the type of information that Bank shall provide in conjunction with any SWIFT message sent by Bank to Customer within the SWIFT Services, including any account status or other information made available by Bank;

v. the Customer Account(s) to be used in connection with the SWIFT Services; and

vi. the SWIFT access model (e.g., SCORE, MA-CUG, etc.) and connectivity (e.g., direct access, Alliance Lite, member, service bureau, etc.) associated with Customer's use of the SWIFT Services.

6.3.2 SWIFT Instructions made in accordance with this Appendix and the SWIFT Rules shall be deemed to have been given by an individual authorized to act on behalf of Customer. Bank will act in reliance on the accuracy and completeness of the SWIFT Instruction received by Bank in Customer's name or via Customer's BIC(s). Customer shall ensure that any SWIFT Instruction sent to Bank fully and accurately reflects the advice, request, instruction or communication intended to be provided to Bank by Customer and is duly authorized. Customer irrevocably authorizes Bank to (a) treat as accurate, authentic and properly authorized, rely upon and implement any SWIFT Instruction received by Bank which originates (or appears to originate) from Customer (including, in the case of a Payment Order, debiting the Account as specified in the SWIFT Instruction), and (b) to process each such SWIFT Instruction as described in this Section 6.

6.3.3 Notwithstanding the foregoing, Bank is not obligated to act on a SWIFT Instruction or treat a SWIFT Instruction as accurate, authentic or authorized, if:

- the SWIFT Instruction does not meet the requirements of the SWIFT Rules or otherwise appears not to have been

prepared or sent in accordance with this Section;

- Bank considers that the execution of that SWIFT Instruction may place Bank in breach of any law or regulation; or
- Bank reasonably suspects that the SWIFT Instruction received by Bank (a) may not fully and accurately reflect an advice, request, instruction or communication that Customer intended to give to Bank; or (b) may not have been given in accordance with Customer's authorization procedures.

Except to the extent prevented by applicable law or regulation, Bank shall notify Customer if, under this Section 6.3, it does not act on a SWIFT Instruction.

6.4 Secure Communications Channel.

6.4.1 SWIFT offers SWIFT messaging services as a secure communications channel. SWIFT has established procedures and requirements for controlling access to SWIFT messaging services (each, an "Access Control") that may include, without limitation, access codes, message authentication codes, secure card readers, digital signatures, and hardware security modules. In addition, SWIFT authenticates certain messages based on SWIFT message type prior to accepting them for routing as SWIFT Instructions (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT Instructions between them as SWIFT requires from time to time (each, an "Authentication Procedure"). Collectively, the Access Controls and Authentication Procedures shall be referred to herein as the "SWIFT Security Procedures."

6.4.2 Bank and Customer rely on SWIFT's Access Controls and, in the case of an Authenticated Message, the Authentication Procedures, if any, that SWIFT requires to secure the transmission of Customer's SWIFT Instructions. Bank does not undertake and will have no obligation to Customer to separately authenticate any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, whether or not Customer actually issued the SWIFT Instruction. Bank may, at Bank's sole election and option, contact Customer with respect to any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, but Bank's election to contact Customer with respect to one or more SWIFT Instructions will not obligate Bank to contact Customer with respect to subsequent SWIFT Instructions that Bank receives in Customer's name or under Customer's BIC.

6.5 Customer Representations and Warranties. Customer represents and warrants with respect to itself and the Customer's BIC(s) identified by or through Customer in the Services' Setup Form(s) that it:

- is registered with SWIFT as either a "Member Administered Closed User Group" and/or "Closed User Group" and/or "SCORE (Standardized Corporate Environment)" member;
- is in compliance with applicable SWIFT Rules;
- is not in violation of any federal, state or local laws with respect to the SWIFT Services;
- is a duly incorporated and validly existing legal entity;
- is in good standing financially and in compliance with all laws and regulations applicable to Customer; and
- is subject to regular audits in accordance with internationally recognized accounting standards by independent auditors.

6.6 Third-Party Service Providers; Third Party-Service Provider Activities.

6.6.1 Customer may appoint a third party, whether a SWIFT registered user/member, SWIFT authorized service bureau or other third party, to send or receive SWIFT Instructions, perform other functions and/or otherwise act as Customer's agent for purposes of the SWIFT Services provided hereunder (a "Third-Party Service Provider"), as shall be set forth in the Services' Setup Form(s). In such event, Customer agrees that the Third-Party Service Provider shall have all the powers of Customer in relation to the SWIFT Services. Customer unconditionally authorizes Bank to deal directly with the Third-Party Service Provider in connection with all matters relating to the SWIFT Services, including, without limitation, the receiving and sending of SWIFT Instructions (including Payment Orders), and any testing to be completed with respect to the SWIFT Services. All SWIFT Instructions received by Bank from Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Appendix. For the avoidance of doubt, Customer shall ensure the Third-Party Service Provider complies with the relevant provisions of this Appendix. Notice of any termination of Third-Party Service Provider's authority to receive and send SWIFT Instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Notwithstanding the foregoing, Customer agrees that Bank retains the right to reject any such Third-Party Service Provider and thus any associated SWIFT Instructions initiated by Customer's Third-Party Service Provider in Bank's sole discretion.

6.6.2 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use the SWIFT Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, as well as on Customer's own behalf. Customer shall provide an appropriate letter of authority and/or execute any such other agreement(s) or

documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of the SWIFT Services in the capacity of a third-party service provider. Customer agrees that Bank retains the right to reject any request by Customer to engage in such activities as well as any SWIFT Instructions by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the SWIFT Services as a third-party service provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and engage in SWIFT Instructions with respect to its Accounts through use of the SWIFT Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" herein will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the SWIFT Services;

(c) all of the provisions set forth herein will apply to the Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to the SWIFT Services is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the SWIFT Services; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank hereunder as they relate to Customer's use of the SWIFT Services for itself as well as each such Customer client. Customer agrees to notify Bank immediately if Customer's authority with respect to Customer's client(s) is revoked or changed.

6.7 Customer Direction and Indemnity.

6.7.1 In the event that the BIC(s) identified by or through Customer in the Services' Setup Form(s) are owned by a parent company or other affiliate of Customer, or are owned by an unrelated third party and/or such third party is otherwise operating by agreement with Customer as Customer's Third-Party Service Provider for purposes of the SWIFT Services, Bank is prepared to act on a SWIFT Instruction from Customer's SWIFT BIC(s) only upon receipt of the indemnity provided in this Section 6. This indemnity shall be in addition to and not in lieu of an additional indemnity provided by Customer in the Cash Management Master Agreement.

6.7.2 Bank is authorized to accept and honor any files and/or SWIFT Instructions sent from any of Customer's SWIFT BIC(s) without making any inquiry as to the validity or sufficiency of the SWIFT Instructions and to consider the SWIFT Instructions of like

force and effect as written orders made in accordance with the signing authorities held by Bank from time to time for the operation of Customer's Account(s) with Bank.

6.7.3 Without limiting the scope of Section 6.7.2, Bank is authorized to disclose information about Customer, its Accounts and banking relationship with Bank, including any changes to such information, in response to and as directed in the SWIFT Instructions as required to process the same.

6.7.4 Bank shall not be liable for any loss or damage incurred by Customer, or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s), unless due to the gross negligence or willful misconduct of Bank. Notwithstanding the foregoing, in no event shall Bank be liable for any indirect, special or consequential damages incurred by Customer or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions.

6.7.5 Customer hereby agrees to indemnify and hold Bank harmless from and against any losses, liabilities, claims, damages, fees, or expenses whatsoever that Bank may suffer, incur or be under or that may be brought against Bank, pursuant to, in connection with, or in any way related to Bank acting upon, delaying in acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s).

6.8 Termination of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, the SWIFT Services shall terminate automatically in the event that:

- either party loses user status as defined in the SWIFT General Terms and Conditions of the By-laws;
- SWIFT has ceased to provide, and not resumed providing, any of the SWIFT messaging services;
- SWIFT, in exercise of its rights under the SWIFT Rules, has required either party to terminate the SWIFT Services; or
- Bank has ceased to provide the Cash Management Services.

6.9 Suspension of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, either party may suspend the use of the SWIFT Services for such period(s) as it considers appropriate in its absolute discretion by notice to the other party if: (a) suspension is necessary for the purposes of (routine or emergency) maintenance; (b) for security or technical reasons, including a suspension of the SWIFT messaging services by SWIFT, use of the SWIFT messaging services is impossible or cannot be achieved without unreasonable cost to Bank or Customer; (c) suspension is required by SWIFT or the SWIFT Rules; or (d) suspension is necessary to avoid or reduce any material damage or disadvantage to either party.

7. Security Procedures.

7.1 Customer agrees that the security procedures set forth or incorporated by reference in this Appendix (including without limitation the SWIFT Security Procedures), the Cash Management Master Agreement and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s), are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank (hereinafter collectively the "Security Procedures"). Any transmission by Customer shall be deemed authorized if transmitted in accordance with the Security Procedures. Bank may, from time to time, modify the Security Procedures. Such modifications shall become effective upon receipt of notice by Customer or such later date as may be stated in the Bank's notice to Customer. If Customer fails to object to such change, it shall be deemed to agree to such change.

7.2 With respect to SWIFT in particular, Customer further acknowledges that the SWIFT Security Procedures are the only security procedures offered for SWIFT Instructions that Customer transmits through the SWIFT Services. Customer has solely determined that the SWIFT Security Procedures best meet Customer's requirements with regard to the size, type and frequency of the SWIFT Instructions issued by Customer to Bank using the SWIFT Services and that the SWIFT Security Procedures are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank. Customer acknowledges that it is bound by the terms and conditions of each SWIFT Instruction, including any request to cancel or amend a SWIFT Instruction, whether or not authorized by Customer, that Bank receives in Customer's name or under Customer's BIC(s) through the SWIFT Services and in accordance with the SWIFT Security Procedures.

7.3 Nothing in this Appendix shall be deemed a representation or warranty by Bank that FTP, Secure Web, SFTP or SWIFT communications are secure. Rather, after review of the alternatives, Customer has selected a communication method that it believes best suits its needs.

7.4 Bank and/or SWIFT (as applicable) may, from time to time, propose different, additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank and/or SWIFT believes immediate action is required for the security of Bank, SWIFT or Customer funds or data, Bank and/or SWIFT may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.5 Customer hereby acknowledges that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of a transmission between the parties. Accordingly, any errors contained in a transmission from Customer shall be Customer's responsibility. Except as otherwise expressly provided in the parties' Cash Management Master Agreement or other Appendix between the parties, no security procedure

for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.6 Customer is strictly responsible for establishing and maintaining procedures to safeguard against, detect and mitigate unauthorized access to or interception of transmissions. Customer covenants that no employee or other individual under Customer's control will be allowed to initiate transmissions in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank, SWIFT and/or Customer. If Customer believes or suspects that any such password, code, security device, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation as provided in the Services' Setup Form(s).

7.7 Customer shall retain data files for five (5) Business Days following the date of their transmittal by Customer as provided herein, and shall provide such data files to Bank upon request.

8. **Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to Data Transmission Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the parties' Cash Management Master Agreement is terminated.

Remainder of page intentionally left blank.



APPENDIX XXII

TD ACH POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Automated Clearing House ("ACH") Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the *NACHA Rules* (as defined below). Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Definitions.

"*Authorized Account*" means Customer's Account(s) designated by Customer and maintained at Bank to which the Services will apply.

"*ACH Entry*" means an order or request for the transfer of money to an Authorized Account (a "Debit Entry"), and/or an order or request for the withdrawal of money from an Authorized Account (a "Credit Entry"), as also defined in the *NACHA Rules*.

"*ACH Authorizations*" means Customer's written instructions and authorization criteria provided to Bank in conjunction with the set-up and implementation of the Services, including the Services' Setup Form(s) and/or via a separate ACH block and filter agreement with Bank (hereinafter the "Filter Agreement"), and/or otherwise in accordance with the Services as described in this Appendix, which either prohibits all ACH Entries or permits only the posting of specified ACH Entries to an Authorized Account.

"*Exception Entry*" means an ACH Entry (excluding ARC, BOC, POP, RCK, or XCK SEC Codes) that does not meet Customer's ACH Authorizations previously provided to Bank (and may also be referred to within the Services as a "Rejected" Entry), and that is therefore scheduled to be returned to the Originator of the ACH Entry.

"*NACHA Rules*" means the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines*, which govern the ACH system.

"*Pay Decision(s)*" means Customer's confirmation instruction to Bank to pay/post an Exception Entry.

"*Return Decision(s)*" means Customer's confirmation instruction to Bank to not pay/post an Exception Entry but to instead return the ACH Entry to the Originator.

"*Return Default Disposition*" means the Services' automatic default disposition of all ACH Entries that do not meet Customer's ACH Authorizations, whereby all such ACH Entries are scheduled to be returned to the Originator of the ACH Entry.

2. Services.

2.1 The Services described in this Appendix will provide Customer with a means to: (1) review ACH Entries received on a particular Customer Account that are scheduled to be returned to the Originator as an Exception Entry in accordance with Customer's ACH Authorizations and the Return Default Disposition; and (2) confirm the return of the Exception Entry through a Return Decision, or to override the Return Default Disposition and instruct Bank to pay/post the Exception Entry to Customer's Account through a Pay Decision.

2.2 Customer acknowledges that the Services have been identified by Bank as a service that can reduce the risk of fraudulent ACH Entries being posted against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer acknowledges and agrees that it may significantly reduce the chance that fraudulent ACH Entries will post to Customer's Account(s) by electronically matching incoming ACH transactions to ACH Authorizations.

3. Customer Authorizations.

3.1 Customer will designate Authorized Account(s) to be used with the Services via the Services' Setup Form(s).

3.2 As applicable, Customer shall begin use of the Services with either: (a) any ACH Authorizations initially submitted by Customer to Bank and then established by Bank on Customer's behalf in conjunction with the set-up and implementation of the Services, or (b) any existing ACH Authorizations on Customer's Authorized Account(s) that have been established via a Filter Agreement. Customer may add to or modify those initial or existing ACH Authorizations from time to time as set forth herein. Customer shall be responsible for the accuracy and completeness of all information provided to

Bank both through the use of the Services and via the Services' Setup Form(s).

3.3 Customer may submit additional ACH Authorizations, make changes to initial or existing ACH Authorizations, or delete initial or existing ACH Authorizations related to the Authorized Account(s) online via the Services' module of the Bank Internet System. Such changes shall become effective on the next Business Day following the day on which the changes were made by Customer. Each Business Day, Bank will provide an updated list of successfully processed ACH Authorizations to Customer via the Services. In the event Customer submits a change or addition to the ACH Authorizations that is incomplete, contains an error or that cannot otherwise be processed by Bank, Bank will use commercially reasonable efforts to notify Customer on the next Business Day that the associated ACH Authorization(s) has been rejected. Until such time as Customer reviews and corrects it, the rejected ACH Authorization(s) will not appear on the updated list of successfully processed ACH Authorizations that Customer receives.

3.4 In the event Customer fails to fully and accurately populate or complete all requested fields associated with the ACH Authorizations, the following will also apply:

(a) If Customer does not insert a specified maximum dollar amount, then no maximum dollar amount shall apply with respect to the applicable ACH Entry(ies) or transaction(s) subject to the ACH Authorization(s).

(b) If Customer does not insert a specified expiration date, then no expiration date shall apply to the applicable ACH Entry(ies) or transaction(s) subject to the ACH Authorization(s).

4. Processing of ACH Entries and Reporting of Exception Entries. Bank will electronically compare each ACH Entry presented to Bank for settlement against Customer's Authorized Account(s) on a Business Day (including those presented by other depository institutions, ACH Operators or by Bank) with Customer's ACH Authorizations. In accordance with that review, on each Business Day, Bank will:

(a) allow incoming ACH Entries that match Customer's ACH Authorizations to post to Customer's Authorized Account(s); and

(b) treat as Exception Entries all incoming ACH Entries that do not match Customer's ACH Authorizations and will provide to Customer, through the Bank Internet System, a listing of all Exception Entries that are otherwise scheduled for Return Default Disposition. Customer must monitor, review and issue a Pay Decision or Return Decision on each Exception Entry reported through the Bank Internet System by the pre-established deadline set forth within the Services. Customer may also set up alerts to be sent to Customer by a pre-established time each Business Day advising Customer whether or not there are any Exception Entries to be reviewed that Business Day.

5. Payment and Dishonor of Exception Entries.

5.1 Customer may choose to confirm the Return Default Disposition of individual Exception Entries presented via the Services by providing a Return Decision to Bank by the pre-established deadline set forth within the Services, in which case such Exception Entries will be automatically returned to the Originator.

5.2 Customer may choose to override the Return Default Disposition of individual Exception Entries presented via the Services by providing a Pay Decision to Bank by the pre-established deadline set forth within the Services, in which case such Exception Entries will be paid/posted to Customer's Authorized Account(s) at the end of the current Business Day.

5.3 Customer may choose not to or may otherwise fail to review and provide a Pay Decision or a Return Decision for any Exception Entries by the pre-established deadline, in which case the Return Default Disposition will apply and all such Exception Entries will be automatically returned to the Originator.

6. Customer and Bank Communications.

6.1 Customer shall use the Services' module of the Bank Internet System to report all Pay Decisions or Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a pre-established deadline, or at a place not permitted under this Appendix or the Services' Setup Form(s), and may instead treat any such communication from Customer as a Return Decision or otherwise apply the Return Default Disposition to such communication.

6.2 Bank is not responsible for detecting any Customer error contained in any ACH Entries presented, decisioned, returned or processed, or in any Pay Decision or Return Decision by Customer.

6.3 In the event that Bank is unable to provide Customer with a listing of Exception Entries through the Bank Internet System for Customer's Pay Decision or Return Decision as described in Section 4, the Return Default Disposition shall apply in accordance with Customer's previously established ACH Authorizations.

6.4 Customer's ACH Authorizations hereunder will be accepted by Bank subject to the condition that ACH transactions have not already been posted or are not otherwise in the process of posting, and that Bank will have a reasonable opportunity to act on Customer's ACH Authorizations before any such processing.

6.5 Bank shall have a reasonable time after receipt of Customer's request to implement the Services and shall not assume responsibility for stopping ACH transactions that have already been posted to Customer's Account(s).

6.6 Bank shall be bound only to exercise ordinary care in attempting to post or return ACH Entries as described in this Appendix.

7. Remedies.

7.1 **Bank Liability.** To the extent permitted by applicable law, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

7.2 **Wrongful Payment/Posting.** It shall constitute wrongful payment/posting by Bank if Bank pays/posts an Exception Entry for which Customer has provided a Return Decision by the pre-established deadline set forth within the Services and otherwise in accordance with the other terms of this Appendix. In the event that there is wrongful payment/posting, Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid/posted Exception Entry or Customer's actual damages resulting from Bank's posting of the Exception Entry, subject to the terms of the parties' Cash Management Master Agreement.

7.3 Rightful Payment and Return.

7.3.1 If Bank honors an Exception Entry in accordance with a Pay Decision by Customer as described in Section 5.2, such payment/posting shall be rightful, and Customer waives any right it may have to assert otherwise.

7.3.2 If Bank returns an Exception Entry in accordance with a Return Decision by Customer as described in Section 5.1, or otherwise pursuant to a Return Default Disposition as described in this Appendix, the return shall be rightful, and Customer waives any right it may have to assert otherwise.

7.3.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays/posts or returns an Exception Entry consistent with the provisions of this Appendix.

8. Other Terms of the Services.

8.1 Customer acknowledges that the Services do not preclude Bank's standard ACH processing procedures or the application of the *NACHA Rules*, which may cause an ACH Entry to be dishonored even if Customer's instructions do not otherwise require Bank to return such ACH Entry.

8.2 Customer acknowledges that the Services do not apply to transactions between Customer and Bank, including any Bank affiliates and subsidiaries, such as loan or credit card payments ("Bank-Related Entries"). Bank is permitted to pay Bank-Related Entries whether or not Customer has included these in Customer's ACH Authorizations as reflected in this Appendix and until such time as Customer's authorization with respect to the underlying Bank-Related Entries is revoked or otherwise terminated.

8.3 Customer acknowledges that the Services are intended to be used to identify and return ACH Entries which Customer suspects in good faith are fraudulent, unauthorized or otherwise unwarranted. The Services are NOT intended to be a substitute for authorization instructions or to delay Customer's decision on ACH Entries, including but not limited to stop payment orders on ACH Entries which are not suspected in good faith to be unauthorized. If Bank suspects or deems, in Bank's sole discretion, that Customer is using the Services contrary to those intentions, Bank may require Customer to provide evidence that ACH Entries that Bank returns pursuant to Customer's instructions were in fact unauthorized. In addition, Bank may hold Customer liable for losses that Bank sustains on ACH Entries which Bank is requested to return under the Services and which Customer does not reasonably establish as unauthorized ACH Entries, including as under the *NACHA Rules*.

9. Termination; Effectiveness.

9.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and the associated Services shall automatically terminate in the event the underlying Authorized Account(s) are closed. In the event of termination of this Appendix and the associated Services, Customer's ACH Authorizations in effect as of the date of termination will remain in effect with respect to Customer's Authorized Accounts, and all ACH Entries will thereafter be processed in accordance with such ACH Authorizations.

9.2 Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services, except for any existing ACH Authorizations currently on record with regard to the Authorized Account(s) as of the date of this Appendix.

Remainder of page intentionally left blank.



**ATTACHMENT TO
APPENDIX II – ACH ORIGINATION SERVICES AND
APPENDIX XVIII – ACH THIRD PARTY SENDER SERVICES**

ACH CREDIT PRE-FUNDING / DELAYED DEBIT SETTLEMENT

Customer: VILLAGE OF NORTH PALM BEACH

Effective Date of Attachment: August 9, 2018

Date of ACH Origination Appendix: August 9, 2018

This Attachment supplements either (a) Appendix II - Automated Clearing House Origination Services or (b) Appendix XVIII – Automated Clearing House Third Party Sender Services, which has been entered into by the parties (hereinafter, the “Appendix”), and applies to all Automated Clearing House Services made available by Bank to Customer. All capitalized terms used herein without definition shall have the meanings given to them in the Appendix.

By signing this Attachment, Customer agrees to be bound by the terms and conditions of this Attachment. This Attachment becomes effective when this Attachment has been executed without modification by Customer. Bank will provide use of features described in this Attachment when Customer has satisfactorily completed Bank’s implementation, testing and training requirements, if any, in connection with the use of these features. Customer may not modify any portion of this Attachment without Bank’s prior written consent and agreement, and any attempt by Customer to do otherwise shall render Customer’s Attachment null and void.

Notwithstanding anything to the contrary contained in the applicable Appendix, the following terms and conditions shall apply to the applicable Appendix:

TERMS AND CONDITIONS

1. **Settlement of Credit Entries (applicable if box checked).**

1.1 Bank requires, as a condition of initiating any ACH credit Entry, that Customer irrevocably provides available funds in the Settlement Account for the total amount of all ACH credit Entries submitted to Bank for processing, in accordance with the selection below (hereinafter, Customer’s “Funding Obligation”):

1.2 Customer shall satisfy its Funding Obligation by irrevocably providing available funds in the Settlement Account for the total amount of all credit Entries submitted to Bank prior to Customer’s submission of the credit Entries. Bank will place a hold on funds in the Settlement Account equal to the total amount of the ACH credit Entries on the Business Day that Bank begins processing Customer’s ACH file, and Customer’s Settlement Account will be debited at the end of the Business Day, simultaneously with removal of the hold on funds in the Settlement Account.

1.3 Customer may satisfy its Funding Obligation by maintaining a sufficient balance of available funds in the Settlement Account. Customer authorizes Bank to deduct from Customer’s Settlement Account the amount necessary to satisfy Customer’s Funding Obligation.

1.4 Bank is under no obligation to contact Customer if insufficient funds exist in Customer’s Settlement Account. However, if contacted, Customer agrees to immediately deposit collected funds into the Settlement Account in the form of a cash deposit, wire transfer, intra-bank fund transfer or loan advance to cover the Funding Obligation. Should Bank elect to release a file against insufficient collected funds, it is under no obligation to release subsequent files for which insufficient collected funds may exist.

1.5 If Customer fails or refuses to satisfy its Funding Obligation, Bank may, at its sole discretion, refuse to process credit Entries submitted by Customer to Bank. If such credit Entries are not processed, Bank will request authorization from

Customer to delete the ACH file. Customer may only re-initiate the Entries if Customer first satisfies the Funding Obligation by providing available funds in the Settlement Account.

2. Settlement of Debit Entries (applicable if box is checked).

2.1 Customer agrees to the settlement of debit Entries in accordance with the following terms.

2.2 Bank reserves the right to delay crediting Customer's Settlement Account with available funds up to two (2) Business Days after the Settlement Date of the debit Entry.

2.3 In the event a debit Entry is rejected or returned by an RDFI in accordance with the *NACHA Rules* and after Bank has permitted Customer to withdraw immediately available funds in the amount thereof, Customer will, immediately upon Bank's demand, reimburse Bank with available funds in the amount thereof.

2.4 Customer acknowledges and agrees that:

(a) in accordance with the *NACHA Rules*, consumer debit Entries, such as PPD and PPD+, may be returned up to sixty (60) Calendar Days after Settlement Date, or such longer period as may be provided by the federal Electronic Funds Transfer Act, as implemented by Consumer Financial Protection Bureau Regulation E; and

(b) other Entries, such as International ACH Transactions (IAT), may exceed the sixty (60) day return window defined by the U.S. ACH system, the *NACHA Rules*, and the laws and payment system rules of the receiving country.

3. Effectiveness. Customer agrees to all of the terms and conditions of this Attachment. The liability of Bank under this Attachment shall in all cases be subject to the provisions of the Cash Management Master Agreement and the Appendix, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Attachment replaces and supersedes all prior agreements on file with respect to the terms described herein and shall remain in full force and effect until termination or such time as a different or amended Attachment is provided or accepted in writing by Bank or the Cash Management Master Agreement or Appendix is terminated.

IN WITNESS WHEREOF, Customer has duly caused this Attachment to be executed by an Authorized Representative.

VILLAGE OF NORTH PALM BEACH

(Customer)

501 US Highway One

North Palm Beach, FL 33408

(Address)

By: 

(Signature of Authorized Representative)

Print Name: ANDREW D. LUKASIK

Title: VILLAGE MANAGER



TD CORPORATE PAYMENT NOTIFICATION SERVICES AGREEMENT

This TD Corporate Payment Notification Services Agreement (this "Agreement") is by and between TD Bank, N.A. ("Bank") and the customer identified below ("Customer"). Bank and Customer agree that the TD Corporate Payment Notification Services (the "Services", as described below) provided to Customer by Bank prior to or as of the date of this Agreement will be governed by the terms of this Agreement and any amendment hereto from time to time with respect to the Services, and by the terms and conditions of the parties' agreement (hereinafter the "Account Agreement") governing the underlying deposit account(s) in Customer's name at Bank that are associated with the Services (hereinafter the "Account(s)"). The parties further agree that the terms of the Account Agreement are expressly incorporated herein by reference. All capitalized terms used herein without definition shall have the meanings given to them in the Account Agreement or the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines* which govern the ACH system (the "NACHA Rules"), as may be amended from time to time. Except as otherwise expressly provided in this Agreement, to the extent that this Agreement is inconsistent with the provisions of the Account Agreement, this Agreement and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

By signing this Agreement, Customer agrees to be bound by the terms and conditions of this Agreement, as the same may be amended from time to time as further described below. This Agreement becomes effective with respect to the Services when this Agreement has been executed without modification by Customer. Bank will provide use of the Services when Bank has received all required and properly executed agreements and forms and when Customer has satisfactorily completed Bank's implementation, testing and training requirements, if any, in the use of the Services. Customer may not modify any portion of this Agreement without Bank's prior written consent and agreement, and any attempt by Customer to do otherwise shall render Customer's Agreement null and void.

- New Services' Set-Up** **Existing Services' Customer**
 Change Delivery Method **Add Account(s)**

Customer Name:	Village of North Palm Beach
Address:	501 US Highway One
City, State, Zip:	North Palm Beach, FL 33408
Contact Name:	
Contact Phone:	

Original Bank ABA ¹	Account Number

¹ ABA number from check / item.

Remittance Details Delivery Method:

Add Delete

TD eTreasury
(Note: Requires Customer's execution of TD eTreasury Services Appendix and associated cash management documents)

Add Delete

Secure Email (list all email addresses): _____

Add Delete

Facsimile
 Facsimile Number (one only): _____

Add Delete

File Transmission
(Note: Requires Customer's execution of TD Data Transmission Services Appendix and associated cash management documents)

INTERNAL USE ONLY

(File name to be completed by Transmission Group only.)

File Name: _____

(Naming convention for file name allows four (4) characters to identify the Customer.)

Date: _____ Implementer: _____

TERMS AND CONDITIONS

1. **Services.** The Services described in this Agreement allow Customer to receive detailed reports for Received Debit Entries and Received Credit Entries ("Reports"). The information included in the Reports includes batch, Entry and Addenda Record information. The Reports display all SEC Codes unless otherwise indicated by Bank from time to time.

2. **Definitions.** The following terms (and others used herein) are all defined in the *NACHA Rules*: ACH, Entry, Received Debit Entry, Received Credit Entry, SEC Codes, Addenda Record.

3. **Operations.**

3.1 **Reports Options.** Customer must select a Remittance Details Delivery Method option above as offered by Bank for the Services from time to time.

3.2 **Reports and File Output.** The Reports that are made available to Customer are generally in "human readable format," except for Reports that are requested to be

transmitted via TD's Data Transmission Services in NACHA or other formats. Bank will report the following SEC Codes: CCD, CCD+, CIE, CTX, PPD and PPD+, and will include information of both the NACHA six record (Entry Detail Record) and the seven record(s) (Addenda Record(s)). Incoming International ACH (IATs) are not delivered in human readable format, unless delivered via TD's Data Transmission Services (which transmission method includes all SEC Codes). IAT's are manually delivered, unless otherwise indicated by Bank from time to time.

3.3 **Reports Transmission.** Bank shall use commercially reasonable efforts to make the Reports available to Customer on each Business Day on which any Received Debit Entries or Received Credit Entries are received by Bank. Customer Reports are delivered on a daily basis. Customized options to have the Reports made available on a weekly or monthly basis, or as otherwise specified by Customer, may be agreed to by Bank in its sole discretion. Non-daily Reports contain cumulative information for the period covered in the Report. Reports will be made available to Customer through the designated channel offered by Bank and selected by Customer from

time to time. Bank may change any such offered channel at any time.

3.4 This Agreement is Bank's record of Customer's instructions regarding the Services. If the information that Customer has provided above is incorrect in any category, Customer must advise Bank immediately, as Bank is NOT responsible for providing or not providing the Reports unless Customer's instructions are accurately described in this Agreement.

3.5 Bank shall be bound only to exercise ordinary care in providing the Reports as set forth herein.

3.6 Bank shall have a reasonable time after receipt of Customer's request to implement this Agreement or any changes hereto or to Customer's instructions.

4. **Service Fees.** Customer agrees to compensate Bank for the Services in accordance with the applicable fee schedules or written agreements between Bank and Customer in effect from time to time that apply to the Service. Customer authorizes Bank to charge Customer's Account for and amend all charges and fees applicable to the Services in accordance with the terms of the Account Agreement.

5. **Limitation of Liability; Disclaimer of Warranties.**

5.1 Except as otherwise expressly prohibited or limited by law, the liability of Bank in connection with the Services shall in all cases be limited in accordance with the terms of the Account Agreement.

5.2 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

6. **Indemnification.** Except as otherwise expressly prohibited or limited by law, Customer agrees to indemnify and hold Bank harmless from any and all claims, liabilities, losses, damages, costs and expenses (including its reasonable attorneys' fees) that Bank may incur or that may

be asserted by any person or entity against Bank, in accordance with the terms of the Account Agreement, arising out of any action at any time taken or omitted to be taken by (i) Customer under or in connection with this Agreement, including, but not limited to, Customer's failure to observe and perform properly each and every obligation in accordance with this Agreement; or (ii) Bank in reliance upon any instructions given or purporting to have been given under this Agreement by Customer to Bank, or any information or order which Customer provides to Bank.

7. **Term and Termination.**

7.1 Except as otherwise expressly set forth herein, this Agreement shall continue in effect until terminated by either party with thirty (30) days' prior written notice.

7.2 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend the Services as follows: (i) if Customer or Bank closes any deposit account established in connection with the Services that is necessary for the ongoing use of the Services or necessary for Bank to charge associated service fees, (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing the Services to Customer, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) in the event of a material breach, default in the performance or observance of any term, or material breach of any representation or warranty by Customer, (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement, as may be defined therein, (v) if there has been a seizure, attachment, or garnishment of Customer's deposit accounts, assets or properties, (vi) if Bank believes immediate action is necessary for the security of Bank or Customer funds, or (vii) if Bank reasonably believes that the continued provision of the Services in accordance with the terms of this Agreement would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

7.3 Any termination of this Agreement, whether initiated by Customer or Bank, will not affect any of Customer's or Bank's rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement. In addition, the provisions of this Agreement relating to Customer's and Bank's liability, Customer's indemnification of Bank, and the disclaimer of warranties shall survive the termination of this Agreement.

8. **Documentation.** The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged or electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceeding including, without limitation, trials and arbitrations, relating to or arising under this Agreement.

9. **Force Majeure.** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank from operating normally.

10. **Facsimile or Other Signature.** The parties acknowledge and agree that this Agreement and any amendments hereto may be executed and delivered by facsimile or other electronic form acceptable to Bank, and that a facsimile or electronic signature shall be treated as and have the same force and effect as an original signature, subject to applicable law. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any amendments with an original signature for its records.

11. **Recording of Communications.** Customer and Bank agree that all telephone conversations between them or their agents made in connection with the Services or this

Agreement may be recorded and retained by either party by use of any reasonable means, subject to and in accordance with any additional requirements of applicable law.

12. **Entire Agreement; Changes to the Services and this Agreement.** Bank and Customer acknowledge and agree that this Agreement and any amendments hereto, the Account Agreement, and all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between them with respect to the Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services. Bank may change the Services and this Agreement in accordance with the terms of the Account Agreement. Any such change will generally be effective in accordance with the notice to Customer. Customer will be deemed to have accepted any changes to the Services and this Agreement if Customer accesses or uses the Services on or after the date on which the change became effective. Customer will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing under this Agreement, even if Bank amends this Agreement.

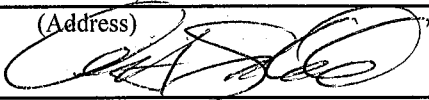
13. **Governing Law; Conflicts.** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law, and, to the extent not preempted or inconsistent therewith, by the laws of the State of Florida, or if Customer is a government or other public entity, by the laws of the jurisdiction pursuant to which Customer was incorporated or otherwise organized. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

IN WITNESS WHEREOF, Customer and Bank have duly caused this Agreement to be executed by an authorized representative.

Village of North Palm Beach
(Customer)

TD Bank, NA

501 US Highway One
North Palm Beach, FL 33408
(Address)

By: 
(Signature of Authorized Representative)

By: 
(Signature of Authorized Representative)

Print Name: ANDREW J. LUKASIK

Print Name: Robert Wilkins

Title: VILLAGE MANAGER

Title: Vice President

Date of Agreement: August 9th, 2018

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Members of the Village Council

FROM: Chuck Huff, Village Manager

DATE: May 17, 2023

SUBJECT: **RESOLUTION** – Interlocal Agreement Renewal with Palm Beach County for Urban County Program for FY2024-2027.

Since 2014, the Village has been a party to an Interlocal Agreement with Palm Beach County that enables the Village's participation in the Urban County Program to access funds under the Community Development Block Grant (CDBG), Home Investment Partnership (HOME) Program, and Emergency Shelter Grant (ESG) Program. Village Staff recommends continued participation in this program as it assists in meeting the goals outlined in the Housing Element of the Village's Comprehensive Plan. Renewal of the Interlocal Agreement is required by May 19, 2023.

Background:

Since 1974, Palm Beach County has used the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program to help fund and develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate-income persons. Palm Beach County's Department of Housing and Community Development, in coordination with municipalities, non-profit agencies, and other service providers, has devised innovative approaches that have resulted in a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Some examples of CDBG-funded activities are the provision of public services to disabled persons, children, elderly persons, and the homeless; the implementation of capital improvement projects to help alleviate flooding in low-lying areas, provide potable water, sidewalks, and recreation facilities to lower income neighborhoods; and the provision of economic development assistance. CDBG funds have also been instrumental in implementing the Single Family Rehabilitation Program, operated by Housing & Community Development (HCD) Housing Rehabilitation Section, to rehabilitate eligible single-family owner occupied homes.

Village Benefits:

In participating in the CDBG program with the County, the Village lends its population count to allow greater pull of participants and increases the available funding for municipalities with a population count fewer than 50,000.

Attached is the proposed Interlocal Cooperation Agreement, which authorizes the Village's participation in the Palm Beach County Urban County Program. Council approval will ensure our participation with the County for a three-year period, beginning in FY2024. This will enable the Village and our residents to continue to access the Community Development Block Grant (CDBG) program and the Home Investment Partnerships (HOME) program funds as a part of the Palm Beach County Entitlement Jurisdiction. These funds are generally targeted to benefit persons/families that are deemed to be low and moderate-income. Palm Beach County Housing

and Community Development (HCD) manages the administration of the funds and ensures compliance with HUD guidelines. Activities eligible for funding include (among others):

- Capital Improvements Projects
- Economic Development Initiatives
- Emergency repairs to housing
- Housing Rehabilitation
- Public Services
- Homeless and homeless prevention activities
- Mortgage Subsidies for First-Time Buyers

An attached map indicates the location of low/moderate income areas within the Village. This section of the Village, in particular, could be eligible for funding assistance. Participation in the program could be extremely beneficial given the interest in redevelopment of the Twin City Mall site and the ability to access economic development incentives through the program. It should also be noted that inclusion in the Urban County Program does not preclude the Village from making future development decisions that are in the community's best interest.

Through the adoption of Resolution No. 2020-50 on August 20, 2020, the Village Council approved an Amendment to the Interlocal Agreement and extended participation in the Urban County Program through Fiscal Year 2023. Execution of Amendment No. 2 to the Interlocal Agreement, which includes additional language mandated by the Department of Housing and Urban Development (HUD), allows for the Village's continued participation in the program through Fiscal Year 2027.

The attached Resolution and Amendment to the Interlocal Agreement have been prepared and/or reviewed for legal sufficiency reviewed by the Village Attorney.

Recommendation:

Village Staff recommends Village Council adoption of the attached Resolution approving Amendment No. 2 to the Interlocal Cooperation Agreement with Palm Beach County for participation in the Urban County Program and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AMENDMENT NO. 2 TO THE INTERLOCAL COOPERATION AGREEMENT WITH PALM BEACH COUNTY FOR PARTICIPATION IN THE URBAN COUNTY PROGRAM; AUTHORIZING THE MAYOR, MANAGER AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach currently participates in the Palm Beach County Urban Grant Program (“Program”) whereby the Village and its residents are eligible to receive Community Development Block Grant Program, Emergency Solution Grant and Home Investment Partnership Program funds pursuant to an Interlocal Agreement first executed in 2014; and

WHEREAS, through the adoption of Resolution No. 2020-50 on August 20, 2020, the Village Council approved an Amendment to the Agreement to ensure participation through Fiscal Year 2023, and the Village’s continued participation in the Program through Fiscal Year 2027 requires the execution of Amendment No. 2 to the Agreement; and

WHEREAS, the Village Council determines that the execution of the Amendment is in the interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified and are incorporated herein.

Section 2. The Village Council approves Amendment No. 2 to the Interlocal Cooperation Agreement with Palm Beach County for participation in the Urban Grant Program, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor, Village Manager and Village Clerk to execute the Amendment on behalf of the Village.

Section 3. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



Village of North Palm Beach

Village Manager's Office

"The Best Place to Live Under the Sun"

May 11, 2023

Lisa Johnson, Director
Community Planning and Development Division
U.S. Department of Housing & Urban Development
909 SE 1st Avenue, Room 500
Miami, FL 33131

Jonathan B. Brown, Director
Housing & Economic Development
100 S. Australian Avenue, Suite 500
West Palm Beach, FL 33406

Re: Palm Beach County Urban County Qualification FYs 2024-2027 Participation by City/Town/Village

Dear Ms. Johnson:

The purpose of this letter is to confirm the Village's agreement to continue to participate in Palm Beach County's Urban County Program for FYs 2024-2027.

If you have questions, please contact the Village at BBruckner@Village-NPB.org or by telephone (561) 841-3380. You may also contact Sheila Brown, Senior Planner, Palm Beach County at (561) 233-3688 or SABrown@PBCGOV.org.

Sincerely,

A handwritten signature in blue ink that reads "Chuck Huff".

Chuck Huff, Village Manager
Village of North Palm Beach

Cc: Jill Smolen, CPD Representative, US HUD
Jonathan Brown, Director, PBC HED
Sherry Howard, Deputy Director, PBC HED
Carlos Serrano, SPO Director, PBC HED

**AMENDMENT 002 TO THE AGREEMENT WITH
VILLAGE OF NORTH PALM BEACH**

Amendment 002, effective as of _____, by and between **Palm Beach County** (County), and the **Village of North Palm Beach** (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1163) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1216) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at

24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

**VILLAGE OF NORTH PALM BEACH, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: _____
David Norris, Mayor

By: _____
Jessica Green, Village Clerk

By: _____
Chuck Huff, Village Manager

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: JOSEPH ABRUZZO,
Clerk of the Circuit Court & Comptroller

By: _____
Gregg K. Weiss, Mayor

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: _____
Howard J. Falcon, III,
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

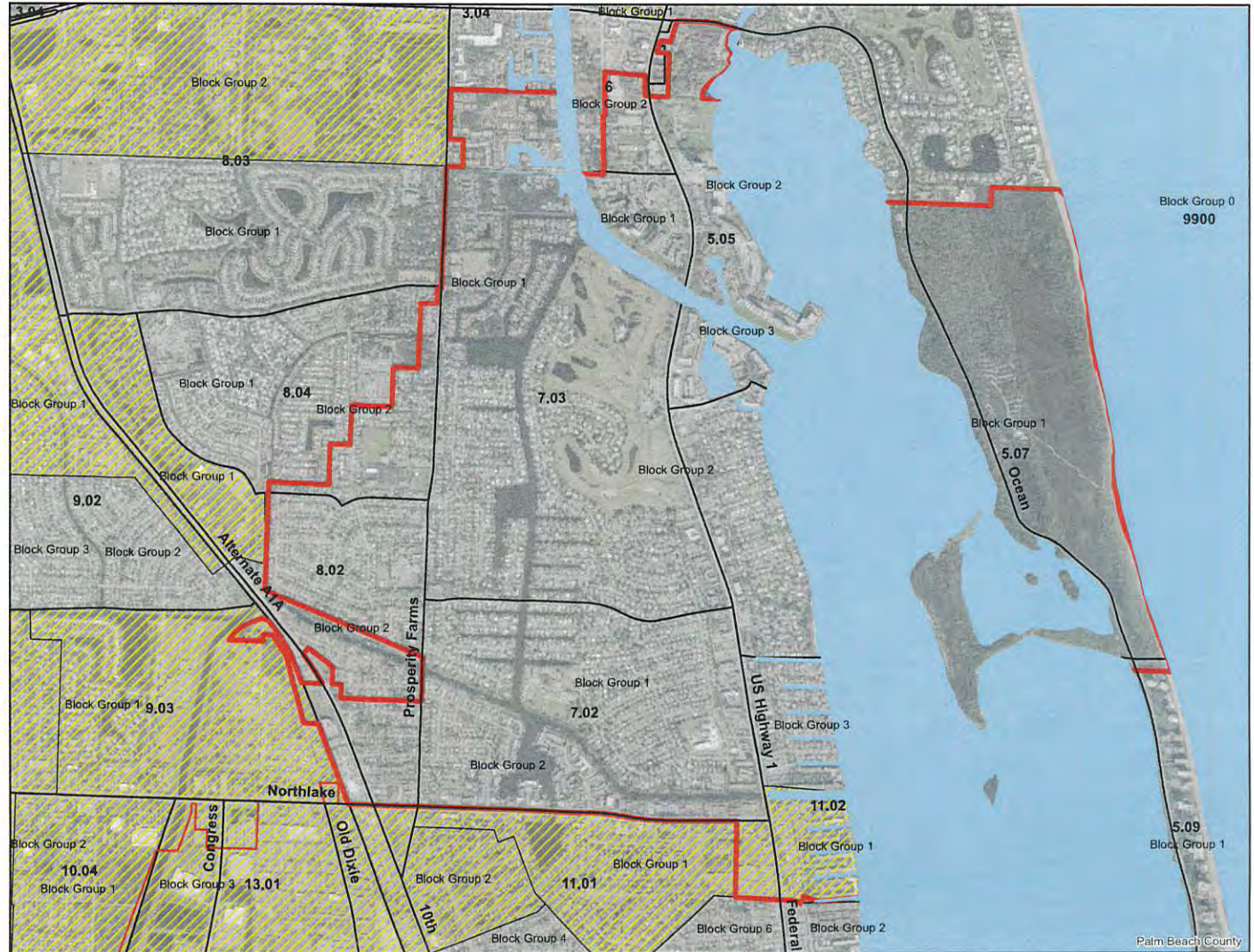
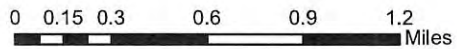


Palm Beach County Community Development Block Grant Program Village of North Palm Beach Low and Moderate Income Area Map

Legend

- Low/Mod Income Areas
- Municipal Boundaries
- Water Bodies
- Major Roads

Source: 2011-2015 American Community Survey (Low/Mod Income)



Note: CDBG Eligible is defined as an area with 51% or more low and moderate income persons

Prepared by PBC Department of Housing and Economic Sustainability - June 2020

Infrastructure Surtax Oversight Committee Meeting

MINUTES

Village Hall Conference Room

Monday, August 15, 2022

6:00 pm

1. Call to Order: Chairperson Marcus called meeting to order at 6:02 pm.
2. Roll Call:
 - Present: Karen Marcus, Patty Sullivan, Cathy Graham, Beverly Robinson
 - Absent: Mary Phillips
 - Also Present: Chuck Huff, Interim Village Manager; Chad Girard, Acting Director of Public Works
3. The Minutes of the October 5, 2021 regular meeting were approved.
4. Public Comments: None.
5. Capital Improvement Items Discussion for 2023:
 - a. Chuck Huff provided documents for discussion.
 - b. Chad Girard provided project overview for the Infrastructure Surtax Project list.
 - i. Anchorage Park Sea Wall (South Side) - \$137,000
 - ii. Asphalt Resurfacing - \$400,000
 - iii. Boat Ramp Renovation - \$105,000
 - iv. Bridge Improvement US-1 - \$150,000
 - v. Bridge Replacement at Lighthouse Drive - \$300,000
 - vi. Side Walk Repairs - \$200,000
6. Chairperson Marcus called a motion to recommend allocation of surtax revenues for these projects for Village Council consideration. 1st and 2nd motions passed unanimously.
7. Next meeting: TBD
8. Adjournment: the meeting adjourned at 6:29 pm.



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Business Advisory Board

MINUTES

Library Obert Room

Tuesday, February 21, 2023

5:30 pm

1. Call to Order: Russ Ruskay called the meeting to begin at 5:35 pm.
2. Roll Call:
 - Present: Marshall Gillespie, Veronica Frehm, Ron Lantz, Nathan Kennedy
 - Absent: Adam Jones, Nina Balgar, David Talley,
 - Also Present: Russ Ruskay, Director of Special Projects
3. Approval of Minutes: Motion to approve by Ron Lantz. Second by Dave Talley
4. Public Comments: None.
5. New Business:
 - A long discussion took place regarding the previously discussed SWOT exercise. The board originally discussed doing a SWOT exercise under the previous Village Manager's recommendation. Each member expressed their opinion of both the pros and cons of an advisory board taking this type of exercise. The opinion of most members was that a SWOT exercise did not seem to align with their role as an advisory committee. The consensus was not to take on a SWOT exercise.
6. Old Business:
 - Staff reviewed all the terms and reappointments for current members. Discussion also took place reviewing the new Advisory Board policies recently approved by the Town Council. Staff made the board aware of the new absentee provision along with the requirement for a regularly scheduled monthly meeting.

The main topic discussed was the new policy regarding members missing meetings. It was made clear there are not excused absences, a missed meeting is simply a missed meeting. There is, however, an appeal process through the Village Managers office regarding reinstatement. The board was in support of the new policies and regulations and feel this will make for a much stronger board. The selection of a new Chairmen and Vice Chair will take place at the next regularly scheduled meeting.

7. Board Member Comments:

- None

8. Staff Comments:

- Russ brought up his concern about the lack of attendance at the networking events along with the lack of interest regarding the number of businesses calling for assistance or information. Russ will be monitoring the number of hits on the new NPB-BIZ website.
- After a lengthily conversation from the members regarding this issue, Russ made a recommendation to send out a survey to our local businesses to get a better understanding on what they are most interested in or concerned about. Russ will present a draft survey to the board for their input.

9. Adjournment:

- Motion to adjourn by Ron Lantz. Seconded by Dave Talley.

Meeting adjourned at 6:15 pm.



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, April 3, 2023

6:00 pm

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:10 pm.
2. Roll Call:
Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Kendra Zellner
Absent: Ellen Allen, Camille Carroll, Shawn Woods
Also Present: Marc Holloway, Field Operations Manager; Darryl Aubrey, President Pro Tem
3. The Minutes of the March 6, 2023 regular meeting were approved.
4. Public Comments – None.
5. South Florida Water Management District will present at the next meeting on C-17 and the spillway. Committee would like to know:
 - a. How it operates.
 - b. Do they have plans to keep the debris further away from the canal?
 - c. How often is it cleaned?
 - d. Do they perform water quality studies?
 - e. How much salt is in the well water?
6. Residential Landscaping Code Language and Tree Removal Permitting Process – Marc Holloway will review the current code, discuss details with the Village Manager and report to the committee at the next meeting.
7. May 13 Speaker Series Event – PBC North American Butterfly Association President Teri Jabour may not be able to attend the May 13 event. Chair Marcus will update the committee at a later date.

8. Community Greening:
 - a. Saturday, April 22 Earth Day at Anchorage Park from 10:30pm-12:30pm – Indian Trail Nursery will deliver 100 trees and bushes on April 21 for the tree giveaway.
 - b. Saturday, April 29 Arbor Day at Osborne Park – Community Garden Board is considering a plant giveaway.
9. Staff Comments:
 - a. Marc Holloway stated that single use plastic bottles are for one (1) time use only. He will provide a few samples of different types of plastics for discussion at the next meeting.
 - b. Marc Holloway mentioned that a milling, recycling and road reconstruction agenda item will be presented to Council at a future Council meeting.
10. Next meetings: the next meeting will be on May 1, 2023 at 6:00 pm at Anchorage Park.
11. Adjournment: the meeting adjourned at 6:54 pm.

**VILLAGE OF NORTH PALM BEACH
WATERWAYS ADVISORY BOARD MEETING MINUTES
APRIL 5, 2023 5:30 PM**

I. CALL TO ORDER – Jerry Sullivan

II. ROLL CALL – MEMBERS:

**Jerry Sullivan, Chairman
Bill Hipple, Vice Chairman
Bruce Crawford, Secretary
Mark Michels, Member
Ed Preti, Member – excused absence
Paul Bartlett, Member
George Alger, Member**

III. VILLAGE GUESTS:

**Debbie Searcy, Councilmember
Chuck Huff, Village Manager
Zak Sherman, Director of Leisure Services**

IV. APPROVAL OF MINUTES – approved

V. PUBLIC COMMENTS

Resident Guests and their Comments:

Chris Ryder – reminded about survey errors needing attn and including Village help for residents from Schwenke attacks

Glen Criser – commented on minimum headway speeds needed for steerage, hedge height visibility blockage for finger canal navigation and dock size restrictions being insensible

John Lippicot – reported that he had a squatter at his rented slip at Anchorage Park

Brian Beaver

Rita Budnik and Lisa Gallagher

Dan and Linda T – commented that boat size restrictions have a negative effect on home values

Mark Manhurt – also concerned about boat size restrictions effect on home values

VI. NEW BUSINESS - Zak Sherman, Director of Leisure Services – reviewed the latest plans for Anchorage Park Docks

VII. OLD BUSINESS – the group chatted again about the boat size issue and there is no change in the Waterways Board’s recommendations from the last meeting. Chuck Huff and Debbie Searcy advised that there is not much progress yet on the Village addressing the boat size issue.

VIII. MEMBER COMMENTS

IX. STAFF COMMENTS

X. ADJOURNMENT

**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager
Allan Bowman, Head Golf Professional

DATE: May 17, 2023

SUBJECT: **ORDINANCE – 1st Reading – Amendment to Section 9-17 of the Village Code of Ordinances to revise the composition and terms of the Golf Advisory Board.**

Upon recommendation of the Golf Advisory Board, Village Staff is requesting Council consideration and approval of the attached Ordinance revising the composition and terms of the Board. The Village Code currently provides for a seven-member Board consisting of the following: one Men's Golf Association member (one-year term); one Women's Golf Association member (one-year term); and five additional members (two-year terms), one of whom shall be a resident golf member of the Country Club and three of whom shall be either a resident or non-resident golf member of the Country Club (with no membership or residency requirement for the fifth member).

The attached Ordinance revises Section 9-17 of the Village Code of Ordinances to provide as follows:

Composition: The Village Council shall appoint seven (7) members to serve on the Golf Advisory Board as follows:

1. One member from each of the following Country Club annual membership categories:
 - Golf resident single membership
 - Golf resident family membership
 - Restricted golf resident membership
2. One member from the Women's Golf Association (WGA shall recommend a person to serve; however, the recommendation shall not be binding on the Council). If no WGA member wishes to serve, this member may be replaced with a female golf member of the Country Club.
3. Three annual resident golf members in any membership category. At the option of the Village Council, one or more of these Board members may be a non-resident golf member of the Country Club. Resident card members are not considered annual members.

Terms: All members of the Board shall serve staggered terms of two years.

The attached Ordinance has been prepared and reviewed for legal sufficiency by the Village Attorney. There is no fiscal impact.

This Ordinance was originally placed on the April 27, 2023 agenda for first reading. However, upon review of the recording, Staff determined that while there was a vote, there was no motion and second. Consequently, this item is again being placed on the Council agenda for approval on first reading.

Recommendation:

Village Staff recommends Council consideration and approval on first reading of the attached Ordinance amending Section 9-17 of the Village Code of Ordinances to amend the composition and terms of the Village's Golf Advisory Board.

1 wishes to serve in this capacity, this member may be replaced with
2 a female golf member of the country club.

3
4 3. The village council shall appoint three (3) annual resident golf
5 members in any membership category. At the option of the village
6 council, one or more of these board members may be a non-resident
7 golf member of the country club.

8
9 For the purposes of this subsection, resident card members are not
10 considered annual members.

11
12 ~~The council shall appoint one (1) advisory board member from the village men's~~
13 ~~golf association and one (1) advisory board member from the village women's golf~~
14 ~~association, each of whom shall be golf members of the country club. Each~~
15 ~~association shall recommend a person to serve as its representative on the board;~~
16 ~~however, such recommendation shall not be binding on the council. If no~~
17 ~~association member wishes to serve in this capacity, the association members may~~
18 ~~be replaced with golf members of the country club. As to the remaining five (5)~~
19 ~~advisory board members, one (1) shall be a resident golf member of the country~~
20 ~~club and three (3) shall be either a resident or non-resident golf member of the~~
21 ~~country club. There is no membership or residency requirement for the fifth regular~~
22 ~~non-association representative member.~~

23
24 (b) Terms. All board members shall serve staggered terms of two (2)
25 years.

26
27 (1) ~~The two (2) association representatives shall serve terms of one (1)~~
28 ~~year.~~

29
30 (2) ~~The remaining advisory board members shall serve staggered terms~~
31 ~~of two (2) years.~~

32
33 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of
34 the Village of North Palm Beach.

35
36 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
37 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
38 such holding shall not affect the remainder of this Ordinance.

39
40 Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in
41 conflict herewith are hereby repealed to the extent of such conflict.

42
43 Section 6. This Ordinance shall take effect immediately upon adoption.
44

1 PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

2
3 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
4 2023.

5
6
7
8 (Village Seal) _____
9 MAYOR

10 ATTEST:
11
12 _____
13 VILLAGE CLERK

14
15
16 APPROVED AS TO FORM AND
17 LEGAL SUFFICIENCY:
18
19 _____
20 VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
Leisure Services

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: May 17, 2023

SUBJECT: **MOTION** – Approving Meter Application with Seacoast Utility Authority to Irrigate the Community Center’s Athletic Field and Grounds with Potable Water.

Village Staff is recommending Council approval of a meter application with Seacoast Utility Authority to Irrigate the Community Center’s athletic field and grounds with potable water.

Background:

Prior to 1997, the Community Center had three shallow wells to irrigate the grounds. When the athletic field was installed, the Village installed one 100’ well to irrigate the field and the grounds. That well eventually failed and was replaced in 2005.

Since 2005, it has been a constant struggle to maintain proper field conditions and aesthetically pleasing grounds due to the brackish water emanating from the well, which irrigates the fields and grounds at considerably higher than normal levels of chloride, sodium, and TDS (Total Dissolved Solids).

In 2021, the Village contracted with JLA Geosciences, Inc. (JLA) to evaluate the existing well, and JLA prepared a water quality report (attached) outlining its findings. While JLA explored replacing the existing well with a shallower well, a shallower well or wells would produce less water and require a substantial irrigation system retrofit to produce sufficient levels of water compared to the existing system. Additionally, each shallower well would cost \$25,000 to complete (in 2021 dollars) and “could” contain lower levels of chlorides; however, there is no guarantee.

Based on the foregoing, Staff recommends submitting a meter application to Seacoast Utility Authority to irrigating the Community Center field and grounds with potable water. The total cost, including the installation of a backflow preventer and all connection, tap-in and meter fees, is \$184,335.00. Utility payments are exempt from the Village’s purchasing policies and procedures.

Recommendation:

Village Staff recommends approval of a Motion authorizing the submittal of a Meter Application to the Seacoast Utility Authority to irrigate the Community Center’s athletic field and grounds with potable water and the payment of all required costs and fees in accordance with Village policies and procedures.



Seacoast Utility Authority

Meter Application Guarantee Deposit Receipt

4200 Hood Road, Palm Beach Gardens, FL 33410
 Customer Service: 561-627-2920 / Executive Office: 561-627-2900 / Fax: 561-624-2839

Date: 4/28/2023 **Lot:**
Receipt #: 16984 **Sub-Division:** *Individual Meters*
By: Cheryl Troup

Customer: VILLAGE OF NORTH PALM BEACH **Phone:** 561-644-4813
Service Location: 1200 PROSPERITY FARMS RD (COMMUNITY CENTER PARK), NPB, FL 33408
Mailing Address:

Hold for Customer - Date Called: _____ Name: _____

Connection Information:

Meter Size: 2" **Set Date:** 8/24/2021
Comment: WATER ONLY **App. Date:** 6/16/2021
ERC Calculation: 135,000.00 SF Irrigation = **118.390** Water ERC's
 135,000.00 SF Irrigation = **0.000** Sewer ERC's

Notes: PER STEPHEN POH & HAYES

Connection Charges:

- \$177,585.00 Water [118.390 @ 100%] (Non-Refundable)(GL 360-400)
- \$0.00 Sewer [0.000 @ 100%] (Non-Refundable)(GL 360-401)
- \$2,520.00 Meter Fee (Non-Refundable)(GL 360-402)
- \$900.00 Backflow Preventer Installation Fee(GL 360-402)
- \$3,330.00 Tap-In Fee for Tapping into Main (Non-Refundable)(GL 343-317)
- Customer Deposit (Refundable - Residential Customers Only)
- Unpaid Capacity ()
- Additional Conn. Fees (water)(GL 360-400) ()
- Additional Conn. Fees (sewer)(GL 360-401) ()
- Other Charges ()

\$184,335.00 Total

Customer Deposits are NOT Negotiable or Transferable

JLA Geosciences, Inc.

HYDROGEOLOGIC CONSULTANTS

1907 Commerce Lane, Suite 104
Jupiter, Florida 33458
(561) 746-0228
fax (561) 746-0119

TECHNICAL MEMORANDUM

To: Russ Ruskey – Parks and Recreation – Village of North Palm Beach

CC: Keith B. Jackson, P.E. – Engenuity Group, Inc.

From: Jim Andersen, P.G.

Re: Evaluation of Delacorte Park Irrigation Well Salinity

Date: May 11, 2021 *(By Electronic Mail)*

BACKGROUND

JLA Geosciences, Inc (JLA) was contracted by the Village of North Palm Beach (Village) and Engenuity Group, Inc to evaluate Delacorte Park's (Park) irrigation well and associated water quality because the turf grass at the park had not been thriving for some time. Water quality data collected by the turf grass consultant in May of 2020 (Site One Landscape Supply, report attached) indicated that total dissolved solids (TDS) of the water exceeded 2,000 parts per million (ppm) and Sodium exceeded 500 ppm and generally exceeded desirable levels to support healthy turf grass.

The Park is located in eastern North Palm Beach, Florida, and is adjacent to canals directly connected to the Intracoastal Waterway. The Park withdraws groundwater from the surficial aquifer system for irrigation of turf via one supply well. The irrigation well is a 6-inch diameter well and reported in the SFWMD Water Use Permit 50-03878W to be completed to a depth of approximately 100 feet below land surface however based on Village records and measurements the well is actually deeper and completed to a depth of 180 feet. The current well was installed in 2005 as a replacement well for the old well that failed.

WATER QUALITY SAMPLING

JLA visited the site and collected water samples from the Park's irrigation well. Samples showed that the water had elevated chloride levels, and was causing the Bermuda turf grass to become stressed. JLA recommended for the Village to collect weekly samples from the well for a month to confirm the chloride levels. The following table provides a summary of the data collected from the Park's irrigation well.

Well No: Community Park Irr. Well				12/2/2020 15:00						
Sampling Date: 9/23/2020 - 10/21/2020				Tested by: AA						
Chlorides										
Sample ID	Quantab Test Strip (mg/l)	Sample Volume (mg/l)	Conc.	Titration Clicks			Multiplier	Chloride (mg/L)	S.C. us/cm	TDS mg/l
				Min	Titration	Max				
9/23/2020	1310	5	1.128	145	147	150	10	1,470	4,507	2,930
9/30/2020		5	1.128	141	143	144	10	1,430	4,452	2,894
10/7/2020		5	1.128	145	147	150	10	1,470	4,501	2,926
10/14/2020		5	1.128	140	142	144	10	1,420	4,464	2,967
10/21/2020		5	1.128	147	149	151	10	1,490	4,531	2,945

In summary, the chloride values reported (1,420-1,490 mg/L) significantly exceed the secondary drinking water standard of 250 mg/L (milligrams per liter and can also be reported as ppm) and therefore are significantly above the levels typically found in irrigation water. The Total Dissolved Solids (TDS) values were above the secondary standard of 500 mg/L and above levels that would be generally supportive of turf grass health.

PARK IRRIGATION WATER SUPPLY OPTIONS

A number of options has been discussed with the Village for turf grass water supply. The options are summarized as follows:

- **Install a Replacement Irrigation Well** – a well or a number of replacement wells can be installed in a new location and likely to a shallower depth. The SFWMD publishes a map showing the estimated position of the saltwater interface in groundwater in South Florida. At the Park location, the interface is basically passes under the Park indicating that there is a high degree of likelihood that a well at the Park will be affected by saline water, as is the case. The interface was mapped at the base of the aquifer (approximately 180 feet below land surface), with saline water located below and freshwater located above. A shallower irrigation well could contain lower levels of chlorides, but would require an expense of approximately \$25,000 to complete. However a shallower well or wells will produce less water and require substantial irrigation system retrofit to produce water as opposed to the existing system.
- Another explored alternative was the use of reclaimed water for irrigation in lieu of the current well. Discussions with Seacoast Utility Authority, the local provider of reclaimed water, indicated reclaimed water was not available.
- Replacing the current Bermuda turf with a more salt tolerant species was another option identified. Representatives from the Village and JLA visited the City of Boca Raton’s Lake Wyman Park. Lake Wyman Park uses Paspalum as turf grass for their fields. Paspalum is a salt tolerant species of turf grass. Similar to Delacorte Park, Lake Wyman Park is located very near the Intracoastal Waterway and faces the potential for elevated chloride levels in their irrigation well. The Parks and Recreation staff at Lake Wyman indicated Paspalum

May 11, 2021

Page 3 of 3

turf was a good option to use and they were satisfied with it. The Boca Parks staff recommended that pests impacts be addressed first by subsurface pest control before installing new turf grass.

PERMIT REVIEW AND DISCUSSIONS WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Use of groundwater for irrigation at the Park is permitted by the District under water use permit 50-03878-W (copy attached). JLA reviewed the permit conditions for compliance with applicable limiting conditions. Additionally, JLA discussed the Park's water use permit conditions with District compliance and permitting staff. It was determined that the continued use of the well would not be considered a violation of the conditions of the water use permit. District staff agreed with JLA that the relatively minimal irrigation withdrawals from the Park's well did not significantly contribute to lateral saline intrusion and there has been no harm to existing legal users of the aquifer as a result of the Park's withdrawals. The District indicated that the continued use of the well as a lower quality water source for Paspalum turf would be a viable option for the Park.

RECOMMENDATIONS

Brackish irrigation water supply by the Park's irrigation well, complicated by periodic dry season conditions, has caused the existing Bermuda turf at Delacorte Park to become stressed. Replacing the current Bermuda turf with the more salt resistant Paspalum turf will prevent stressing. Biannual chloride monitoring of the Park's well is recommended to track any potential increases in chloride concentrations over time if existing turf grass will continue to be used.

We appreciated the opportunity to have provided our services to the Village and if there are questions regarding this report please don't hesitate to contact me at the letterhead address.

Prepared For

STO

Sample Information

Sample	NPB COMMU PARK	Sampled	05-08-2020
Description	WATER	Tested	05-11-2020
Sample Type	Irrigation Water		
Lab Number	FF53009		

Irrigation Water Test Report

<i>Water Characteristics</i>	<i>Unit</i>	<i>Result</i>	<i>Lbs per ac/in</i>	<i>Satis- factory</i>	<i>Borderline</i>	<i>Unsatis- factory</i>
pH		7.9	--			
Hardness	ppm	1894.8	429.4			
Bicarbonates	ppm	390	88.4			
Carbonates	ppm	0	--			
Total Alkalinity	mg/Kg CaCO3	390	--			
Impact on Plant Growth						
EC	mmho/cm	3.25	--			
TDS, Total Dissolved Salts	ppm	2080	471.3			
Impact from Leaf and Root Contact						
Sodium	ppm	542.6	123.0			
Chloride	ppm	191	43.3			
Boron	ppm	.17	--			
Impact on Soil Structure						
SAR	meq/L		--			
SAR (Adj)	meq/L	15.72	--			
RSC		-31.44	--			
EC	mmho/cm	3.25	--			
TDS, Total Dissolved Salts	ppm	2080	471.3			
pH(c)		6.50	--			
Plant Nutrients						
Nitrate-N	ppm	.16	--			
Phosphorus	ppm	.06	--			
Potassium	ppm	147.8	40.3			
Calcium	ppm	234	53.0			
Magnesium	ppm	319	72.3			
Sulfate-S	ppm	9.42	0.7			
Iron	ppm	.03	--			
Manganese	ppm	.01	--			

Notes

Hardness: 0-60 Soft; 61-120 Moderately Hard; 121-180 Hard; >180 Very Hard

TDS: <160 Low; 160-480 Medium; 481-1440 High; >1440 Very High

EC: <0.25 Low; 0.25-0.75 Medium; 0.75-2.25 High; >2.25 Very High

SAR or SAR (Adj): <10 Low; 10-18 Medium; 18-26 High; >26 Very High

RSC: <0.0 No Removal; 0.0-1.25 Low; 1.25-2.50 Medium; >2.5 High

SOUTH FLORIDA WATER MANAGEMENT DISTRICT



WATER USE NOTICED GENERAL PERMIT

APPLICATION NUMBER: 171003-15

PERMIT NO.: 50-03878-W

DATE ISSUED: October 9, 2017

EXPIRATION DATE: October 9, 2037

PERMITTEE: VILLAGE OF NORTH PALM BEACH
DEPARTMENT OF PUBLIC SERVICES
645 PROSPERITY FARMS RD.
NORTH PALM BEACH, FL 33408

PROJECT NAME: VILLAGE OF NORTH PALM BEACH COMMUNITY CENTER

PROJECT LOCATION: PALM BEACH COUNTY, S8/T42S/R43E

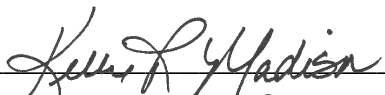
This is to notify you of the South Florida Water Management District's (District) agency action concerning your Notice of Intent to use water. This action is taken pursuant to Chapter 40E-2, Florida Administrative Code (F.A.C.). Based on the information provided and certified to, District rules have been adhered to and a Water Use Noticed General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes (F.S.), administrative hearing; and
2. The attached Permit Conditions.

Should you object to the Permit Conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you prior to the time frame specified in the "Notice of Rights," we will assume you concur with the District's recommendations.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 9th day of October, 2017, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: 
Kellie R. Madison, Section Leader
Water Use Bureau
South Florida Water Management District

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:

VILLAGE OF NORTH PALM BEACH
DEPARTMENT OF PUBLIC SERVICES
645 PROSPERITY FARMS RD.
NORTH PALM BEACH, FL 33408

2. This permit shall expire on October 9, 2037.

3. Use classification is:

Landscape Irrigation

4. Source classification is:

Groundwater from:
Surficial Aquifer System

5. Allocation:

Total annual allocation is 7.71 million gallons (MG). (21,123 GPD)

Total maximum monthly allocation is 1.22 million gallons (MG).

These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

1. All other conditions of the permit are met; and
2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Withdrawal facilities:

Groundwater - Existing:

SPECIAL PERMIT CONDITIONS

1 - 6" X 100' X 125 GPM Well Cased To 80 Feet

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.
8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.
9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.
10. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.
11. Landscape irrigation shall be restricted to the hours and days described in Rule 40E-24.201, F.A.C., or alternative landscape irrigation conservation measures adopted by local government ordinance in accordance with Rule 40E-24.301, F.A.C.
12. If reclaimed water becomes available prior to the expiration date of this permit, the Permittee shall apply for a modification of the water use permit to reflect that portion of the allocation which is to be provided for by reclaimed water. The permittee is required to request a permit modification when an agreement has been executed between both parties, the transmission lines are constructed to the project site, and the necessary on-site modifications and authorizations are obtained.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.
5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.

9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

B. Reduction in water levels that harm the hydroperiod of wetlands,

C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D. Harmful movement of contaminants in violation of state water quality standards, or

E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

PERMIT INFORMATION

Application Number: 171003-15
Permit Number: 50-03878-W
Project Name: VILLAGE OF NORTH PALM BEACH COMMUNITY CENTER
Location: PALM BEACH COUNTY, S8/T42S/R43E
Applicant's Name and Address: VILLAGE OF NORTH PALM BEACH
DEPARTMENT OF PUBLIC SERVICES
645 PROSPERITY FARMS RD.
NORTH PALM BEACH, FL 33408
Water Use Classification: Landscape

Sources:

Groundwater from: Surficial Aquifer System

Authorized Allocation:

Annual Allocation: 7.71 Million Gallons (MG)
Maximum Monthly Allocation: 1.22 Million Gallons (MG)

Existing Withdrawal Facilities - Groundwater

Source: Surficial Aquifer System
1 - 6" X 100' X 125 GPM Well Cased to 80 Feet

<u>Rated Capacity Source</u>	<u>Status Code</u>	<u>GPM</u>	<u>MGM</u>	<u>MGY</u>
Surficial Aquifer System	E	125	5.5	66
Totals:		125	5.5	66

Purpose:

The purpose of this application is to obtain a Water Use Permit for landscape irrigation of 6.44 acres of turf using a sprinkler irrigation system. Withdrawals are from the surficial aquifer system via one existing withdrawal facility.

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

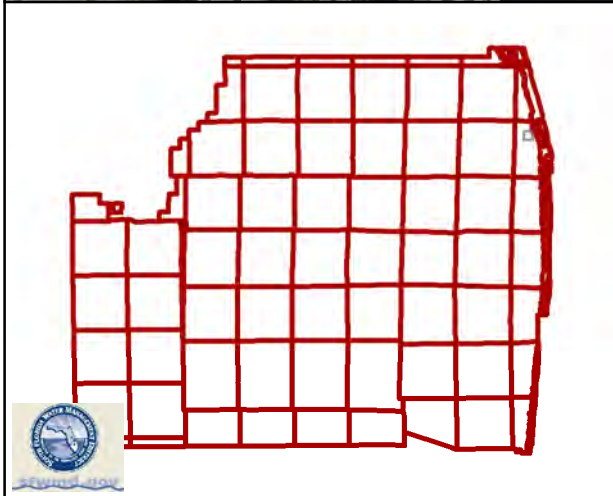
1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.



PALM BEACH COUNTY, FLORIDA

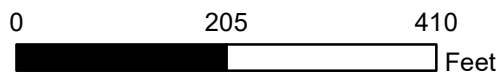
◆ WELL

▭ Application

Application No: 171003-15

Sec 8 / Twp 42 / Rge 43

Project Name: VILLAGE OF NORTH PALM
BEACH COMMUNITY CENTER



N



Map Date: 2017-10-06

Permit No: 50-03878-W



Exhibit No: 1

TABLE - A
Description Of Wells.

Application Number: 171003-15

Well ID	174238
Name	W-4
Map Designator	W-4
FLUWID Number	
Well Field	
Existing/Proposed	E
Well Diameter(Inches)	6
Total Depth(feet)	100
Cased Depth(feet)	80
Facility Elev. (ft. NGVD)	
Screened Interval	
From	
To	
Pumped Or Flowing	P
Pump Type	Submersible
Pump Int. Elev.	
Feet (NGVD)	
Feet (BLS)	
Pump Capacity(GPM)	125
Year Drilled	
Planar Location	
Source	
Feet East	958796
Feet North	909545
Accounting Method	None
Use Status	Primary
Water Use Type	Irrigation
Aquifer	Surficial Aquifer System

Calculations Of Irrigation Requirements

APPLICATION NUMBER: 171003-15

RAINFALL STATION: Jupiter

CROP: Turf

IRRIGATION SYSTEM: Sprinkler

SOIL TYPE: 0.8

PARCEL ACREAGE: 6.44

PARCEL NAME: NPB Community Center

LAND USE: Landscape

IRR. MULTIPLIER: 1.3

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
MEAN RAINFALL	3.41	2.94	4.27	3.07	5.55	7.59	5.41	6.78	8.44	8.42	3.61	2.47	61.96
EVAPOTRANSPIRATION	1.91	2.19	3.75	5.09	6.63	7.39	7.87	7.55	6.41	4.96	3.19	2.25	59.19
AVG. EFFECTIVE RAIN	1.49	1.33	2.02	1.63	2.97	4.05	3.11	3.71	4.19	3.86	1.69	1.15	31.20
DROUGHT RAINFALL	1.21	1.08	1.63	1.32	2.40	3.28	2.52	3.00	3.40	3.13	1.37	0.93	25.27
AVERAGE IRRIGATION	0.42	0.86	1.73	3.46	3.66	3.34	4.76	3.84	2.22	1.10	1.50	1.10	27.99
DROUGHT IRRIGATION	0.70	1.11	2.12	3.77	4.23	4.11	5.35	4.55	3.01	1.83	1.82	1.32	33.92

ANNUAL SUPPLEMENTAL CROP REQUIREMENT: 33.92 INCHES

ANNUAL SUPPLEMENTAL CROP WATER USE:

33.92 IN X 6.44 AC X 1.3 X 0.02715 MG/AC-IN = 7.71 MG

MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT: 5.35 INCHES

MAXIMUM MONTHLY SUPPLEMENTAL CROP WATER USE:

5.35 IN X 6.44 AC X 1.3 X 0.02715 MG/AC-IN = 1.22 MG

TOTAL ANNUAL DEMAND: 7.71 MG

TOTAL MAXIMUM MONTHLY DEMAND: 1.22 MG

STAFF REPORT DISTRIBUTION LIST

VILLAGE OF NORTH PALM BEACH COMMUNITY CENTER

Application No: 171003-15

Permit No: 50-03878-W

INTERNAL DISTRIBUTION

X Vincent Migliore, P.G.

EXTERNAL DISTRIBUTION

- X Permittee - Village Of North Palm Beach
- X Engr Consultant - Tessier Consulting L L C

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 5 - Ernest Cowan, FDEP
- X Lake Worth Drainage District
- X Lake Worth Drainage District
- X Town of Jupiter Utilities David Brown

Exhibit No:4