## AGENDA KEYSTONE HEIGHTS CITY COUNCIL MEETING 555 S. Lawrence Blvd., Keystone Heights, Florida Monday, March 04, 2024 at 6:00 pm

ANYONE WISHING TO ADDRESS THE CITY COUNCIL REGARDING <u>ANY</u> TOPIC ON THIS EVENING'S AGENDA IS REQUESTED TO COMPLETE A CARD AND RETURN TO THE CITY CLERK. SPEAKERS ARE RESPECTFULLY REQUIRED TO LIMIT THEIR COMMENTS TO THREE (3) MINUTES. THE CITY COUNCIL PROHIBITS THE USE OF CELL PHONES AND PAGERS WHICH EMIT AN AUDIBLE SOUND DURING ALL MEETINGS WITH THE EXCEPTION OF LAW ENFORCEMENT, FIRE AND RESCUE OR HEALTH CARE PROVIDERS ON CALL. PERSONS IN VIOLATION WILL BE REQUESTED TO LEAVE THE MEETING.

## "Please turn off cell phones"

## Invocation led by:

Pledge of Allegiance led by: Charlie Van Zant

## **Roll Call: City Clerk**

## **Public Comments**

## 1. Consent Agenda

- a. Freedom 5K Run Event July 4th, 2024
- b. Charter Amendment for the Keystone Airport Authority
- c. Minutes
  - i. 12/20/23 Special Council Meeting City Manager Application Review
  - ii. 01/18/24 Heritage Commission Meeting
- **d.** Close Beach Property on 4/18/24 from 5 pm to 8 pm

## 2. City Business / Action Items

- **a.** Airport Board Appointments
  - i. Seat 1 Applicants: James Eifert, David Welch and Terri Hall
  - ii. Seat 3 Applicants: Robert Ludwig (current member), James Eifert and David Welch
  - iii. Parks Ordinance Councilman Lewandowski
  - iv. Parks Plan Councilman Lewandowski
  - **v.** Strategic Plan Councilman Lewandowski
  - vi. Christmas Market - Councilman Lewandowski
- **b.** Purchase of 125 E Walker Dr. City Manager
- c. Ordinance for Parcel # 190823-002260-000-00

## 3. Old Business

a. July 4<sup>th</sup> Discussion – Councilman Brown

## 4. Committee Reports/Recommendations

- a. Budget & Finance- Mayor Rodenroth/Councilman Brown
- b. Growth Management- Councilman Hart
- c. Keystone Heights Airport Authority- Airport Manager Craig Coon
- d. Planning & Zoning- City Manager
- e. Heritage Commission- Deirdre Murphy/Kerry Collins
- f. Update on Financial Reports City Manager
- 5. Council Comments

## 6. City Manager Report – Charlie Van Zant

## 7. City Attorney Report – Rich Komando

THE VISTORY AND	55 Keyst	5 South Law one Heights,	one Heights rence Blvd Florida 32656 952.473.5101 Fax		
				Special Event Applica	ation
	]	EVENT PRO	OPERTY	·	
Property Address: 555	S. Lawren	ce Blvd.	Phone: (352) 4	73_4807	
Гах Parcel # <u>С ГТЧ</u>	HALL	Zoning	Land	Use: GOVT	
			ORMATION	· · · · · · · · · · · · · · · · · · ·	
Applicant:	ooper Mer	norial Addres	<sub>ss:</sub> P.O. Box 97	3, KH, FL <i>3</i> 2	.656
Phone: (904) 509	_7697 <sub>Em</sub>	admin	@jordancoop	erscholarship	o, org
	PROPERTY	OWNER I	NFORMATION		
Property Owner: City	of Keyston	e Height	s $_{\text{Phone:}}$ (352)	473 _4807	
Address: 555 S. La					
State:					
Email: assistant@keystoneheights.us and	1 kerryccollins@gmail.co	m			
	ТҮ	PE OF REC	QUEST		
Not to Exceed 3 Days:		Not to	Exceed 45 Days:		
Special Event (city)	property)		Seasonal Sales		
• Othe	r				
	7/4/24		Event Times 6:30	AM <sub>to</sub> 9:30 AM	M
Description of event or i Freedom 5k annual famil	y friendly 5k run a		-	_	
and our country's indep	endence. Proce	eds go towar	d scholarships for gra	duating seniors at I	Keystone
School.					1+3

-





## **REQUIRED INFORMATION**

The following items must accompany your application at the time of submittal. No applications will be reviewed without these attachments.

- General description of request including purpose of event, types of proposed activities, and anticipated attendance
- Insurance Coverage: Evidence by a Certificate of Insurance naming the City of Keystone Heights as additional insured and must provide a Hold Harmless Agreement.

## OR

- □ Notarized permission from property owner
- Security/Crowd Control: Plans to include a detailed description of where the attendees will be located security measures, security personnel, etc. A copy of the notification of event to the Clay Sheriff Department must be included and must have verification or receipt by the sheriff department.
- □ Fire Department Notification Letter: A letter must be attached notifying the local fire department of the event and must verify receipt of the letter by the local fire department.
- □ Conceptual Site Plan (to scale) including property boundaries, access to the site, location of tents or other temporary structures, location of proposed activities, **parking**, signs (in compliance with Article XIX of the LDR), temporary lighting, utilities, generators and other mechanical
- □ Sanitation and Public Health: Plans for sanitation and public health protection including temporary bathroom facilities, inspection of food facilities, drainage, and garbage and litter control. A minimum of three (3) dumpsters must be provided unless otherwise stated by City Council. (Proof of compliance with ADA standards must accompany this application)
- □ Set-up and Take-down: Plans outlining times of set-up and take-down of all event related structures; signage, barricades, tents, vendors, dumpsters/trash receptacles, port-a-potties etc.
- □ Road Closures: Application for State road closures or map and description of city road closure
- □ Meeting set up with City Manager to review event. DATE

Must comply with LFC 101 (life Safety Code); NFPA 1 (National Fire Protection Association); existing ordinances: County Permitting

m Date //24/ Signature of Applicant



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 01/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADD If SUBROGATION IS WAIVED, subject to the te	ITIONAL INSURED, the policy	icy, certain policles	DITIONAL IN may require	SURED provisions or be an endorsement. A state	endors ment o	ed. N
this certificate does not confer rights to the ce	rtificate holder in lieu of such					
PRODUCER		CONTACT Liz Painte				
Insurance Management Group		PHONE (260) 33 (A/C, No, Ext);	8-2434	FAX (A/C, No):	(765) 6	64-0761
12730 Coldwater Rd Ste 103		ADDIREDD.				NAIC #
Fort Wayne						23809
INSURER A :			19445			
Road Runners Club of America/2024 and Its Member Clubs						·
		INSURER D :				
1501 Langston Boulevard, Suite 140		INSURER E :				
Arlington	VA 22209	INSURER F :				
COVERAGES CERTIFICA	TE NUMBER: 2024 \$2M A.I.	Liability		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURA INDICATED. NOTWITHSTANDING ANY REQUIREMEN CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.	T, TERM OR CONDITION OF ANY ( E INSURANCE AFFORDED BY THE LIMITS SHOWN MAY HAVE BEEN UBR	CONTRACT OR OTHER POLICIES DESCRIBEI REDUCED BY PAID CL POLICY EFF	L DOCUMENT \ D HEREIN IS S	MITH RESPECT TO WHICH T	HIS ,	
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				Abuse and Molestation	\$ 500	
				COMBINED SINGLE LIMIT	\$ 2,00	0,000
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DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$	000
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B (\$250 Deductible/Claim)	AID0003450335800	12/31/2023	12/31/2024	AD & Specific Loss	\$2,5	UU .
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACC CERTIFICATE HOLDER IS NAMED AS AN ADDITION INSURED. DATE OF EVENT(S): 07/04/24 Keystone Fertsch, 136 TURTLE BAY LN, Ponte Vedra Beach FL Processed by RMV	AL INSURED AS RESPECTS TO Heights Freedom 5k INSURED	THEIR INTEREST IN	THE OPERAT	IONS OF THE NAMED	ph	
CERTIFICATE HOLDER		CANCELLATION			· · · · ·	
07/04/24 City of Keystone Heights 555 S Lawrence Blvd			DATE THEREO TH THE POLIC			) BEFORE
Keystone Heights	FL 32656		n Le	rry R. Willer		
		l		ACORD CORPORATION	All ria	hts reserved.

The ACORD name and logo are registered marks of ACORD

## FREEDOM 5K, July 4, 2024

## **General Description**

## Please Join us for the Freedom 5k in Keystone Heights, FL

July 4 2024, 8:00 A.M., Keystone Heights, FL, 555 Lawrence Boulevard (City Hall)

## The first 200 finishers receive finisher medals!

## Presented by: Jordan Cooper Memorial Scholarship Fund, a 501(c)(3) nonprofit organization

The 5k run will benefit the Jordan Cooper Memorial Scholarship Fund, an all-volunteer non-profit organization which gives scholarships to Keystone Heights High School graduating seniors. For more information visit the website: jordancooperscholarship.org. The race will be professional chip timed by Florida Race Day.

## General Description:

Keystone Heights, Florida, located in the southwest corner of Clay County, once again prepares for its Independence Day Celebration which includes the Freedom 5k, presented by the Jordan Cooper Memorial Scholarship Fund. Other planned activities for the day include a parade, arts and crafts and food vendors.

Keystone Heights is a small town where family values still abound. Its landscape includes numerous lakes, parks and recreation areas as well as a quaint downtown area where residents shop. The Keystone residents value their community and are active in all areas including schools, sports, churches, library and local events. It's a place for neighbors to meet neighbors, and a town where people from around the world are welcomed as well. The town sits between two main Florida cities, Gainesville to the Southwest and Jacksonville to the Northeast.

Generations of Floridians have raised their children here as well as the many folks who moved here after discovering Clay County's community nestled in beautiful Northeast Florida. The communities are examples of hometown America. We welcome you to join us for a small town celebration in honor of our county and nation, and experience a true local tradition.

## Packet Pickup:

Packets will be available for pick up at City Hall (555 South Lawrence Boulevard, Keystone Heights, FL 32656), July 3rd 5:00-6:30 pm and on race day between 6:30-7:30 am.

## **Timing Chips:**

The race will be timed using a bib chip. Timing will be conducted by Florida Race Day. All runners and walkers must have a race bib with timing chip to participate in the

event. Wheelchairs and strollers are permitted. Bikes, skates, skate shoes, skateboards, and scooters are prohibited.

## Parking:

Parking is available at Community Church, 345 Palmetto Ave SE, (a two block walk from start). PLEASE DO NOT PARK along Lawrence Boulevard, this is where the Start and Finish will be. Map to: 555 South Lawrence Boulevard, Keystone Heights, FL 32656

## Course Map:

The 5k starts and finishes on Lawrence Boulevard in front of City Hall (555 South Lawrence Boulevard, Keystone Heights, FL). This well shaded course winds through the neighborhoods surrounding Keystone Heights Elementary School. Water stations are located at mile 1, 2.25 and the start/finish area. For a map of the course please click the following link <u>HERE</u>.

## Awards:

The top three overall male and female finishers will receive an award. Awards will be based on time. In addition, the top finisher in the following categories will be recognized as well: 12 and under, 13-19, 20-29, 30-39, 40-49, 50-59, 60-69 and over 70 and wheelchair division.

## **Registration:**

\$30 until May 24th

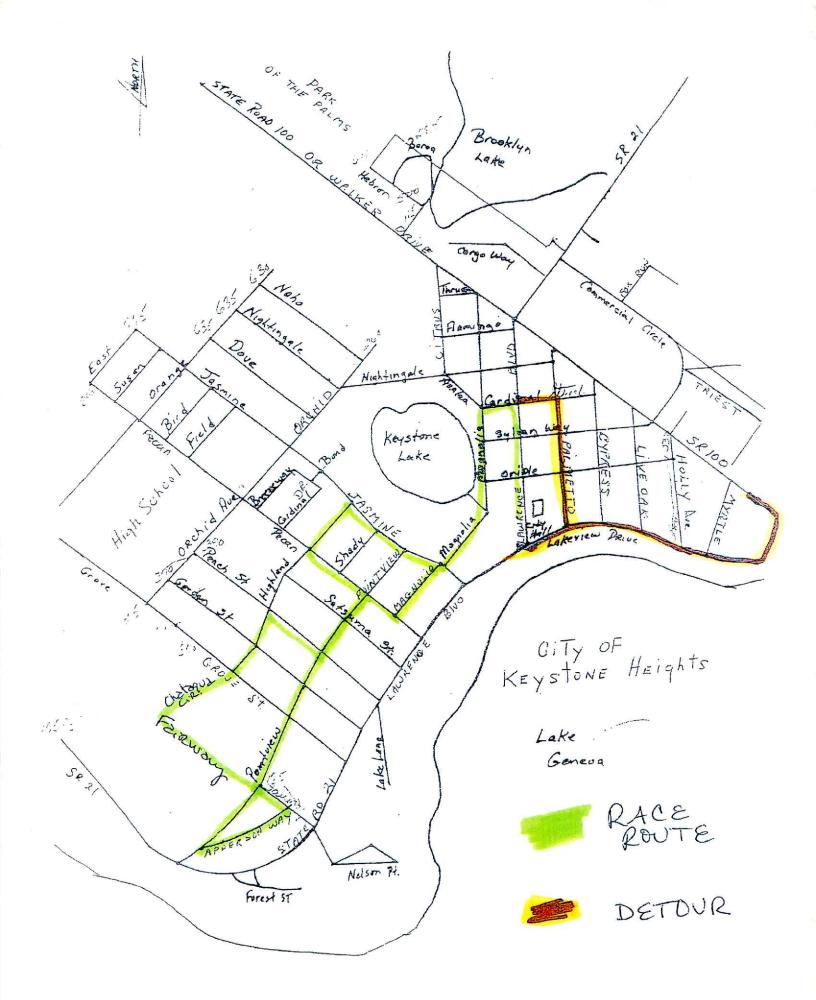
\$35 May 25th - July 3rd

\$45 Day of Race

Race Day Registration (\$45) is available until 7:30 am, card only (t-shirt size is not guaranteed).

Dry fit performance T-shirts are guaranteed to all participants who register prior to June 14th at 5:00 p.m. T-shirt sizes are S, M, L and XL.

You have the option to run the event in memory or honor of a loved one.



## FREEDOM 5K 2022

## ROUTE DIRECTIONS

START: City Hall, 555 Lawrence Blvd., KH, FL 32656

NORTH on SR 21/Lawrence Blvd to Cardinal Street

LEFT on Cardinal Street

LEFT on Magnolia Avenue

**RIGHT on Jasmine Avenue** 

LEFT on Highland Avenue

LEFT on Pecan Street

**RIGHT on Pointview Road** 

**RIGHT on Peach Street** 

LEFT on Highland Avenue

VEER RIGHT on Chataugua Circle

LEFT on Woman's Club Dr./Fairway Drive

RIGHT on Pointview Road

LEFT on Apperson Way SE

LEFT on Fairway Drive

**RIGHT on Pointview Road** 

**RIGHT** on Pecan Street

LEFT on Magnolia Avenue

RIGHT on Sylvan Way

Right on SR 21/Lawrence Blvd

FINISH: City Hall, 555 Lawrence Blvd, KH, FL 32656

## **CITY OF KEYSTONE HEIGHTS, FLORIDA**

## AMENDED ORDINANCE 2023-605

## **BEFORE THE CITY COUNCIL**

AN **ORDINANCE** TO PLACE **PROPOSED** Α AMENDMENT ON THE NEXT GENERAL **ELECTION BALLOT: AMENDING SECTION 38 OF** THE CHARTER FOR THE CITY OF KEYSTONE HEIGHTS, TO REMOVE THE SEAT OF THE FLORIDA NATIONAL GUARD AND ADD A CITY SEAT; PROVIDING FOR AN EFFECTIVE DATE OF **JANUARY 1, 2025.** 

**WHEREAS**, the City Council of the City of Keystone Heights recommends an amendment to Section 38 of the Charter to remove a seat of the Florida National Guard.

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Keystone Heights, Florida:

Section 1. <u>Charter Amended</u>. Section 38 of the Charter for the City of Keystone Heights is amended to read as follows:

ARTICLE XI. - KEYSTONE AIRPORT

Sec. 38. - Airport authority.

There shall be appointed by the city council an airport authority consisting of seven members who shall serve for three year terms. The city council shall choose the members of the authority, upon nomination, by a majority vote. The membership shall be comprised as follows:

(a) Four (4) Five (5) members from the greater Keystone Heights area (defined as a specific geographic area described in an ordinance approved by the city council), one of whom shall be designated the chairperson of the Authority by the Authority membership, subject to confirmation by the city council.

- (b) One member from Bradford County, Florida.
- (c) One member from Clay County, Florida.

## (d) One member from the Florida National Guard.

The city council shall set by ordinance guidelines for the airport authority. The salary for members of the airport authority shall be set by the city council as they shall from time to time prescribe by ordinance. The authority shall be responsible for the day to day operation and administration of the Keystone Heights Airport and shall set procedures and policies necessary for the airport. The airport authority shall submit to the city council a yearly budget for council approval. The manner and form of the budget shall be prescribed by ordinance. Upon a majority vote of the city council any member of the airport authority may be removed. Except as set forth herein, the airport authority shall be the sole governing body responsible for the operation, use and regulation of the airport. The eity airport manager shall present a report on the activities of the airport authority to the city council on a monthly basis. The airport authority shall provide a written report on all material financial and business issues to the city council on a quarterly basis.

Section 2. <u>Submission of Charter Amendment to Public Referendum.</u> This amendment to the Charter of the City of Keystone Heights as set forth in this resolution shall be submitted to public referendum at the next general election held in the City of Keystone Heights for approval or disapproval by the electors of the City.

Section 3. <u>Appearance of Charter Amendment on Ballot.</u> The ballot title to be used in the election shall be as follows: "AMENDING THE AIRPORT AUTHORITY TO REPLACE THE FLORIDA NATIONAL GUARD SEAT WITH A CITY SEAT." The explanatory statement shall be as follows: "This amendment would amend the City Charter to remove the seat of the Florida National Guard and add another seat on the Keystone Heights Airport Authority." Below the ballot shall appear the following question:

Shall the above described amendment be adopted?

YES \_\_\_\_\_ No \_\_\_\_

Section 4. <u>Effective Date</u>. This amendment to the Charter of the City of Keystone Heights as set forth in this resolution shall become effective on January 1, 2025, upon approval of the voters.

**DULY ADOPTED AND APPROVED** this 4<sup>TH</sup> day of March 2024, by the City Council of the City of Keystone Heights, Florida.

## CITY COUNCIL OF KEYSTONE HEIGHTS, FLORIDA

By:

Nina Rodenroth, Mayor

ATTEST:

Charlie Van Zant, City Manager

Form Approved:

Rich Komando, City Attorney

## CIUDAD DE KEYSTONE HEIGHTS, FLORIDA

## ORDENANZA ENMENDADA 2023- 605

## ANTE EL CONCEJO MUNICIPAL

ORDENANZA PARA INTERPONER UNA ENMIENDA PROPUESTA EN LA BOLETA ELECTORAL DE LA PRÓXIMA ELECCIÓN GENERAL; CON LO CUAL SE MODIFICARÁ LA SECCIÓN 38 DE LA CARTA ORGÁNICA DE LA CIUDAD DE KEYSTONE HEIGHTS, A FIN DE ELIMINAR LA SEDE DE LA GUARDIA NACIONAL DE FLORIDA Y AGREGAR UNA SEDE DE LA CIUDAD; SE ESTABLECERÁ COMO FECHA DE ENTRADA EN VIGOR EL 1 DE ENERO DE 2025.

**CONSIDERANDO QUE** el Concejo Municipal de la Ciudad de Keystone Heights recomienda una enmienda a la Sección 38 de la Carta orgánica para eliminar una sede de la Guardia Nacional de Florida.

POR LO TANTO, el Concejo Municipal de la Ciudad de Keystone Heights, Florida ORDENA LO SIGUIENTE:

Sección 1. <u>Carta orgánica enmendada.</u> Que la Sección 38 de la Carta orgánica correspondiente la Ciudad de Keystone Heights se modifique para que rece lo siguiente:

ARTÍCULO XI. - AEROPUERTO DE KEYSTONE

Sección 38. - Autoridad aeroportuaria.

El Concejo Municipal designará una autoridad aeroportuaria compuesta por siete miembros que ejercerán sus funciones durante tres años. El Concejo Municipal elegirá a los miembros de la autoridad, previa nominación, por mayoría de votos. La composición será la siguiente:

 (a) Cuatro (4) Cinco (5) miembros del área metropolitana de Keystone Heights (la cual se define como un área geográfica específica descrita en una ordenanza aprobada por el Concejo Municipal), uno de los cuales será designado presidente de la Autoridad por los miembros de la Autoridad, supeditado a la confirmación del Concejo Municipal.

(b) Un miembro del Condado de Bradford, Florida.

(c) Un miembro del Condado de Clay, Florida.

(d) Un miembro de la Guardia Nacional de Florida.

El Concejo Municipal fijará por ordenanza las pautas de la autoridad aeroportuaria. El Concejo Municipal fijará el sueldo de los miembros de la autoridad aeroportuaria según lo que este prescriba periódicamente mediante ordenanza. La autoridad será responsable del funcionamiento diario y de la administración del aeropuerto de Keystone Heights y establecerá los procedimientos y las políticas necesarios para el aeropuerto. La autoridad aeroportuaria presentará ante el Concejo Municipal un presupuesto anual para su aprobación. El modo y la forma del presupuesto se establecerán por ordenanza. Por mayoría de votos del Concejo Municipal, cualquier miembro de la autoridad aeroportuaria podrá resultar destituido. Salvo lo dispuesto en el presente documento, la autoridad aeroportuaria será el único órgano de gobierno responsable del funcionamiento, el uso y la reglamentación del aeropuerto. El gerente aeroportuario de la ciudad presentará mensualmente ante el Concejo Municipal un informe sobre las actividades de la autoridad aeroportuaria. La autoridad aeroportuaria presentará trimestralmente ante el Concejo Municipal un informe por escrito sobre todas las cuestiones financieras y empresariales de importancia.

Sección 2. <u>Sometimiento a referéndum público de la modificación de la Carta</u> <u>orgánica.</u> Esta enmienda a la Carta orgánica de la Ciudad de Keystone Heights, según se establece en la presente resolución, se someterá a referéndum público en las próximas elecciones generales que se celebren en la Ciudad de Keystone Heights para su aprobación o desaprobación por parte de los electores de la Ciudad. Sección 3. <u>Aparición de la enmienda a la Carta orgánica en la boleta electoral.</u> El título de la boleta electoral que se utilizará en la elección será el siguiente: "MODIFICACIÓN DE LA AUTORIDAD AEROPORTUARIA PARA SUSTITUIR LA SEDE DE LA GUARDIA NACIONAL DE FLORIDA POR UNA SEDE MUNICIPAL". La exposición de motivos será la siguiente: "Esta enmienda modificaría la Carta orgánica de la Ciudad a fin de eliminar la sede de la Guardia Nacional de Florida y agregar otra sede en la Autoridad Aeroportuaria de Keystone Heights". Debajo de la boleta electoral aparecerá la siguiente pregunta:

¿Deberá adoptarse la enmienda antes descrita?

SÍ \_\_\_\_\_ No \_\_\_\_\_

Sección 4. <u>Fecha de entrada en vigor.</u> Esta enmienda a la Carta orgánica de la Ciudad de Keystone Heights, según se establece en la presente resolución, entrará en vigor el 1 de enero de 2025, después de la aprobación de los votantes.

**DICTAMINADA Y APROBADA DEBIDAMENTE** a los 4 días del mes de marzo de 2024, por el Concejo Municipal de la Ciudad de Keystone Heights, Florida.

## CONCEJO MUNICIPAL DE KEYSTONE HEIGHTS, FLORIDA

Firma:

Nina Rodenroth, Alcaldesa

DOY FE:

Charlie Van Zant, Director Municipal

Formulario aprobado:

Rich Komando, Abogado de la Ciudad

## MINUTES KEYSTONE HEIGHTS CITY COUNCIL MEETING 555 S. Lawrence Blvd., Keystone Heights, Florida Wednesday, December 20, 2023 10:00 a.m.

ANYONE WISHING TO ADDRESS THE CITY COUNCIL REGARDING <u>ANY</u> TOPIC ON THIS MORNING'S AGENDA IS REQUESTED TO COMPLETE A CARD AND RETURN TO THE CITY MANAGER. SPEAKERS ARE RESPECTFULLY REQUIRED TO LIMIT THEIR COMMENTS TO THREE (3) MINUTES. THE CITY COUNCIL PROHIBITS THE USE OF CELL PHONES AND PAGERS WHICH EMIT AN AUDIBLE SOUND DURING ALL MEETINGS WITH THE EXCEPTION OF LAW ENFORCEMENT, FIRE AND RESCUE OR HEALTH CARE PROVIDERS ON CALL. PERSONS IN VIOLATION WILL BE REQUESTED TO LEAVE THE MEETING.

## "Please turn off cell phones."

## Call to Order: 10:00 a.m.

**Roll Call: City Manager** – Present: Mayor Nina Rodenroth, Vice Mayor Christine Thompson, Councilman Stephen Hart, Councilman Tony Brown, and Councilman Lewandowski

Staff Present: City Attorney, Mr. Komando; City Manager, Ms. Rutkowski; City Clerk, Mrs. Silva

## 1. Public Comments - None

## 2. City Manager Position

- A. Discussion of Current Applicants
  - i. Council discussed how candidate resumes were reviewed.
  - ii. The Council stated the applicants they are interested in:
    - 1. Mayor Rodenroth: J. Cuneo, S. De Palma, M. Esposito, E. Garner, J. Marshell, J. Shoobridge and C. Van Zant Jr.
    - 2. Councilman Hart: D. Bennett, S. De Palma, E. Garner, J. Marshell, J. Shoobridge and C. Van Zant Jr.
    - 3. Vice Mayor Thompson: S. De Palma, M. Esposito, E. Garner, J. Marshell, J. Shoobridge and C. Van Zant Jr.
    - 4. Councilman Lewandowski: D. Bennett, E. Garner and C. Van Zant Jr.
    - 5. Councilman Brown: S. De Palma, M. Esposito, E. Garner, J. Shoobridge and C. Van Zant Jr.
  - iii. The Council discussed findings on applicants and agreed based on these findings that applicants M. Esposito and S. De Palma will be stricken from the list with the addition of A. Frolka, J. Stepp, B. Welborn and T. Wilson which received no votes.
  - iv. City Manager Rutkowski addressed Council stating that after counting the applicants selected by each council member that the cumulative top three are the following: E. Garner, J. Shoobridge and C. Van Zant Jr.
  - v. Councilman Hart briefly discussed applicant D. Bennett followed by comments from Council and Staff.
  - vi. Mayor Rodenroth briefly discussed applicant J. Marshell followed by comments from Council and Staff.

## Motion made by Councilman Hart and seconded by Councilman Brown to schedule interviews with Elmon Garner, Jeff Shoobridge and Charles Van Zant Jr. Passed 5:0.

- b. Interview Process/Date or Open Application Period Again
  - i. City Manager Rutkowski addressed Council asking when applicants would be interviewed and suggested January 8th, 2024 as a possible interview date.

## Council directed staff to schedule interviews on Wednesday, January 3, 2024 starting at 10am. Interviews will be scheduled in 2 hour blocks.

## Council will submit questions for the applicants to the city manager no later than Friday, December 29th, 2023.

## No further business, meeting adjourned

## Adjourned: 10:55 a.m.



January 18, 2024 - 12:00 PM



- I. **Call to Order:** 12:02 pm by Chair Christine Arnold
  - i. **Roll Call** All present. Chair Christine Arnold, Co-Chair Deirdre Murphy, Co-Chair Kerry Collins, Helen Hersey and Karen Nagel
  - ii. Pledge of Allegiance led by Chair Christine Arnold

## II. Approval of Meeting Minutes:

i. Approval of minutes from November 21, 2023

Co-Chair Murphy stated on page one of the minutes in section 4: the motion should say "to amend" not "to add".

**Co- Chair Collins moved to** approve the minutes with the change requested by Co-Chair Murphy. The motion was seconded by Co-Chair Murphy. **The motion carried 5-0.** 

## III. Old Business:

- i. Co-Chair Collins term expiration
  - City Clerk Silva was directed to get clarification for term expiration dates for terms.
- ii. The Halloween paddleboard event
  - Chair Arnold spoke about a potential paddle board event to take place in Keystone Heights. There needs to be further research done as to how this event would take place.

## Public Comments: Gregory Gay

When you rotate off in two years do you have to remain off or can you reapply immediately? Chair Arnold responded that members do have the ability to re-run immediately after their current term would end.

- iii. Update on the Yesterday's festival to be held on January 27
  - Co-Chair Murphy spoke about the upcoming event.
    - 1. Volunteer forms must be filled out for all participants
    - 2. The gates open at 8am
    - 3. Items needed:
      - a) Long folding table
      - b) Updated Brochures
      - c) Three panel city map
      - d) Sign in / Donation sheet
- iv. Historic oak designation
  - Co-Chair Collins spoke about the Clay County Preservation Board and how to add the oak tree behind the local library to the que to receive a natural plaque and to be protected. She spoke



555 South Lawrence Blvd Keystone Heights, Florida 32656 352.473.4807 Office 352.473.5101 Fax Heritage Commission Agenda January 18, 2024 – 12:00 PM



on the different ways to get the oak tree recognized.

**Co-Chair Collins moved that** the Heritage Commission pursue a historic designation of the oak tree located behind the local library at the nature park in the City of Keystone Heights. The motion was seconded by Karen Nagel. **The motion carried 5-0.** 

v. Plaque for Fort 11 and the City of Keystone Heights

Co-Chair Murphy spoke about placing a plaque at Fort 11 and stated she believes the Commission should move forward with this.

Chair Arnold spoke about the budget in place to pay for this project.

Co-Chair Murphy stated that to move forward the Commission would need to provide a draft of what the plaque would state.

**Co-Chair Collins moved to** purse plaquing for Fort 11 in the nature park through the City of Keystone Heights. The motion was seconded by Co-Chair Murphy. **The motion carried 5-0.** 

Chair Arnold and Co-Chair Murphy discussed a two-sided City plaque.

**Co-Chair Collins moved to** move forward with a double sided plaque for the City of Keystone Heights. One side will contain information about the Lawrence Development Cooperation in 1922 and the other side would be the actual City Cooperation in 1925. The motion was seconded by Karen Nagel. **The motion carried 5-0.** 

## IV. New Business:

- i. Ordering of Centennial flags for 2025
  - Co-Chair Murphy spoke about a Centennial Flag for the 100<sup>th</sup> year celebration of the City of Keystone Heights and what the design might look like.
  - Co-Chair Collins gave a brief description of The Friend's of Keystone Heights to the City Clerk.
- ii. Update on historical information tools:
  - Chair Arnold spoke about updating all information tools with the correct meeting time and date, member names and updating the houses featured in the pamphlet itself.
- iii. Large trifold brochures
  - Chair Arnold stated this will need to be updated in the future.
- iv. Small paper brochures
  - Chair Arnold spoke about updating the paper tri-folds. The City Clerk agreed to update them



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before the upcoming event on January 27th, 2024.

- v. Membership cards and application
  - Chair Arnold stated that the application needs to be updated and also possibly developing a membership card with a QR code linking the card to the Heritage Commission Facebook page.
- vi. Update on walking tour app and Facebook page
  - Chair Arnold spoke with Clay County Tourism about the upcoming walking tour and how they can help with that event. The Heritage Commission will work with them to incorporate our local home tour into their "walking" app.
- vii. Educational field trip planning for 2024
  - Co-Chair Collins spoke about the upcoming 4<sup>th</sup> Grade field trip to City Hall, Library, and other local areas. This event will take place on April 19<sup>th</sup>, 2024. She spoke about having several stations at this year's event, needing members and additional volunteers to run the stations, and having volunteers/chaperones help students cross any roads for safety reasons.

**Helen Hersey** moved to set a limit of \$400.00 to spend on the 4<sup>th</sup> Grade field trip on April 19<sup>th</sup>, 2024. The motion was seconded by Co-Chair Collins. **The motion carried 5-0**.

- Co-Chair Collins suggested a workshop in March to prepare for the upcoming field trip. The date for this workshop would be April 16<sup>th</sup>, 2024.
- viii. Christmas tour of homes planning for 2024
  - Chair Arnold spoke about the historic home walking tour to take place in December of 2024 and the importance of tickets and restrictions for the event. The commission was shown an example of what St. Augustine does for their historic home brochure. She also asked that the Heritage Commission look for outside sponsors to help fund this event. A possible date for this event would be December 21<sup>st</sup>, 2024.
  - Co-Chair Murphy spoke about the Mother's Day home tour and state this would take place on May 11<sup>th</sup>, 2024.

## V. Reports:

- i. Overview of the Historical round table discussion
  - Chair Arnold stated she met with the Tourism Board from Clay County and they are going to be developing a "walking" tour app. The Heritage Commission would need to provide them with any pictures and additional information that the app should include.
- ii. Report on Christmas wreaths
  - Chair Arnold reported that there is only one Christmas Wreath that needs to be returned from Fidelity and she will make an appointment to do so. The other wreaths are available to pick up at Chair Arnold's location.



555 South Lawrence Blvd Keystone Heights, Florida 32656 352.473.4807 Office 352.473.5101 Fax Heritage Commission Agenda January 18, 2024 – 12:00 PM



- iii. Museum proposal • Tabled until next meeting.
- VI. Announcements: i. None.
- VII. **Public Comments:** 
  - i. None.
- VIII. **Future Meetings**:
  - Next meeting scheduled for February 20, 2024, at Keystone Heights City Hall

## Meeting Adjourned: 1:49 PM

www.keystoneheights.us

www.twitter/cityofkeystone www.facebook/keystoneheights



## AIRPORT AUTHORITY BOARD SEAT APPLICATION

Name: James O. Eife	rt			
Primary residential address: 2	208 SE 30	Oth St		
City: Melrose st	ate: FL	Zip: 32666		
Phone: Home:Cel	l:	73		
Email address	otmail.com	1		
Which Keystone Heights Airport	Authority seat are	you applying for?		
In what City/County is your prim	ary residence loca	ted. Melrose/Bradford		
How many years have you been in	n this area?	s tempporarily, < 1 year permanently		
Do you currently own or operate	an aircraft? No			
Never owned private aircraft. Flew fighter airc	craft (AT-38, F-4, F-15) fo	(Give pertinent aviation background) or 30 years in the USAF. Spent 18 years at the . ng in command of that unit from 2009-2013.		
Do you lease property at the Airp				
	nated or completed	in the following areas at Keystone		
Aviation Complex: Not fam	niliar			
Commerce Complex: Not fa	miliar			
Recreation Complex: Not familiar				

1

Why would you like to serve on the Airport Authority? What do you feel your major contribution would be? I want to serve my new community. Since retiring from a 41 year military career and settling on Lake Santa Fe, my knowledge and skills could be of use in the aviation community, locally. As the former Adjutant General of the Florida National Guard i have a strong connection to neighboring Camp Blanding, and good relationships with both state and federal elected officials which could be of use to

the KHAA. i'm excited to bring a new perspective to this board and provide wisdom, experience, and leadership to a vibrant growing local community.

What is your employment and position held? Retired

What has been your main employment background or interest? Military aviation and leadership. I have led Soldiers and Airman at every level, culminating in my 4-year command of the 13,000 strong FLNG.

Do you presently serve on any Governmental Committee? If so, provide name of committee.

No

By signing this application, the applicant affirms that he/she is a qualified elector of their respective County, and is qualified under the Constitution and the Laws of Florida and the KHAA Charter to hold the public office of KHAA Board Member.

By signing this application, the applicant affirms that they have no personal, business or professional relationships with the KHAA, any of its Board Members, Employees or Tenants; except as briefly disclosed below (attach a separate sheet if necessary for full disclosure).

Additional information can be attached to this application.

Please complete and return to the City of Keystone Heights, P O Box 420 or 555 S. Lawrence Blvd, Keystone Heights, Fl 32656, telephone 352-473-4807.

Janes O. Eifert Signature and date James O. Eifert

State of <u>FL</u> County of <u>Clay</u>

The foregoing instrument was acknowledged before me this  $25^{4}$  day of 3024, 2028, by <u>James 0. Eifert</u>, who is personally known to me or <u>have produced their driver license as identification</u>.

otary Public signature

My Comm. Expires Nov 1, 2027 Bonded through National Notary Assn.

Seal

JANIE LLOYD Notary Public - State of Florida Commission # HH 460639

Janie Lløyd Notary printed name Commission expires 11/27

## APPLICATION TO SERVE ON KEYSTONE HEIGHTS AIRPORT AUTHORITY

Name: John David Welch (Dave)

Primary residential address: 79 SE Nelsons Point

City: Keystone Heights State: FL Zip: 32656

Phone: Home: 256-651-3471 Cell: 256-651-3471 Work:

Email address: dwelch151@icloud.com\_\_\_\_\_

Which Keystone Heights Airport Authority seat are you applying for? Charlie VanZant

In what City/County is your primary residence located. Keystone Heights, Clay County\_

How many years have you been in this area? 2-1/2

Do you currently own or operate an aircraft? Yes

Have you owned or operated an aircraft in the past? (Give pertinent aviation background) Private Pilot: <u>Rented Piper J-5, Cherokees, Archers, Cessna 150s and 172s. Built and fly Van's RV-12 (Sport Pilot).</u> <u>Studying for Aviation Ground Instructor certification. Active in Civil Air Patrol.</u>

Do you lease property at the Airport? If so, attach copy of lease? Yes, Hangar E-5

What would you like to see originated or completed in the following areas at Keystone Heights Airport? Please be as specific as possible.

Aviation Complex: <u>I would like to see commercial and general/recreational operations expanded to support the</u> <u>airport growth and general aviation in general. Increased activities will also expand opportunities to stimulate</u> <u>interest particularly among younger people to explore opportunities in aviation.</u>

Commerce Complex: <u>The open spaces around airports seem ideal for light industrial, distribution and similar</u> <u>business use which could support the airport financially as well and fund infrastructure improvements serving the</u> <u>airport and surrounding community</u>.

Timber Management: <u>As much as I support wildlife and their habitat I feel that timbered areas adjoining the</u> airport could be harvested or better managed in a way to reduce wildlife activity and associated risks to airport operations.

Why would you like to serve on the Airport Authority? What do you feel your major contribution would be? <u>I believe my experience as a Defense Contractor supporting Army Aviation and Missile Defense could be helpful as the airport works to expand its operations and services.</u>

What is your employment and position held? Retired

What has been your main employment background or interest? As a DoD Contractor I employed my farm background, engineering and business education/experience to develop all aspects of product support planning (eg. Maintenance, spares, facilities), trade studies, and business case analyses for decision makers in Army Leadership.

Do you presently serve on any Governmental Committee? If so, provide name of committee. No

By signing this application, the applicant affirms that he/she is a qualified elector of their respective County and is qualified under the Constitution and the Laws of Florida and the KHAA Charter to hold the public office of KHAA Board Member.

By signing this application, the applicant affirms that they have no personal, business or professional relationships with the KHAA, any of its Board Members, Employees or Tenants; except as briefly disclosed below (attach a separate sheet if necessary for full disclosure).

Additional information can be attached to this application.

Please complete and return to the City of Keystone Heights, P O Box 420 or 555 §. Lawrence Blvd, Keystone Heights, Fl 32656, telephone 352-473-4807.

Signature and date

Printed name

11

State of Floridg County of Bradfe

Th	e foregoing instrument was acknowledged	before me this <u>17</u> day of <u>Januce</u> , 2024,, who is personally known to me
by	John David Welch	, who is personally known to me
	have produced their driver license as i	

Notary Public signature

Notary printed name Commission expires 112AO

Seal





## AIRPORT AUTHORITY BOARD SEAT APPLICATION

ame: Terri Hall				
Primary residential address: 8594 SE 23rd Avenue				
ity: Starke State: FL Zip: 32091				
hone: Home:Cell: (352) 745-0060 Work: (352) 745-0060				
mail address terri.hall0503@yahoo.com				
Which Keystone Heights Airport Authority seat are you applying for?1				
In what City/County is your primary residence located. Bradford				
How many years have you been in this area? 29 years				
o you currently own or operate an aircraft? <u>No</u>				
Have you owned or operated an aircraft in the past? (Give pertinent aviation background) No				

Do you lease property at the Airport? If so, attach copy of lease? No

What would you like to see originated or completed in the following areas at Keystone Heights Airport? Please be as specific as possible.

Aviation Complex: I am not familiar enough with the facilities to offer any suggestions.

Commerce Complex: <u>I would like to see the facilities promoted and maintained in</u> <u>a manner that would draw other businessess and events.</u>

Recreation Complex: <u>I am not familiar with this complex but I would like to see more</u> and varied recreational uses and more events that would interest citizens locally.

1

Timber Management: <u>As a professional forester and land manager, I would like to see</u> the airport's natural resources properly managed and enhanced.

Why would you like to serve on the Airport Authority? What do you feel your major contribution would be? <u>I live within 1 mile of the airport property so I am interested in the current and future plans for the airport and how they might affect the surrounding</u> <u>community. I feel my major contribution would be utilizing my experience in forest</u> management to explore possibilities for enhancing and protecting the natural resources.

What is your employment and position held? Rayonier Inc. - Senior Resource Land Mgr

What has been your main employment background or interest? Forestry and land mgt.

Do you presently serve on any Governmental Committee? If so, provide name of committee. No

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By signing this application, the applicant affirms that they have no personal, business or professional relationships with the KHAA, any of its Board Members, Employees or Tenants; except as briefly disclosed below (attach a separate sheet if necessary for full disclosure). N/A

Additional information can be attached to this application.

Please complete and return to the City of Keystone Heights, P O Box 420 or 555 S. Lawrence Blvd, Keystone Heights, Fl 32656, telephone 352-473-4807.

all 2/22/24

Signature and date

Terri Hall Printed name

State of Florica County of Cray

2034 The foregoing instrument was acknowledged before me this  $20^{4}$  day of <u>FEB</u>, 2021, by <u>IEVU</u> Dawn Hall, who is personally known to me or <u>v</u> have produced their driver license as identification.

W. .. identificat Notary Public signature 2. Mrial Notary printed name Commission expires Of

## **TERRI DAWN HALL**

(352) 745-0060 terri.hall@rayonier.com https://www.linkedin.com/in/terridawnhall/ Starke, FL 32091

## EXPERIENCE

## Senior Resource Land Manager

. .

RAYONIER FOREST RESOURCES, L.P. Jul 2022 – Present

- Responsible for budgeting and forecasting capital and expenses for Florida offices and 350,000-acre land base.
- Supervised 4 land managers and 1 ranger for 350,000-acre land base.
- Supervised the land management team in all Resource Unit silvicultural operations including site preparation, planting, herbaceous weed control, fertilization, thinning and forest protection from fire and pests.
- Supervised harvest activities and ensured contract compliance and adherence to SFI standards and best management practices.

#### **Resource Land Manager**

RAYONIER FOREST RESOURCES, L.P.

Apr 2008 – Jun 2022

- Planned, implemented, and supervised all silvicultural operations for 60,000 acres in Bradford County, FL, including site preparation, planting, herbaceous weed control, fertilization, thinning, and forest protection from fire and pests.
- Supervised harvest activities and ensured contract compliance and adherence to SFI standards and best management practices Responsible for safety, risk management and environmental compliance programs within area of responsibility.

## **Forest Supervisor**

RAYONIER FOREST RESOURCES, L.P.

Oct 1999 - Apr 2008

- Responsible for land management and administrative activities on approximately 88,000 acres
- Supervised three employees.
- Responsible for overseeing site preparation and planting contractors, logging operations, fire prevention and suppression.

### **District Management Forester/Forest Supervisor**

RAYONIER FOREST RESOURCES, L.P. Feb 1994 – Sep 1999

- Responsible for land management and administrative activities on approximately 33,000 acres.
- Supervised two employees.

## **EDUCATION**

Auburn University 1989 Master of Science - MS, Forest Economics

Auburn University 1985 Bachelor of Science - BS, Forestry Management

#### LICENSES & CERTIFICATIONS

#### **Certified Prescribed Burn Manager**

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER Issued Jan 2022 · Expires Dec 2024 Credential ID 20043471

## **APPLICATION TO SERVE ON KEYSTONE HEIGHTS AIRPORT AUTHORITY**

Name: Robert Ludwig
Primary residential address: 6451 Loch Lommond Dr.
City: Keystone Heights State: FL Zip: 32656
Phone: Home: (352) 473-5641 Cell: (352) 235-2439 Work: N/A
Email address rsludwigjr@bellsouth.net
Which Keystone Heights Airport Authority seat are you applying for? Seat 3
In what City/County is your primary residence located. unincorporated Clay County
How many years have you been in this area? Approximately 31 years
Do you currently own or operate an aircraft? <u>No</u>
Have you owned or operated an aircraft in the past? (Give pertinent aviation background) No, but I have continuously worked at Jacksonville Fire Rescue stations at Cecil Airport, Jacksonville International Airport,
and Jacksonville Executive Airport (formerly known as Craig Airport) for my entire 26 year fire/rescue career.
Do you lease property at the Airport? If so, attach copy of lease? <u>No</u>
What would you like to see originated or completed in the following areas at Keystone Heights Airport? Please be as specific as possible.
Aviation Complex: <u>I would like to ensure the airport is properly managed and staffed.</u> In addition, I would like to see events at the airport better marketed to the surrounding community.
in addition, I would like to see events at the allport better marketed to the surrounding community.
Commerce Complex: I would like to see expanded aeronautical business opportunities at the airport.
Recreation Complex: I would like to be involved in assessing the activities currently taking place on the grounds, and determine other opportunities that we as a Board may be able to bring to the airport in the future.
Timber Management: I would like to assist in protecting the current resources, the timber management process, and land conservation.
Why would you like to serve on the Airport Authority? What do you feel your major contribution would be? As someone who has worked at multiple airports during my 26 year career in Aircraft Rescue Firefighting (ARFF), I have always had a genuine interest in aviation and airport operations.
My contribution would be the airfield and operations knowledge and experience I have obtained. Also, in my first
year on the KHAA Board, I have assisted with the preparation of the Airport Security Plan, and am also currently collaborating
with the Airport Manager to create an Airport Emergency Response Plan for airport staff and local first responding agencies.
What is your employment and position held? Aircraft Rescue Firefighter (ARFF) at Jacksonville Fire-Rescue
What has been your main employment background or interest? Aviation fire fighting and airport

What has been your main employment background or interest? Aviation fire fighting and airport operations

Do you presently serve on any Governmental Committee? If so, provide name of committee.

Currently serving a one-year appointment as KHAA Board Member Seat 3, and seeking a three-year reappointment of this seat.

By signing this application, the applicant affirms that he/she is a qualified elector of their respective County, and is qualified under the Constitution and the Laws of Florida and the KHAA Charter to hold the public office of KHAA Board Member.

By signing this application, the applicant affirms that they have no personal, business or professional relationships with the KHAA, any of its Board Members, Employees or Tenants; except as briefly disclosed below (attach a separate sheet if necessary for full disclosure).

N/A

Additional information can be attached to this application.

Please complete and return to the City of Keystone Heights, P O Box 420 or 555 S. Lawrence Blvd, Keystone Heights, Fl 32656, telephone 352-473-4807.

that S. M. M.

Signature and date

ROBERT G. LUDWIG JR. Printed name

State of Florida County of Bradford

The foregoing instrument was acknowledged before me this 23 day of Februe, 2024, by <u>Robert Ludwig</u>, who is <u>X</u> personally known to me or <u>have produced their driver license as identification.</u>

Cednoa Stacy Wall Notary Public signature Andrea Stacy Wall Notary printed name Commission expires Jice

Seal



# **Keystone Heights**

# We Need a City Strategic Plan

# What is a Strategic Plan?

- A Strategic Plan is:
  - <u>A long-term vision for the future of a city</u>
  - It outlines the city's goals, planned projects to achieve those goals, and metrics to determine success
  - Strategic plans chart the course for a city over a three- to fiveyear period, at the end of which the plans should be reevaluated and refreshed
  - The strategic plan of a city determines what visions you bring to life, and how you intend to do it
- Some cities and counties also have a comprehensive plan
  - The Comprehensive Plan is used to "inform" the Strategic Plan
- Clay County has both a Comprehensive Plan and a Strategic Plan

# Examples



- Board of County Commissioners

Strategic Plan

District 1

District 2

District 3

District 4

District 5

District Voting Maps

**County Governing Documents** 

Frequently Asked Questions

County Manager

2024 BCC Legislative Priorities

BCC Holidays and Hours of Operation

Strategic Plan

overnment > Board of County Commissioners

## Strategic Vision

A community that is thriving, safe, and healthy.

#### Strategic Mission

To provide efficient public services that serve and empower our community.

#### Definitions

Vision: The vision statement of the strategic plan is an ambitious portrayal of the organization's future goals and accomplishments. Furthermore, it provides a blueprint for the ideal state of Clay County in the future.

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**Mission:** The strategic plan's mission statement serves as a directive for employees, citizens, vendors, and other stakeholders by providing a clear purpose and direction. It not only mirrors the organization's vision but also offers a practical and actionable plan of action.

Priorities: Priorities of the strategic plan encompass the County's major areas of responsibility including Community Health and Safety, Economic and Community Development, Infrastructure, Good Governance, and Quality and Balance of Life. These high-level focus categories are crucial to the community's future and are central to its success. Every decision and initiative made by Clay County is guided by these strategic priorities as part of the strategic plan.

Bold Goals: Bold goals are those that are challenging and require significant effort to achieve, but are worth striving for. In Clay County, these goals may necessitate new partnerships, opportunities, and ideas.

Targets: The strategic plan's five-year targets align with each strategic priority and will serve as a clear communication tool for residents and the state regarding the expected measurable under each priority. Achieving these targets will demonstrate accountability, showcase results, and highlight the strength of long-term planning.

Actions: The strategic plan for 2024-2028 outlines specific policy decisions that are aligned with the County's priorities. These actions are designed to provide direction to achieve the overall priorities and achieve the stated priorities and targets.

2040 Comprehensive Plan

COMMUNITY

GOVERNMENT

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BUSINESS

Q

## 🖄 2040 Ex A Future Land Use

2040 Ex B Housing

JNTY, FL

- 2040 Ex C Community Facilities
- 2040 Ex D Conservation
- A 2040 Ex E Intergovernmental Coordination
- A 2040 Ex F Capital Improvements
- 2040 Ex G Transportation
- 2040 Ex H Historic Preservation
- <sup>A</sup> 2040 Ex I Recreation and Open Space
- A 2040 Ex J Economic Development
- A 2040 Ex K Public Schools
- 🖄 2040 Ex L Branan Field
- <sup>A</sup> 2040 Ex M Lake Asbury Master Plan
- <sup>1</sup> 2040 Ex N Property Rights Element

#### Future Land Use Map

The 2040 Comprehensive Plan is intended to be a guide for the future growth of Clay County. It is a "living" document that will respond to changes in the community and will be amended from time to time. Below is a link to tables that summarize the most recent changes to the Comprehension Plan.

# Why Do We Need A Strategic Plan?

- Guides the City Manager, City Clerk, and City Staff
  - Provides both short-term and long-term goals
  - Helps prioritize projects
  - May include a wish list, that becomes very applicable when sudden funding sources become available
- Plans are <u>almost always</u> required for the City to be awarded funding from external agencies
- More detailed plans are usually developed from the strategic plan
  - These are the plans related to specific projects and funding

# What Plans Do We Have?

## Three Plans are Currently in Development

- 1. State Road 100/State Road 21 Interchange
- 2. A "Smart City Master Plan"
- 3. A "Parks Plan"

## What Plans Do We Need?

- 1. City Hall Plan
- 2. City Museum Plan
- 3. Infrastructure Plan
- 4. Other?

# State Road 100/State Road 21 Interchange

Situation

- Traffic Congestion and accidents suggest that the interchange can and should be improved
- The North Florida Transportation Planning Organization (TPO) creates a list of priority projects (and plans) for NE FL
- FDOT picks from the TPO list, and funds selected projects
- <u>Keystone Heights needs a plan</u> to advocate for the funding
- A plan is currently under development

# Smart City Master Plan

### Situation

- The North Florida Transportation Planning Organization (TPO) paid for Keystone Heights to receive a free "Master Plan" based on "Smart City" principles, written by Manzana City Inc.

 This no-cost plan can be completely accepted, completely rejected, or partially accepted, as the City sees fit

# Smart City Principles

# Master Plan Authors (<u>www.manzana.city</u>)

# From the Manzana City Inc. website:

- Smart cities tend to be safer, cleaner, and more equitable, and their services, such as utilities, public transit, and emergency response, tend to provide faster, more responsive services. As a result, cities see an increase in revenue and a better quality of life for their residents.
- But the smart city approach doesn't always deliver for everyone. Manzana<sup>™</sup> exists to change that. Our mission is to enable all towns to improve city services, save operating dollars, and augment workforce gaps in the public sector.

# Manzana "Smart City" Product A Master Plan

### The Master Plan (www.manzana.city)

- Manzana works with communities of all sizes and budgets to develop customized, targeted Smart City Masterplans that capitalize on your local initiatives. Our goal is to develop an actionable approach that you can take to improve city services, save operating dollars, augment a dwindling workforce, and enhance quality of life for all residents. Our step-by-step framework provides guidance and inspiration for your town leaders, policymakers, and community stakeholders to take the first steps toward innovation.
- Manzana City Inc. is working on a "Smart City Master Plan" for Keystone Heights

# Parks Plan

### <u>Our Parks:</u>

- Theme Park (City Hall)
- Beach (aka Geneva Jungle)
- Natural Park (old Keystone Inn property)
- Rails to Trails Trailhead (between CVS & Wendys)
- Azeala Park (on Magnolia behind PNC Bank)
- Sunrise Park/Keystone Heights Recreational Park (behind Hitchcocks)

# Parks Plan

### Plan Purpose:

- Catalog existing amenities
- Assess current conditions of existing amenities
- Develop desired amenities list and locations
- Considerations
  - Restroom access
  - Connectivity (sidewalks, bike paths, parking, etc.)
  - Safety
  - Effects of vandalism
  - Future city growth and associated park needs
  - Nearby county parks
  - What do the citizens want?

## Parks Plan

### Parks Plan Work Effort:

- City Council approved effort to write a parks plan in July 2023
- City Contract Engineers subcontracted work to Manzana City Inc.

# How do we get a Strategic Plan? Options

- 1. Start from Scratch, on our own
- 2. Start from Scratch, hire a facilitator
- 3. Adopt the "Smart Cities Master Plan" as our strategic plan
- 4. Use the Smart Cities Master Plan as a starting point, and create our strategic plan from there (Recommended)

# More Specific Recommendation

- Create an ad hoc "Strategic Plan" working group
- Group members include city staff, citizens, city business leaders (like from the LRBA), city engineer, CCUA, Clay Electric, city council member(s), etc.
- Give the group one year
  - Group collects data on streets, lighting, flooding, traffic, crime, city water, city sewer, expected growth and associated needs, sidewalks, new needs, possible new government building, CRA contributions/limitations, possible DOT help, public/private partnerships, etc.
  - Data is not just numbers from "today" (although these are important), but also citizen wants/desires, as well as infrastructure to support the future
  - Group incorporates parks, possible museum, possible Christmas Market, etc.

Keystone Heights Christmas Market Proposal

# Overview

- Basic Concept/Idea
- Example Market Pictures
- Personal Pictures at German Christmas Markets
- Other example pictures
- Costs/Options
- Possible Approach

# Create a Festive Christmas Gathering Place

Includes: Market vendors, Food vendors, stage for performances

- Kiosks for Vendors to Rent
  - City of Keystone: Buys, Stores, Sets Up, Breaks Down the Stalls/Kiosks
  - Vendors rent the stalls and can lock up goods when not selling
- Community Organizations can sign up to perform holiday music
  - Schools
  - Churches
  - Community Band
- Eddyleisure.com has a nice storable stall/kiosk

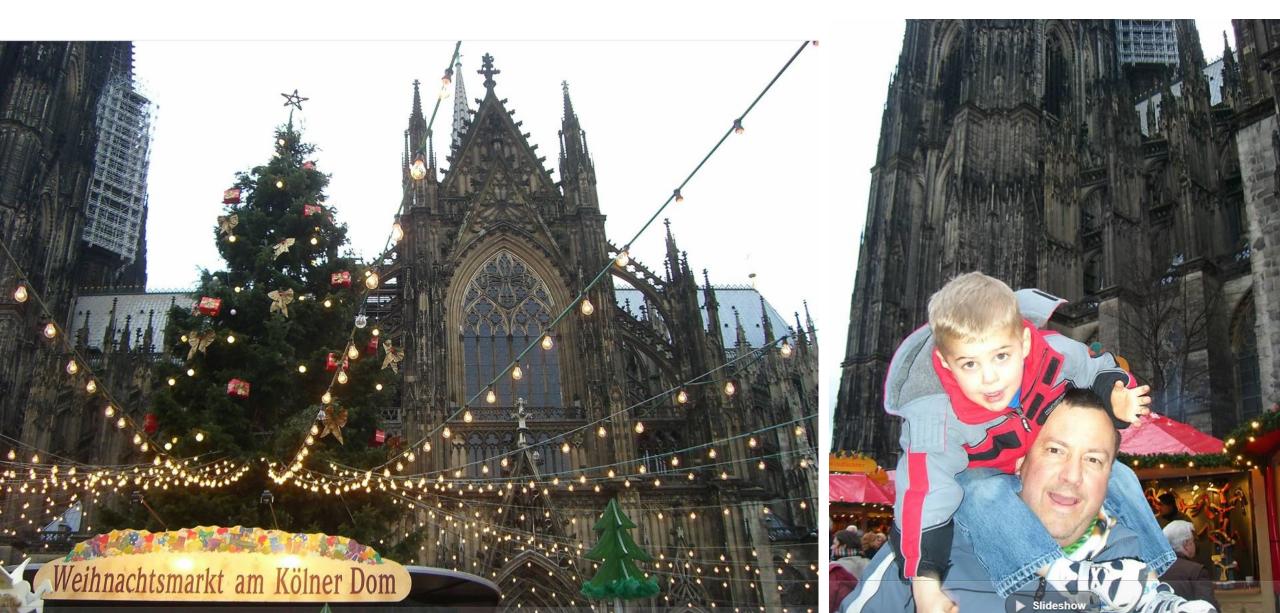
# Heidelberger Weihnachsmarkt, Germany



# Dresden Striezelmarkt, Germany



# Christmas Market at the Cologne Cathedral, Germany





# Chicago ChristKindl Holiday Market



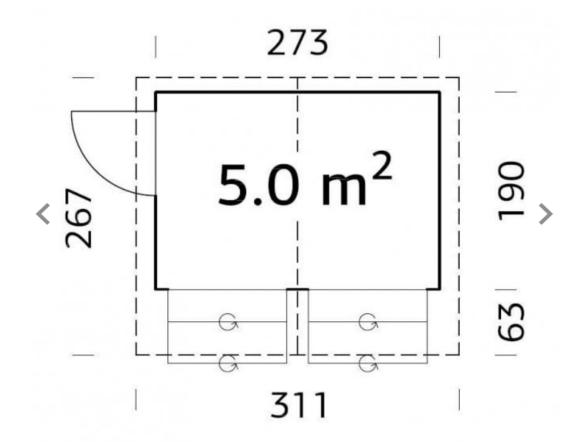
# A Typical Stall, Stand, or Kiosk





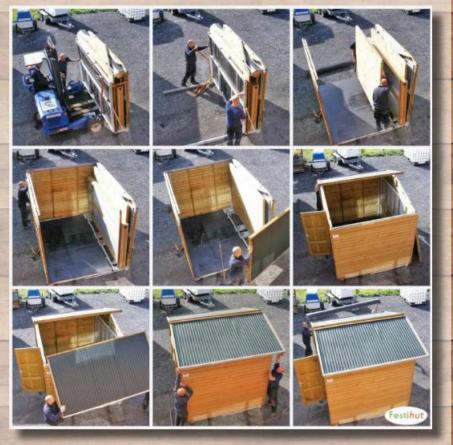








The chalets are easily transported and can be erected within 15 minutes - each unit just clicks together. All chalets are manufactured with built in subfloor and insulated roofing, and are simple to open and close with secure locks and latches.



"Chalet Events have proved to be very efficient, offering high quality, reliable equipment, and excellent service" - Event Reality

# Chalet Events MULTIPURPOSE SOLUTION FOR EVERY EVENT



BROCHURE













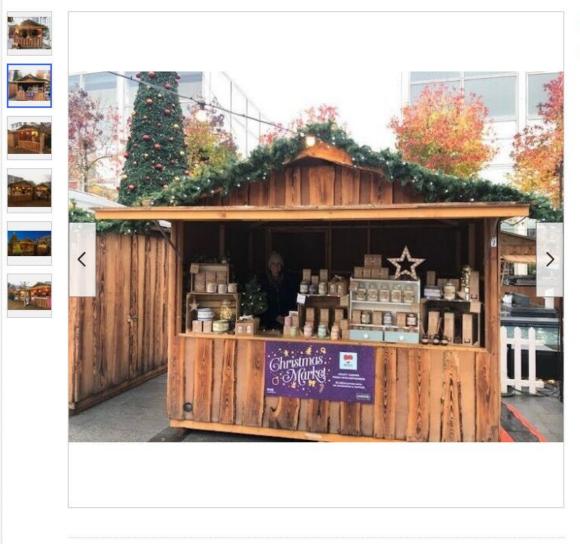
Christmas market huts for sale

e

 $\begin{array}{c|c} \text{Shop by} \\ \text{category} \checkmark & \mathbb{Q} \\ \end{array} \\ \begin{array}{c} \text{Search for anything} \\ \end{array} \end{array}$ 

All Categories

Section 2015 State of the section of



### GERMAN MARKET STALL | PERFECT FOR OUTDOOR EVENTS | 3m x 2.15m

Payments: PayPail C Payl VICA

Condition: Quantity:	New       1     3 available			
Price: 5	22,900.00	Buy it now		
		Add to basket		
Best Offer:		Make offer		
		♥ Watch this item		
Postage:	May not post to United States. Read item description or <u>contact seller</u> for postage options. <u>See details</u> Located in: Hemel Hempstead, United Kingdom			
Delivery:	Varies			
Returns:	No returns accepted. See details			

KAUF AUF RECHNUNG		FACHBERATUNG 069/269153-444, MOFR. 8-19 UHR, SA. 8-16 UHR					111 TAGE RÜCKGABERECHT
HOLZPROFI2	24 Stöbere	n über 13.000 Produ	kten!		0	> Service	
Bodenbeläge	Terrassenbeläge	Garten	Kinderwelt	Wohnwelt	Türen	Sauna	Ratgeber

Holzprofi24.de > Garten ▼ > Gartenbauten ▼ > Marktstände & Zubehör



-23% UVP

Garten

### MARKT- UND VERKAUFSSTÄNDE

Gartenhäuser &



#### Artikel-Nr.: L7150250



Marktstand / Verkaufsstand Mia Marktstand / Verkaufsstand 3 m<sup>2</sup> 13,5 mm...

- B x T x H: 170 x 175,6 x 218 cm
- großes Verkaufsfenster
- ohne Boden





Noel 5,9 m<sup>2</sup> 16 mm...

- B x T x H: 299 x 197 x 249 cm
- großes Verkaufsfenster
- inkl. Boden

Marktstand / Verkaufsstand Stella 5 m<sup>2</sup> 16 mm...

- B x T: 273,2 x 189,4 cm
- inkl. großes Verkaufsfenster + 63 cm Vordach
- inkl. Boden

inkl. Boden

Artikel-Nr.: L7151273

UVP 1.299.00 € 999,00 € Palmako LEMEKS GROUP Inhalt 1 Stück



-31% UVP

UVP 1.059,00 € 849.00€

Cofort verfügbar	Construction of the second of	Cofort verfügbar, inkl. Boden	
Artikel-Nr.: L7151286 ★★★★	Artikel-Nr.: L7151545	Artikel-Nr.: L7151274	
Marktstand / Verkaufsstand Moose 16 mm	Marktstand / Verkaufsstand Claus 19 mm	Marktstand/Verkaufsstand Stella 8,2 m² 16 mm	
<ul> <li>B x T x H: 324,5 x 318,4 x 220 cm</li> <li>6 Verkaufsfenster</li> <li>inkl. Boden</li> </ul>	<ul> <li>B x T x H: 273,8 x 240,8 x 234 cm</li> <li>2 Verkaufsfenster</li> <li>inkl. Boden</li> </ul>	<ul> <li>B x T x H: 323 x 259 x 239 cm</li> <li>großes Verkaufsfenster</li> <li>inkl. Boden</li> </ul>	
UVP <del>2.399,00 €</del> <b>TUINDECO</b> LEADING IN GATOLEY PROCESORS Inhalt 1 Stück	UVP <del>2.599,00 €</del> <b>TUINDECO</b> LEADING IN GANDER MIDDUCTS UVP 2.599,00 € <b>1.899,00 €</b> Inhalt 1 Stück	UVP 2.688,00 € 2.079,00 € Inhalt 1 Stück	

# Possible Sellers of Kiosks

- Palmako Stella (UK)
- Holzprofi 24 (Germany)
- Tuindeco (NL)
- Woodtex (NY)

**Business Details** 

Business Name Woodtex

Phone Number (607) 243-5141

Website www.woodtex.com

Address 3700 Route 14 Himrod, NY 14842 **Typical Job Cost** \$1,500 - 50,000

Followers 64 Followers

# First Draft of a Plan

- For Christmas 2024
  - Buy a few this year (8-10), looking for \$30K to \$50 may cost less
  - Set up in a temporary location
  - Set up for only one or two weekends
- For Christmas 2025 (Centennial) and beyond
  - Integrate into the parks plan for pathways, setup locations, in-ground electrical plug ins, etc.
  - Purchase many (Total of 30+)
  - Make the Market a multi-weekend affair starting on Thanksgiving weekend
    - 4 weekends total

# What do you think?

### CONTRACT BETWEEN

### THE CITY OF KEYSTONE HEIGHTS

### AND

### JOHN C. HIPP CONSTRUCTION EQUIPMENT CO.

### FOR CONTRACT:

#### 2023-2024 Roadway Improvements

### PROJECT NUMBER 171759

This CONTRACT is made and entered into on \_\_\_\_\_\_ ("Effective Date"), by and between the CITY of Keystone Heights, a public body politic and corporate and organized and existing under the Laws of Florida (CITY), whose address is: CITY of Keystone Heights, City Hall 555 S. Lawrence Blvd., Keystone Heights, Florida, 32656 and:

Company Name:John C. Hipp Construction Equipment Co. ("CONTRACTOR")Legal Address:14610 NW 129th TerraceAlachua, FL 32616386-462-2047

who hereby agree as follows:

#### WITNESSETH

WHEREAS, the Contractor has agreed to perform all work as set forth in the Contract Documents; and

WHEREAS, the City Commission of the City of Keystone Heights has determined that there exists the need for such work within the City of Keystone Heights; and

WHEREAS, both parties agree to consolidate the Four Bid Proposals under one contract document; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and Contracts are set forth to which the parties hereto agree as follows:

- 1. The Scope of Work is specifically identified in the Contract Documents, but, in general, consists of the Roadway Improvements identified on the following four city streets, as described in the Four Bid Proposals submitted on 12-28-23.
  - A. Attachment A Beasley Lane Total Bid Price: \$25,011.91

в.	Attachment B	Beam Lane	Total Bid Price: \$33,778.59
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C. Attachment C Naha Street Total Bid Price: \$64,551.00

D. Attachment D Citrus Avenue Total Bid Price: \$77,907.12

Total Bid Price of A through D \$201,248.62

It shall be understood that the Total Bid Price, which is based on the estimated quantities and the unit prices bid, will determine the Contract Amount; however, payment to the Contractor will be based on the actual quantities of items in-place and accepted in accordance with the General Requirements and the payment provisions in the Plans and Specifications for each roadway.

<u>Change Orders.</u> All changes to the plans and specifications or selection of materials shall be submitted in writing by the Owner to the Contractor, and the parties shall agree to any decrease or increase in the Contract Price resulting from the change order. The Contractor shall not be obligated to perform the work covered by a change order unless and until Owner approves the change order. An election by Contractor not to require such written approval or prior payment shall not constitute a waiver of its rights to additional payment or otherwise prejudice its rights to collect such payments.

- 2. The CONTRACTOR agrees, the Work shall be completed in accordance with the specifications as contained in the plans (City of Keystone Heights Invitation to Bid issued **November 2023**). The CITY shall have at all times full opportunity to inspect the materials to be furnished and the Work to be performed under this CONTRACT. Such inspection shall not relieve the CONTRACTOR for the responsibility for proper execution of the Work.
- 3. The CONTRACTOR shall maintain such insurance as specified in the Bid Documents, to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance shall be provided to the CITY prior to the CITY issuing the Notice to Proceed to the CONTRACTOR and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies.
- 4. The CITY reserves the unilateral right to terminate this CONTRACT under the following circumstances:

A. <u>Termination of Convenience</u> – Should the CITY decide to terminate this CONTRACT solely for its convenience, the CITY will notify the CONTRACTOR in writing stating such. The CITY will be obligated to pay the CONTRACTOR only for the Work performed until the effective date of the notice including all materials consumed in the execution of the Work that cannot be returned for credit of future use by the CONTRACTOR. CONTRACTOR shall provide documentation to the satisfaction of the CITY of all claims to be paid due to this termination. The CITY shall not pay the CONTRACTOR for unearned profit resulting from termination of the CONTRACT.

B. <u>Termination of Cause</u> – Should the CITY determine that the Work is insufficient due to quality issues, failure of the CONTRACTOR to meet schedule commitments,

inability to conduct the Work in a professional, workmanlike manner or fail to meet any of the conditions of this CONTRACT, the CITY has the unilateral right, subsequent to the CONTRACTOR'S reasonable attempts to remedy the identified insufficiencies, to terminate this CONTRACT. The CITY shall notify the CONTRACTOR in writing of such termination. The CITY shall pay the CONTRACTOR for all work completed and accepted up until the time of termination. The CITY shall not pay the CONTRACTOR for unearned profit resulting from termination of the CONTRACT.

- 5. Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this CONTRACT as follows: CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers, agents, employees, from and against any and all liability, damages, losses, (whether in contract or tort, including personal injury, accidental death or property damage, and regardless , of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACT in CONTRACTOR'S performance of the CONTRACT.
- 6. The CONTRACTOR agrees and understands that the CONTRACTOR will abide by all Federal, State and Local rules and regulations of all authorities having jurisdiction regarding any aspect of the Work. Florida law shall govern all questions concerning the execution and implementation of this CONTRACT.
- 7. The CONTRACTOR agrees to commence work under this CONTRACT within ten (10) days from the date set forth in the "Notice to Proceed" (NTP) issued by the CITY, to comply with all time schedules, and to fully complete the work in accordance with the following:

A. Work shall be completed within ninety (90) calendar days from commencement of the Work by the CONTRACTOR. Prior to issuance of the Notice to Proceed, a 30calendar-day period will be allowed for procurement of material and equipment. This procurement period shall begin on the date of delivery of the executed contract to the Contractor. No construction work shall be performed during the procurement period. The procurement period may be shortened at the request of the Contractor, in the event that he is able to obtain the materials and equipment in less time.

The aforementioned construction period shall include the time required to perform all the work and to complete all punch list work. The construction period already includes additional time for weather related delays and no additional time shall be granted unless extenuating circumstances outside of normal weather patterns occurs. The City of Keystone Heights reserves the right to assess liquidated damages for all workdays beyond the project duration outlined above at \$1,000.00 per work day. Contractor shall not be responsible for delays arising from lack of access to the project site, weather conditions, unavailability or shortages of materials, untimely furnishing of information by Owner, changes or deletions requested by Owner, obtaining all necessary licenses and permits, labor difficulties, acts of God, warfare, vandalism, sabotage, or any other circumstances beyond the reasonable control of Contractor, and the time period for completing construction shall be extended by the number of days the progress of the work may be delayed by such circumstances.

8. The CONTRACTOR agrees to the following as a part of performing the Scope of Work:

A. Attend meetings with the CITY, as needed,

B. Provide a Work schedule to the CITY at lease 5 (five) calendar days in advance of the work,

C. To work within the hours of 8 AM to 6 PM unless extended if acceptable to the CITY,

- D. Workdays are Monday through Friday, except holidays.
- 9. Where any work is performed by the CONTRACTOR'S own forces or by subcontractors under contract with the CONTRACTOR, the CONTRACTOR shall warrant that all materials and equipment included in such Work shall be new except where indicated otherwise in CONTRACT DOCUMENTS, and that such Work shall be of good quality, free form improper workmanship for a period of one (1) year and defective materials in conformance with the specifications and/or Manufacturer's warranty period, whichever is greater, from the date of substantial acceptance by the CITY. The CONTRACTOR further agrees to correct all work found by the CITY to be defective in material or workmanship or not in conformance with the specifications. Contractor warrants the labor and materials used in performing this agreement for a period of one (1) year from the date of substantial completion. Contractor's warranty excludes coverage for damage caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, normal wear and tear or damage by natural causes. The above stated warranties are in lieu of all other express or implied warranties.
- 10. If the Contractor subcontracts any portion of this Work, the CONTRACTOR shall be fully responsible for the acts or omissions of the subcontractor, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
- 11. In consideration of the foregoing premises, the CITY agrees to pay the CONTRACTOR for all items of work performed and material furnished at the unit prices and under terms of the CONTRACT DOCUMENTS. The CITY will pay the CONTRACTOR, when invoiced, on a net 30 basis and will retain 5% of the invoiced payment. The retention will be paid in full to the CONTRACTOR upon the satisfaction by the CONTRACTOR of the following:
  - A. Obtaining the CITY'S final acceptance of the Work,

- B. The complete delivery of all warranty documentation,
- C. The delivery of a CONTRACTOR'S Affidavit (Release of Lien).
- 12. All notices required to be given to the CITY or CONTRACTOR hereunder shall be sent by (a) registered or certified mail, whereupon notice shall be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, or facsimile transmission, whereupon notice shall be deemed to have been given on the day of delivery. If the day of notice is a Saturday, Sunday, or legal holiday, notice shall be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY shall be made to the CITY at:

The CITY of Keystone Heights Attention: Charlie Van Zant City Hall 555 S. Lawrence Blvd. Keystone Heights, FL 32656 Phone: (352) 473-4807 Fax: (352) 473-5101

or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to the CONTRACTOR hereunder shall be sent to the CONTRACTOR'S address at

John C. Hipp Construction Co. Attention: Virginia Johns P.O. Box 1000 Alachua, FL 32616 Phone: (386)462-2047 Fax: (386) 462-4141 estimating@jchipp.com

or to such an address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices can be made but a formal version of the notice shall also be made as outlined above.

### 13. Miscellaneous.

i) Entire Agreement. This agreement represents the entire agreement. No prior discussions or negotiations shall be enforceable, unless included in this agreement.

ii) Assignment; Amendment or Modification. This agreement is not assignable. Any modification to this agreement shall be made in writing, executed by both parties.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this instrument to be signed and witnessed by their respective dully authorized officials, and shall take effect as of the day and year first above written:

> As To CITY of Keystone Heights

Ву:\_\_\_\_\_

Charles E. Van Zant Jr.

Attest: \_\_\_\_\_

Approved as to form, legality, and execution:

\_\_\_\_

Ву: \_\_\_\_\_

City Attorney, Keystone Heights, FL

As To John C. Hipp Construction Equipment Co.

By: \_\_\_\_\_ Virginia H. Johns President

Attest: \_\_\_\_\_

# **Commercial Contract**

1	1. PARTIES AND PROPERTY: City of Keystone Heights, FL	
2	agrees to buy and Vanta R Patel for Trishool LLC	("Seller")
3	agrees to sell the property at:	
4 5	Street Address: 125 E Walker Dr. Keystone Heights, FL 32656	
6	Legal Description: Lots 9, 10 and 11, Block 6, THE CITY MAP OF KEYSTONE HEIGHTS, according to the plat thereof	as recorded
7	in Plat Book 2, Page 40, Public Records of Clay County, Florida. Parcel Identification Number: 190823-022006-00	00-00
8	and the following Personal Property:	
9 10	(all collectively referred to as the "Property") on the terms and conditions set forth below.	
11	2. PURCHASE PRICE: \$	240,000
12	(a) Deposit held in escrow by: Lake Area Title \$\$	2,500
13	("Escrow Agent") (checks are subject to actual and final collection)	
14	Escrow Agent's address: <u>7404 SR 21, Keystone Heights, FL 32656</u> Phone: <u>352-473-9009</u>	
15 16 17	(b) Additional deposit to be made to Escrow Agent □within days (3 days, if left blank) after completion of Due Diligence Period or □within days after Effective Date\$	
18 19 20	(c) Additional deposit to be made to Escrow Agent □within days (3 days, if left blank) after completion of Due Diligence Period or □within days after Effective Date \$	
21	(d) Total financing (see Paragraph 5)\$\$\$	
22		
23 24 25	<b>(f)</b> All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer. \$	237,500
26 27	For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or u Buyer's written notice of acceptability.	upon delivery of
28 29 30 31 32 33 34 35 36	3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signand Buyer and an executed copy delivered to all parties on or before <u>February 29, 2024</u> will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any conditional days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date last one of the Seller and Buyer has signed or initialed and delivered this offer or the final court. Calendar days will be used when computing time periods, except days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 business day. Time is of the essence in this Contract.	, this offer unter offer will be e on which the nter offer or t time periods of 5 national legal
37 38 39 40	<ul> <li>4. CLOSING DATE AND LOCATION:         <ul> <li>(a) Closing Date: This transaction will be closed on or before March 25, 2024 (Closing precifically extended by other provisions of this Contract. The Closing Date will prevail over all including, but not limited to, Financing and Due Diligence periods. In the event insurance underwr</li> </ul> </li> <li>Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1</li> </ul>	other time periods iting is suspended

- on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after
   the insurance underwriting suspension is lifted.
- (b) Location: Closing will take place in <u>Clay</u> County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

#### 45 **5. THIRD PARTY FINANCING:**

46	BUYER'S OBLIGATION: On or before days (5 days if left blank) after Effective Date, Buyer will apply for third
47	party financing in an amount not to exceed% of the purchase price or \$, with a fixed
48	interest rate not to exceed% per year with an initial variable interest rate not to exceed%, with points or
49	commitment or loan fees not to exceed% of the principal amount, for a term of years, and amortized
50	over years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any 52 lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within davs (45 davs if left 53 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close 54 the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage 55 broker and lender to disclose all such information to Seller and Broker. Buver will notify Seller immediately upon 56 obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable 57 diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left blank) 58 deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. 59 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. 60 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of 61 those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer 62 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and 63 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or 64 before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both 65 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving 66 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use 67 good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction 68 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms 69 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-70 approval letter not a pregualification letter shall be deemed a Loan Approval for purposes of this Contract. 71

72	6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by Statutory warranty
73	deed  special warranty deed  other, free of liens, easements and
74	encumbrances of record or known to <b>Seller</b> , but subject to property taxes for the year of closing; covenants,
75	restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76	matters to which title will be subject)

51

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
 Property as <u>expansion of turning lane for intersection</u>.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent 80 and pay for the title search and closing services. Seller will, at (check one) X Seller's D Buyer's expense and 81 within <u>15</u> days after Effective Date or at least <u>5</u> days before Closing Date deliver to **Buyer** (check one) 82 (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by 83 Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase 84 85 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. □ (ii.) an 86 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. 87 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed 88 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy 89 exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or 90

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

- Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.
- (b) Title Examination: Buver will, within 15 days from receipt of the evidence of title deliver written notice to Seller 93 of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) 94 Buyer delivers proper written notice and Seller cures the defects within 15 days from receipt of the notice 95 96 ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the 97 Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be 98 99 cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days 100 from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. 101
- 102 (c) Survey: (check applicable provisions below)
- (i.) Seller will, within <u>7</u> days from Effective Date, deliver to Buyer copies of prior surveys,
   plans, specifications, and engineering documents, if any, and the following documents relevant to this
   transaction:
- prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
   transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
   date this Contract is terminated.
- 110□ Buyer will, at □ Seller's X Buyer's expense and within the time period allowed to deliver and examine111title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals112encroachments on the Property or that the improvements encroach on the lands of another, □ Buyer will113accept the Property with existing encroachments □ such encroachments will constitute a title defect to be114cured within the Curative Period.
- (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

116 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller 117 makes no warranties other than marketability of title. In the event that the condition of the Property has materially 118 changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a 119 refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required 120 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ 121 (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any 122 defects in the Property. (Check (a) or (b)) 123

(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

X (b) Due Diligence Period: Buyer will, at Buyer's expense and within 25 days from Effective Date ("Due 126 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the 127 term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which 128 Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, 129 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision 130 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, 131 state and regional growth management and comprehensive land use plans; availability of permits, government 132 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground 133 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to 134 Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property 135 is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in 136 137 its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the 138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter 139 the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from 140 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from 141 liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer 142 will not engage in any activity that could result in a mechanic's lien being filed against the Property without 143 Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the 144

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the
 Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a
 result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that
 Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the
 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
 to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any
 business conducted on the Property in the manner operated prior to Contract and will take no action that would
 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting
 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with
 Buyer's consent 

 without Buyer's consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
 the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at
 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
 mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable 166 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each 167 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its 168 contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, 169 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium 170 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if 171 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or 172 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the 173 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the 174 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will 175 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the 176 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the 177 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, 178 mortgages and notes, security agreements, and financing statements. 179

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond
 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date 186 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will 187 pay all installments due and payable on or before the Closing Date, with any installment for any period extending 188 beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the 189 190 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing 191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last 192 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and 193 does not apply to condominium association special assessments. 194

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA,
 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or
 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
 requirement.

**10. ESCROW AGENT: Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive. 202 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the 203 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to 204 Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent 205 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed 206 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator 207 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over 208 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all 209 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate 210 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items 211 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs 212 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs 213 in favor of the prevailing party. 214

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged
 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non complying party specifying the non-compliance. The non-complying party will have <u>5</u> days (5 days if left blank) after
 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable 219 to each other for damages so long as performance or non-performance of the obligation, or the availability of services, 220 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. 221 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual 222 223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the 224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will 225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 226 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other 227 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract. 228

**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
 will be returned in accordance with applicable Florida Laws and regulations.

#### 232 **14. DEFAULT:**

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
 the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby
 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek
 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the
 brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1)
 retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
 specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1)
 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without
 waiving any remedy for Buyer's default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the
 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
 attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
 representing a party will be as effective as if given by or delivered to that party.

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

#### **17. DISCLOSURES:**

- (a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales
   Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
   commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
   owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
   attach to any interest in real property. This lien right cannot be waived before the commission is earned.
- (b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special
   assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
   liens, if any, shall be paid as set forth in Paragraph 9(e).
- (c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
   sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
   exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
   and radon testing may be obtained from your county public health unit.
- (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by
   Section 553.996, Florida Statutes.

#### 266 **18. RISK OF LOSS:**

- (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
   bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
   Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
   Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
   to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
   such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
   the Buyer.
- (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
   right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
   Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
   purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
   closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
   with and assist Buyer in collecting any such award.
- 19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise x is not assignable □ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).
- 285 20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller.
   286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
   287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
   288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
   289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
   290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
   291 construed under Florida law and will not be recorded in any public records.
- 292 21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
   293 licensed real estate Broker other than:

(a) Seller's Broker:	CB Isaac Realty	Tom Germano
· · · · · · · · · · · · · · · · · · ·	(Company Name)	(Licensee)
2518 SR	21, Melrose, FL 32666 904-382-3	3890 tom.germanocbi@outlook.com
	(Address, Telephone, Fax, E-r	
who 🔲 is a single agent 🔀	is a transaction broker 🗌 has no l	prokerage relationship and who will be compensated_ b
	parties pursuant to 🗌 a listing agr	
(b) Buyer's Broker:		
	(Company Name)	(Licensee)
	(Address, Telephone, Fax, E-	mail)
Buyer () () and Se	eller () () acknowledge red	ceipt of a copy of this page, which is Page 6 of 8 Pages.
· · · · · · · · · · · · · · · · · · ·	<u> </u>	

3	who is a single agent X is a transaction broker in has no brokerage relationship and who will Soller's Broker X Seller Buyer is both parties pursuant to in an MLS offer of compensation [	
	<ul> <li>(collectively referred to as "Broker") in connection with any act relating to the Property, including l</li> </ul>	but not limited to
	<ul> <li>(collectively referred to as "Broker") in connection with any act relating to the Property, including l</li> <li>inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and B</li> </ul>	
	indemnify and hold Broker harmless from and against losses, damages, costs and expenses of a	
	<ul> <li>reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compens</li> </ul>	
, )		
	expenses incurred by any third party whom Broker refers, recommends, or retains for or on beha	
	22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attache	d as an addendum to
	this Contract):	
	Arbitration     Seller Warranty     Existing Mor	tgage
	□ Section 1031 Exchange □ Coastal Construction Control Line □ Buyer's Atto	
	Property Inspection and Repair     Flood Area Hazard Zone     Seller's Atto     Seller's Atto	
	□ Seller Representations □ Seller Financing □ Other	
	23. ADDITIONAL TERMS:	
	Seller requests that Buyer pay closing costs for both Seller and Buyer, excluding the commission to Broker.	
	(Approximately \$3,567.50 from Seller and \$299.50 from Buyer for total closing costs of \$3,854.50)	
	Total Closing costs include: Title Charges \$2,125.00, Government Recording and Transfer Charges	<u> </u>
	\$1,717.00 and Additional Settlement Charges \$12.50	<del></del>
		· · · · · · · · · · · · · · · · · · ·
		<b></b>
	THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOO	
	ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER	
	FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT A	
	PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DET	
	EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN	
	<b>REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMI</b>	ENTAL AND OTHER
	ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY	AND THAT ALL
	REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SE	
	REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VE	
	THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONA	
	<b>GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUA</b>	

341 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER				
<b>CONVEYANCES TO FOREIGN BUYERS</b> : Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 202: (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyer who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act. At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.				
,				
Signature of Buyer	Date:			
	Tax ID No.:			
Typed or Printed Name of Buyer)				
Fitle:	Telephone:			
	Date:			
Signature of Buyer				
	Tax ID No.:			
Typed or Printed Name of Buyer)				
Fitle:	Telephone:			
Buyer's Address for purpose of notice				
Facsimile:	Email:			
	Date:			
Signature of Seller)				
Vanta R Patel for Trishool LLC	Tax ID No.:			
Typed or Printed Name of Seller)				
Fitle:	Telephone:			
Signature of Seller)	Date:			
Typed or Printed Name of Seller)				
Fitle:	Telephone:			
Seller's Address for purpose of notice:				
Title:				

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Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

CC-5x Rev. 7/23

# **BDRMP**

Date

12-28-23

# CONTRACTORS BID FORM

CLIENT: CITY OF KEYSTONE HEIGHTS

PROJECT: 2023-2024 ROADWAY IMPROVEMENTS DRMP PROJECT No: 21-0170.007 John C. Hipp Construction Equipment Company P.O. BOX 1000 Alachua, FL 32616

BID Alt	ternative #2	Beasley Lane				
ltem No.	Spec. No.	Item Description	Quantity	Unit	Unit Price	Amount
1	FDOT 101	Mobilization	1	LS	5.683 **	5683.00
2	FDOT 102	Maintenance of Traffic	1	LS	2970?5	2970.25
3	FDOT 110	Silt Fence	145	LF	3.50	507.50
4	FDOT 120	Excavation and Embankment	23	SY	254.00	5842.00
5	FDOT 520	Valley Gutter	38	LF	211.82	5,683.00 2,970.25 507.50 5842.00 8,049.16 196000
.6	FDOT 570	Performance Turl - SOD	70	SY	28.00	196000
						$\Gamma_{\rm eff}^{\rm eff}$ , where $\Gamma_{\rm eff}^{\rm eff}$
					<u> </u>	
				ADD. ALT	. 01 BID TOTAL	25,011.91

Attachment 'A'

# B DRMP

CONTRACTORS BID FORM

# Date

12.28.23

PROJECT: 2023-2024 ROADWAY IMPROVEMENTS

CLIENT: CITY OF KEYSTONE HEIGHTS

DRMP PROJECT No: 21-0170.007

John C. Hipp Construction Equipment Company P.O. BOX 1000 Alachua, FL 32616

BID Alt	ernative #2	-Beam Lane				
ltem No.	Spec. No.	Item Description	Quantity	Unit	Unit Price	Amount
1	FDOT 101	Mobilization	1	LS	7,795°	79500
2	FDOT 102	Maintenance of Traffic		LS	5,540"	5,540.00
3	FDOT 327	Mill of Existing Asphalt Pavements (3/4")	262	SY	32.57	8,533.34
4	FDDT 324	Superpave Asphaltic Concrete, SP 9.5 Fine Mix (Includes Tack Coat and Leveling)	11	TN	1082.75	7,795% 5,540.°° 8,533. <sup>34</sup> 11,910. <sup>25</sup>
Contraction of the second of t				and a second		
				and the first sector assessed to		lan ing dalama gana di kanala ja
				ADD. AL	T. 02 BID TOTAL	33 778 59
		Attachment '	B'		TTA GEOMANNA	55,110.

## DRMP $(\mathbb{R})$

Date

12-28-23

CONTRACTORS BID FORM

CLIENT: CITY OF KEYSTONE HEIGHTS

PROJECT: 2023-2024 ROADWAY IMPROVEMENTS

DRMP PROJECT No: 21-0170.007

John C. Hipp **Construction Equipment Company** P.O. BOX 1000 Alachua, FL 32616

BIDZ	lternative #4	-Naha Street				
				t in the second		
Item No	Spec. No.	Item Description	Quantity	Unit	Unit Price	Amount
1	FDOT 101	Mobilization	1.	LS	14,38000	14,38000
-2	EDOT 102	Maintenance of Traffic	A A T	LS	529600	529600
3	FDOT 327	Milling of Existing Pavements (3/4*)	2920	SY	5,00	14,6000
-4	FDOT 334	Superpaye Asphaltic Doncrete, SP 9.5 Fine ix (Includes Tack Coat and Leveling)	115	ТМ	24500	28,175.00
5	FDOT 711	Thermoplastic Pavement Markings, Final, 24* White (Stop Bar)	10	LF	210.00	14,380°° 5,296°° 14,600°° 28,175.°° 2,100°°
100000000000000000000000000000000000000		ur na ferrar for an anna an ann an ann ann an ann ann a		A Statistical Statisticae Stat		
e entre est be			20196-H929(1999	Sheked Billing		
					And again the states of	
California (				the supervise of		Salad for the state of the
				ADD. AL	T. 04 BID TOTAL	6455100

Attachment 'C'

# **BDRMP**

CONTRACTORS BID FORM

CLIENT: CITY OF KEYSTONE HEIGHTS

PROJECT: 2023-2024 ROADWAY IMPROVEMENTS DRMP PROJECT No: 21-0170.007 John C. Hipp Date Construction Equipment Company ルーンターンろ P.O. BOX 1000 Alachua, FL 32616

BID AI	ternative#3	– Citrus Avenue				
ltem No.	Spec. No.	Item Description	Quantity	Unit	Unit Price	Amount
1	FDOT 101	Mobilization	1	LS	16,13400	16,13400
2	FDOT 102	Maintenance of Traffic		LS	14,168 .0	14,168.00
3	FDOT 327	Milling of Existing Pavement (3/4")	3424	SY	5.40	18,489 60
-4	+FDOT 334	Superpave Asphaltic Concrete, SP 9.5 Fine Mix (Includes Tack Coat and Leveling)	135	TN	200.00	27,000,00
5	FDOT 427	Manhole Adjustment	2	EA	350.00	700.00
-6	FDOT 711	Thermoplastic Pavement Markings, Final, 24" White (Stop Bar)	.32	٤ĽF	14:40	460.80
7	FDOT 711	Thermoplastic Pavement Marking, Final 12" White (Crosswalk)	108	LF	720	777.60
8	FDOT 711	Thermoplastic Pavement Marking, Final, 6" Dbl. Yellow	41	.∖ LF	432	גררן.
				<u>an an a</u>	2000 - 2007 2007 2007 2007 2007 2007 200	erestern graden grad
						er.
			and the second sec	ADD. ALT	. 03 BID TOTAL	77,907.12

Attachment 'D'

#### **CITY OF KEYSTONE HEIGHTS, FLORIDA**

**ORDINANCE 2024 - 605** 

#### **BEFORE THE CITY COUNCIL**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KEYSTONE HEIGHTS, FLORIDA AMENDING THE CITY ZONING MAP BY AMENDING APPROXIMATELY 1.054 ACRES OF REAL PROPERTY OWNED BY GEORGE L. RESTEA, FROM RESIDENTIAL SINGLE FAMILY (RSF) TO GENERAL COMMERCIAL (CG); PROVIDING FINDINGS BY THE CITY COUNCIL; PROVIDING DIRECTIONS FOR RECORDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, the City Council of the City of Keystone Heights, Florida wishes to amend

the City of Keystone Heights Zoning Map; and

WHEREAS, the proposed zoning change is for approximately 1.054 acres of real

property owned by George L. Restea, which is zoned Residential Single Family (RSF); and

WHEREAS, the corresponding parcel identification number is 19-08-23-002260-000-00;

and

WHEREAS, a duly advertised public hearing was conducted on Monday, February 26<sup>th</sup>,

2024, after 5:00 P.M. by the Planning and Zoning Committee of the City of Keystone Heights, Florida; and who provided its recommendations to the City Council of the City of Keystone Heights, Florida; and WHEREAS, the City Council of the City of Keystone Heights, Florida held a duly advertised public hearing on Monday, March 4, 2024, after 5:00 P.M. for the purpose of hearing public comments; and

WHEREAS, the City Council of the City of Keystone Heights, Florida held a duly advertised public hearing on Monday, April 1, 2024, after 5:00 P.M. for the purpose of hearing public comments; and

WHEREAS, the City Council of the City of Keystone Heights, Florida finds that the adoption of this ordinance for the Rezoning, and the reclassification of real property described herein is consistent with the Goals, Objectives, and Policies of the City of Keystone Heights Comprehensive Plan and the Land Development Regulations of the City of Keystone Heights Ordinance Code and is in the best interest of the City of Keystone Heights, Florida and its citizens.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEYSTONE HEIGHTS, FLORIDA:

Section 1. <u>Adoption and Incorporation of Recitals.</u> The City Council of the City of Keystone Heights, Florida hereby adopts the above recitals and incorporates them herein as a part of this ordinance.

Section 2. <u>Property Zoned.</u> The real property described as Parcel "C" in Exhibit "A" is zoned and classified as General Commercial (CG) as defined and classified under the Land Development Regulations, City of Keystone Heights, Florida.

Section 3. <u>Recording of Ordinance.</u> Following approval by the City Council for the City of Keystone Heights, Florida, the City Manager is directed to file the same in the records of the City.

2

Section 4. Effective Date. This ordinance shall become effective upon its adoption by

the City Council.

**DULY APPROVED** on First Reading this 4<sup>TH</sup> day of March 2024, by the City Council of the City of Keystone Heights, Florida.

**DULY APPROVED AND ADOPTED** on Second Reading this 1<sup>st</sup> day of April 2024, by the City Council of the City of Keystone Heights, Florida.

## CITY COUNCIL OF KEYSTONE HEIGHTS, FLORIDA

Nina Rodenroth, Mayor

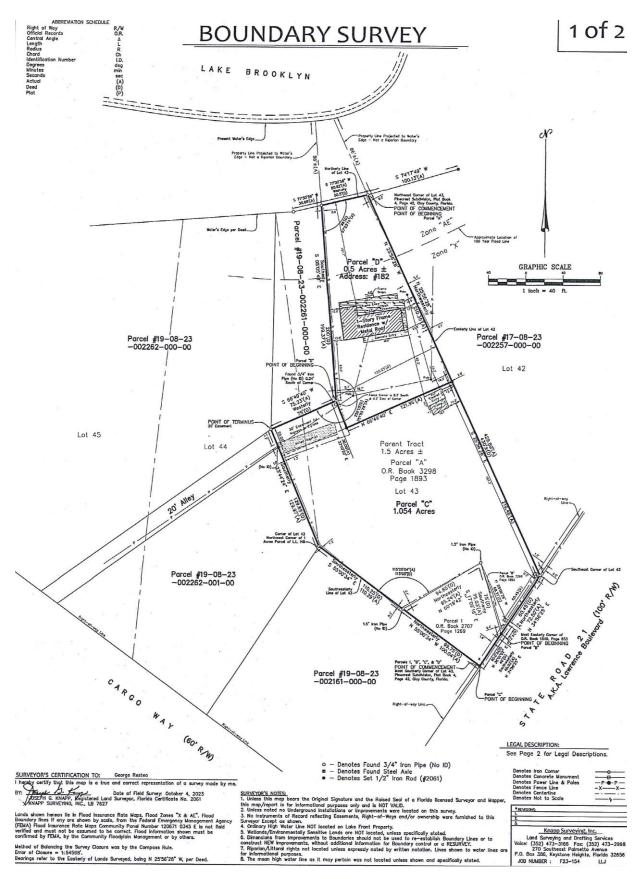
Stephanie Silva, City Clerk

FORM APPROVED:

ATTEST:

Rich Komando, City Attorney

### **EXHIBIT A**





AA

# City of Keystone Heights

555 South Lawrence Blvd Keystone Heights, Florida 32656 352.473.4807 Office 352.473.5101 Fax



Rezoning Application

**Property Information** Property Address: 210 N. Lawrence BWD Phone: ( Tax Parcel # 191823-002260-002 Zoning\_ Weilland Use: C evera B\_Seeking (choose one) Permitted Use for Use by Exception Proposed Zoning COMM Property will be used as COMMERCE be ab W GUR Ro B R Commercia NO Property Owner/Information Locter NPOVED, Property Owner: Same 96) pvs. Address: 1609 03 City Phone: ( 204 1966-1448 Zip Code: 32606. State: Email: **Registered Agent** derito P I hereby appoint: as my agent. Address: 275 BWD City k awrence Florida State: 32656 Zip Code: Phone: (35 Metrisza Tas mpelleri Email: Com EDMER torradama orea Attached Documents 24/19/2 8 Deed Legal Description Survey Site Plan Other (Please List)

www.keystoneheights.us



# City of Keystone Heights 555 South Lawrence Blvd Keystone Heights, Florida 32656 352.473.4807 Office 352.473.5101 Fax

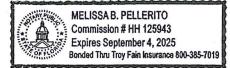


## **Application Certification**

I, hereby, swear to or affirm that I am the owner 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, the requirements in the City of Keystone Heights Code of Ordinances, and Land Development Regulations.

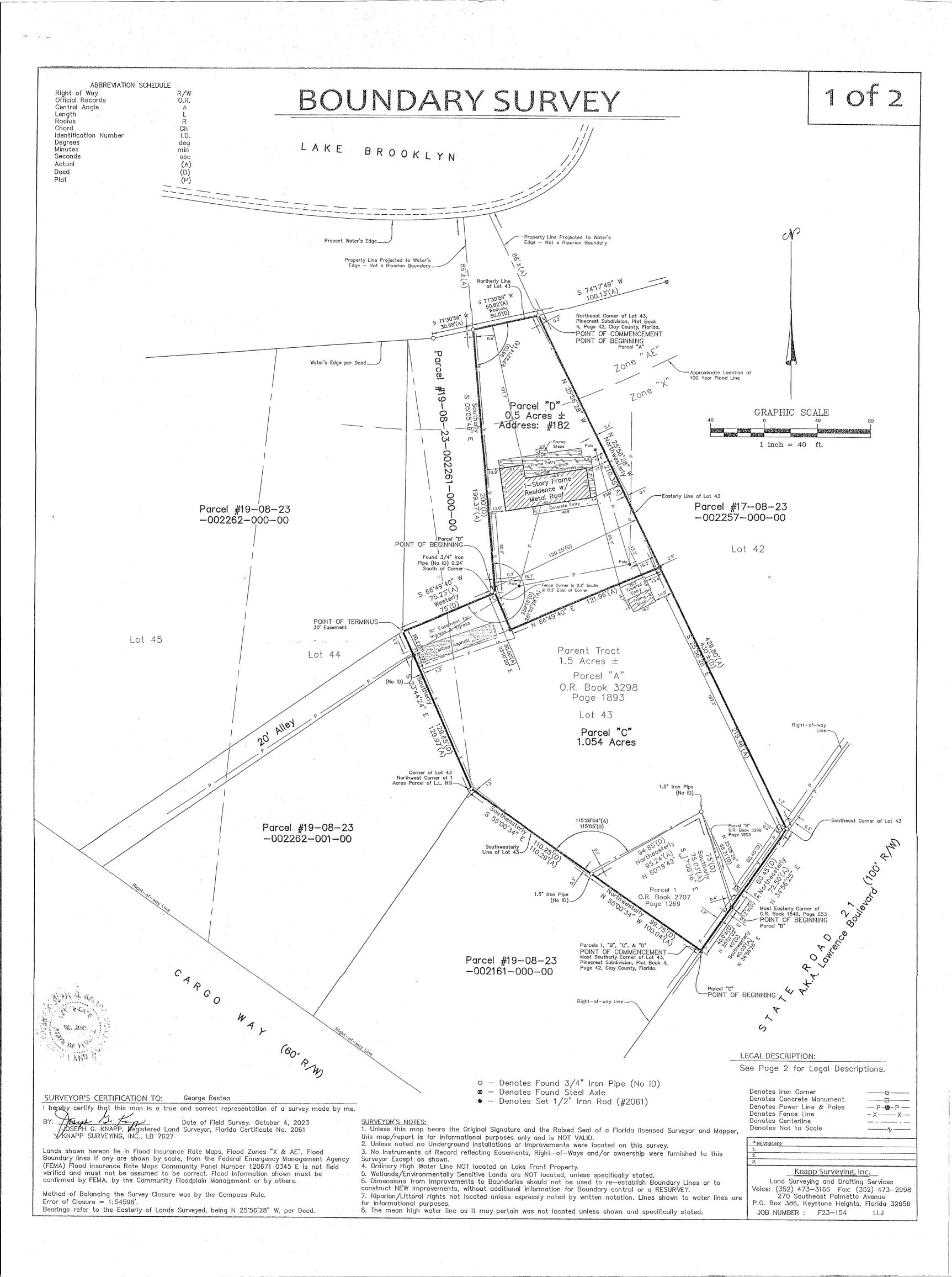
**Owner Signature:** STATE OF FLORIDA COUNTY OF Clau Sworn to (or affirmed) and subscribed before me this day of *fibruary*, 2024 by\_ Or Produced Identification Personally known X Type of Identification Produced

(Signature of Notary Public State of Florida)



(Print, Type, or Stamp Commissioned Name of Notary Public)

www.keystoneheights.us



# BOUNDARY SURVEY

#### LEGAL DESCRIPTION: Parent Tract

A. A part of Lots Forty-Three (43) and Forty-Four (44), Section One (1), PINECREST SUBDIVISION, according to plat thereof recorded in Plat Book 4, Page 42 of the public records of Clay County, Florida, and being more particularly described as follows:

For a Point of Beginning, begin at the Northeast corner of said Lot 43 and run Westerly along the Northerly line of said Lot 43 for a distance of 50.5 feet; thence turn Southerly at an inside angle of 96" for a distance of 200 feet to a point which is 120.25 feet Westerly of the Easterly lot line of Lot 43; thence turn and run Westerly at an angle of 259°15' for a distance of 75 feet; thence run Southerly for a distance of 129.65 feet to the corner of said Lot 43, which is common to the Northwest corner of a one acre parcel owned by L.L. Hill; thence run Southeasterly along the boundary of said Lot 43 for a distance of 110.25 feet: thence turn an inside angle of 115°05' and run Northeasterly for a distance of 94.85 feet; thence run Southerly for a distance of 75 feet to the Northwesterly boundary line of State Road No. 21; thence run Northeasterly along said right of way for a distance of 60.45 feet to the Southeast corner of said Lot 43; thence Northwesterly along the Easterly

boundary line of said Lot 43 for a distance of 430 feet, more or less, to the Point of Beginning.

B. A parcel of land situated in Lot Forty-Three (43) of Section One (1), PINECREST SUBDIVISION, according to plat thereof recorded in Plat Book 4, on Page 42 of the public records of Clay County, Florida: said parcel being more particularly described as follows:

Commence at the most Southerly corner of Lot 43 as shown on said Plat and run North 35°01'02" East, along the Northwesterly right of way line of State Road No. 21, a distance of 40.0 feet more or less to the most Easterly corner of lands described in O.R. Book 1549, on page 653 of the public records and the Point of Beginning; thence continue North 35'01'02" East, along said right of way line, 12 feet more or less to an iron rod lying 60.45 feet, as measured along said right of way from the Southeast corner of said Lot 43; thence run North 25\*06'26" West, 68.21 feet to an iron pipe at the Northerly most corner of said O.R. Book 1549, page 653; thence run Southeasterly along the Easterly line of said lands, 75 feet more or less to the Point of Beginning."

#### Parcel 1

A parcel of land situated in Lot Forty-Three (43) of Section one (1), Pinecrest Subdivision, according to plat thereof recorded in Plat Book 4, on page 42 of the public records of Clay County, Florida, said parcel being more particularly described as follows:

Commence at the most Southerly Corner of Lot 43 as shown on said Plat and run North 35°01'02" East, along the Northwesterly right of way line of State Road No. 21, a distance of 40.0 feet more or less to the most Easterly corner of lands described in o. R. Book 1549, on page 653 of said public records and the Point of Beginning; thence continue North 35°01'02" East, along said right of way line, 12 feet more or less to an iron rod lying 60.45 feet, as measured along said right of way from the Southeast corner of said Lot 43; thence run North 25°06'26" West, 68.21 feet to an iron pipe at the Northerly most corner of said O.R. Book 1549, page 653, thence run Southeasterly along the Easterly line of said lands, 75 feet more or less to the Point of Beginning.

#### LEGAL DESCRIPTION: Written to Match Survey

Parcel "C"

#### LEGAL DESCRIPTION: Written to Match Survey

Parcel "D"

A parcel of land lying in and being a part of Lots 43 and 44, Section 1, Pinecrest Subdivision, according to the plat thereof as recorded in Plat Book 4, Page 42 of the Public Records of Clay County, Florida and being a part of lands as described in Official Records Book 2707, Page 1269 and Official Records Book 3298, Page 1893 of the Public Records of said county; said parcel being more particularly described as follows:

For a Point of Beginning, commence at the most Southerly corner of said Lot 43 and run thence (1) North 55'00'34" West, along the Southwesterly line thereof 100.04 feet to an iron pipe at the Northwest corner of Parcel 1 as described in said O.R. Book 2707, Page 1269; thence continue (2) North 55°00'34" West, along said Southwesterly line 110.29 feet to an iron pipe on the Westerly line of said Lot 43; run thence (3) North 23'44'24" West, along the Westerly line of Parcel "A" of said lands described in O.R. Book 3298, Page 1893 a distance of 129.97 feet to an iron pipe; run thence (4) North 66°49'40" East, along the Northerly line of last said lands 75.23 feet to an iron pipe; run thence (5) South 2310'20" East, perpendicular to last call a distance of 30.00 feet to an iron rod; run thence (6) North 66°49'40" East, parallel to call (4) above 121.96 feet to an iron rod on the Easterly line of said Lot 43; run thence (7) South 25'56'28" East, along the Easterly line thereof 219.46 feet to an iron pipe at the Southeast corner of said Lot 43, said corner lying on the Northwesterly right-of-way line of State Road 21; run thence (8) South 34°56'25" East, along the Northwesterly right-of-way line thereof 72.50 feet to an iron rod; thence continue (9) South 34°56'25" West, along said Northwesterly right-of-way line 40.03 feet to the Point of Beginning and to close.

Subject to a 30.00 foot easement for ingress and egress lying in and being a part of Lots 43 and 44, Section 1, Pinecrest Subdivision, according to the plat thereof as recorded in Plat Book 4, Page 42 of the Public Records of Clay County, Florida and being a part of lands as described in Official Records Book 3298, Page 1893 of the Public Records of said county; said easement lying 30.00 feet right of the following described line:

Commence at the most Southerly corner of said Lot 43 and run thence North 55.00'34" West, along the Southwesterly line thereof 100.04 feet to an iron pipe at the Northwest corner of Parcel 1 as described in said O.R. Book 2707, Page 1269; thence continue North 55°00'34" West, along said Southwesterly line 110.29 feet to an iron pipe on the Westerly line of said Lot 43; run thence North 23'44'24" West, along the Westerly line of Parcel "A" of said lands described in O.R. Book 3298, Page 1893 a distance of 129.97 feet to an iron pipe and the Point of Beginning of this line; run thence (4) North 66'49'40" East, along the 3. ANortherly line of last said lands 75.23 feet to an iron pipe and the Point of Terminus of this Easement Line.

parcel of land lying in and being a part of Lot 43, Section 1, Pinecrest Subdivision, according to the plat thereof as recorded in Plat Book 4, Page 42 of the Public Records of Clay County, Florida and being a part of lands as described in Official Records Book 3298, Page 1893 of the Public Records of said county; said parcel being more particularly described as follows:

2 of 2

Commence at the most Southerly corner of said Lot 43 and run thence North 55.00'34" West, along the Southwesterly line thereof 100.04 feet to an iron pipe at the Northwest corner of Parcel 1 as described in a parcel of land as described in O.R. Book 2707, Page 1269 of said public records; thence continue North 55°00'34" West, along said Southwesterly line 110.29 feet to an iron pipe on the Westerly line of said Lot 43; run thence North 23'44'24" West, along the Westerly line of Parcel "A" of said lands described in O.R. Book 3298, Page 1893 a distance of 129.97 feet to an iron pipe; run thence North 66°49'40" East, along the Northerly line of last said lands 75.23 feet to an iron pipe and the Point of Beginning of this description; From the Point of Beginning thus described run thence (1) South 23'10'20" East, perpendicular to last call a distance of 30.00 feet to an iron rod; run thence (2) North 66'49'40" East, 121.96 feet to an iron rod on the Easterly line of said Lot 43; run thence (3) North 25°56'28" West, along the Easterly line thereof 210.35 feet to an iron pipe at the Northeast corner of said Lot 43; run thence (4) South 77'30'58" West, along the Northerly line thereof 50.82 feet to an iron pipe at a Northwest corner of said Parcel "A"; run thence (5) South 05.05'48" East, along the Westerly line thereof 199.37 feet to an iron pipe and the Point of Beginning and to close.

Together with a 30.00 foot easement for ingress and egress lying in and being a part of Lots 43 and 44, Section 1, Pinecrest Subdivision, according to the plat thereof as recorded in Plat Book 4, Page 42 of the Public Records of Clay County, Florida and being a part of lands as described in Official Records Book 3298, Page 1893 of the Public Records of said county; said easement lying 30.00 feet right of the following described line:

Commence at the most Southerly corner of said Lot 43 and run thence North 55.00'34" West, along the Southwesterly line thereof 100.04 feet to an iron pipe at the Northwest corner of Parcel 1 as described in said O.R. Book 2707, Page 1269; thence continue North 55°00'34" West, along said Southwesterly line 110.29 feet to an iron pipe on the Westerly line of said Lot 43; run thence North 23'44'24" West, along the Westerly line of Parcel "A" of said lands described in O.R. Book 3298, Page 1893 a distance of 129.97 feet to an iron pipe and the Point of Beginning of this line; run thence (4) North 66'49'40" East, along the Northerly line of last said lands 75.23 feet to an iron pipe and the Point of Terminus of this Easement Line.

* SURVEYOR'S CERTIFICATION TO: * I hereby certify that this map is a true and correct representation of a survey made by me BY MULL Date of Field Survey: October 4, 2023 JOSEPH G. KNAPP, Registered Land Surveyor, Florida Certificate No. 2061 KNAPP SURVEYING, INC., LB 7627 Lands shown hereon lie in Flood Insurance Rate Maps, Flood Zones "X & AE". Flood Boundary lines if any are shown by scale, from the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps Community Panel Number 120671 0345 E is not field verified and must not be assumed to be correct. Flood information shown must be confirmed by FEMA, by the Community Floodplain Management or by others. Method of Balancing the Survey Closure was by the Compass Rule. Error of Closure = 1:54598'. Bearings refer to the Easterly of Lands Surveyed, being N 25'56'28" W, per Deed.	<u>SURVEYOR'S NOTES:</u> 1. Unless this map bears the Original Signature and the Raised Seal of a Florida licensed Surveyor and Mapper, this map/report is for informational purposes only and is NOT VALID. 2. Unless noted no Underground Installations or Improvements were located on this survey. 3. No Instruments of Record reflecting Easements, Right—of—Ways and/or ownership were furnished to this	Denotes Iron Corner       O         Denotes Concrete Monument       O         Denotes Power Line & Poles       P - P -         Denotes Fence Line       -X -         Denotes Centerline          Denotes Not to Scale          * REVISIONS:
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## CLAY COUNTY, FLORIDA 2023 REAL ESTATE

European and DIANE HUTCHINGS TAX COLLECTOR -SERVING CLAY COUNTY PO Box 218 Green Cove Springs, FL 32043 (904) 269-6329

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PARCEL NUMBER	ALT KEY	PROPERTY	ADDRESS
190823-002260-000-00	47109	0 N LAWRE	NCE Blvd
	particularia	and and a subsection of the second	e i passi na elemente internet pri esta co
	YEAR	MILL CODE	ESCROW

25659 P3\*\*T127 1 of 1

**RESTEA GEORGE L** 1609 103RD TERRACE NW GAINESVILLE, FL 32606-5584

յինելիրը կերիներին կերիներությունը հետորի կերիրերին հետորու

TOTAL MILLAGE:

PT OF LOT 43 PINECREST 1 AS REC	2
O R 3468 PG 936	

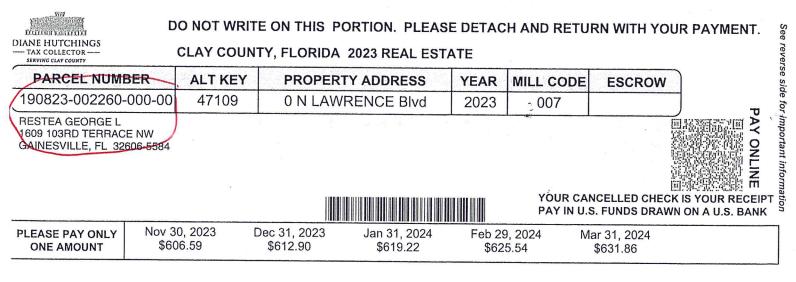
TOTAL AD VALOREM TAXES:

\$631.86

	լլիս լլիրդիս ինիրդիս լիներու 	1111111111111111111	Main	pare	el	
		AD V	ALOREM TAXES			
TAX	NG AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	TAXES LEVIED
C100 S200 410 300	CLAY COUNTY BOCC COUNTY SERVICES FIRE CONTROL MSTU-8 LAW ENFORCEMENT MSTU-4 CLAY COUNTY SCHOOL DISTRICT SCHOOL LOCAL EFFORT SCHOOL CAP OUTLAY SCHOOL DISCRETIONARY SCHOOL DISCRETIONARY VOTED KEYSTONE HEIGHTS CRA ST JOHNS RIVER WATER MANAGEMEN	5.5471 0.5048 2.4014 3.1560 1.5000 0.7480 1.0000 4.2901 0.1793	32,694 32,694 32,694 32,694 32,694 32,694 32,694 32,694 32,694		32,694 32,694 32,694 32,694 32,694 32,694 32,694 32,694 32,694	181.36 -16.50 78.51 103.18 49.04 24.46 32.69 140.26 5.86

NON-AD VALOREM ASSESSMENTS **COMBINED TAXES & ASSESSMENTS:** LEVYING AUTHORITY RATE AMOUNT Nov 30, 2023 \$606.59 The total in each box Dec 31, 2023 \$612.90 already reflects the Jan 31, 2024 \$619.22 discount. Please pay only one amount. See Feb 29, 2024 \$625.54 reverse side for other Mar 31, 2024 \$631.86 instructions TOTAL NON-AD VALOREM ASSESSMENTS:

19.3267



1 00047109 2023 9

### NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS CLAY COUNTY, FLORIDA 2023 REAL ESTATE

# PARCEL NUMBERALT KEYPROPERTY ADDRESS190823-002259-001-00471080 CARGO Way

YEAR

R MILL CODE

007

2023

Prior Year(s) Delinquent Tax Due - Call (904) 269-6329

RESTEA GEORGE & LINDA /PC 1369 RESTEA LINDA P4"T150 1609 103RD TER NW 2012 GAINESVILLE, FL 32606-5584 PT OF LOT 43 PINECREST 1 (IN CITY/CRA)AS REC O R 2289 PG

1502;2492 PG 1132 & 3298 PG 1893 Swall side a deterrid parcel

-		1				
		AD V	ALOREM TAXES			
TAXI	NG AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	TAXES LEVIED
C100	CLAY COUNTY BOCC					
	COUNTY SERVICES	5.5471	3,782		3.782	20.98
	FIRE CONTROL MSTU-8	0.5048	3,782		3.782	1.91
	LAW ENFORCEMENT MSTU-4	2.4014	3,782		3,782	9.08
S200	CLAY COUNTY SCHOOL DISTRICT				0,102	5.00
	SCHOOL LOCAL EFFORT	3.1560	4,000		4,000	12.62
	SCHOOL CAP OUTLAY	1.5000	4,000		4.000	6.00
	SCHOOL DISCRETIONARY	0.7480	4,000		4,000	2.99
	SCHOOL DISCRETIONARY VOTED	1.0000	4,000		4,000	4.00
410	KEYSTONE HEIGHTS CRA	4.2901	3,782		3,782	16.23
300	ST JOHNS RIVER WATER MANAGEMEN	0.1793	3,782		3,782	0.68

TOTAL MILLAGE:

19.3267

TOTAL AD VALOREM TAXES:

\$74.49

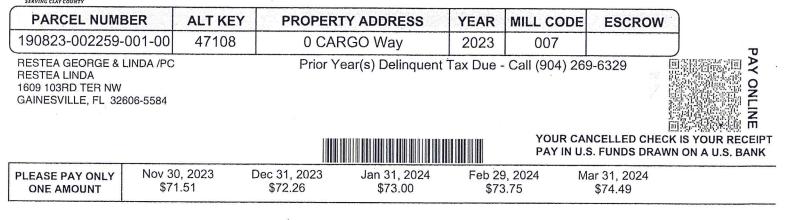
ESCROW

4

NON-AD VALOR	EM ASSESSMENT	S	COMBINED TAXES	& ASSESSMENTS:	
LEVYING AUTHORITY	RATE	AMOUNT		Nov 30, 2023	\$71.51
			The total in each box already reflects the	Dec 31, 2023	\$72.26
			discount. Please pay	Jan 31, 202 <mark>4</mark>	\$73.00
			only one amount. See reverse side for other	Feb 29, 2024	\$73.75
			instructions	Mar 31, 2024	\$74.49
TOTAL NON-AD VALOREM	ASSESSMENTS:			-	

### DO NOT WRITE ON THIS PORTION. PLEASE DETACH AND RETURN WITH YOUR PAYMENT.

CLAY COUNTY, FLORIDA 2023 REAL ESTATE



#### Sec. 17-99. Residential districts.

- (a) Residential single-family (RSF).
  - (1) These districts are intended to provide for single-family residential use. The districts should ordinarily be buffered from areas of substantial industrial, commercial or business development. The districts should be located so as to have available easy access to major transportation routes and governmental services such as schools, fire fighting facilities and water and sewer utilities. This district is intended to implement the goals, objectives and policies of the residential single-family land use category of the city's comprehensive plan.
  - (2) Permitted uses. The uses permitted in this district are as follows:
    - a. Single-family dwellings;
    - b. Accessory uses;
    - c. Outbuildings;
    - d. Mother-in-law suites.
  - (3) Uses by exception. In these districts, uses by exception are as follows:
    - a. Churches;
    - b. Schools;
    - c. Home occupations.
      - d. Bed and breakfast.
  - (4) Minimum lot or site requirements. The minimum requirements for lots and sites in these districts are as follows:
    - a. Lot or site area: 6,500 square feet;
    - b. Lot width: 50 feet;
    - c. Lot depth: 135 feet.
  - (5) *Minimum yard requirements*. The minimum yard requirements in these districts are as follows:
    - a. Front yard: 20 feet;
    - b. Rear yard: 20 feet;

c. Side yard: Five feet; provided that the combined side yards shall not be less than 15 feet.

- (6) Building restrictions. The building restrictions in these districts are:
  - a. Maximum lot coverage: 35 percent;
  - b. Maximum building height: 35 feet.
- (b) Residential general (RG).
  - (1) These districts are intended to provide for single and multiple-family uses and to serve as buffers between low-density single-family residential districts and multi-family, commercial or industrial development. These districts are also intended to provide areas for affordable



# Clay County Property Appraiser's Office

#### **Parcel Summary**

Parcel ID	20-08-23-002183-000-00
Location Address	215 N LAWRENCE Blvd
	Keystone Heights 32656
Brief Tax Description*	PT OF W1/2 OF NW1/4 AS REC O R 2524 PG 1075
	(Note: "The Description above is not to be used on legal documents.)
Property Use Code	VACANT COMMERCIAL (1000)
Sec/Twp/Rng	20/8/23
Tax District	Tax Dist 007
Millage Rate	19.3732
Acreage	1.012
Homestead	No

#### Map



Dr. Restea is asking what needs to be done to Annex?

#### **Owner Information**

RESTEA GEORGE L 1609 103RD TER NW GAINESVILLE FL 32606

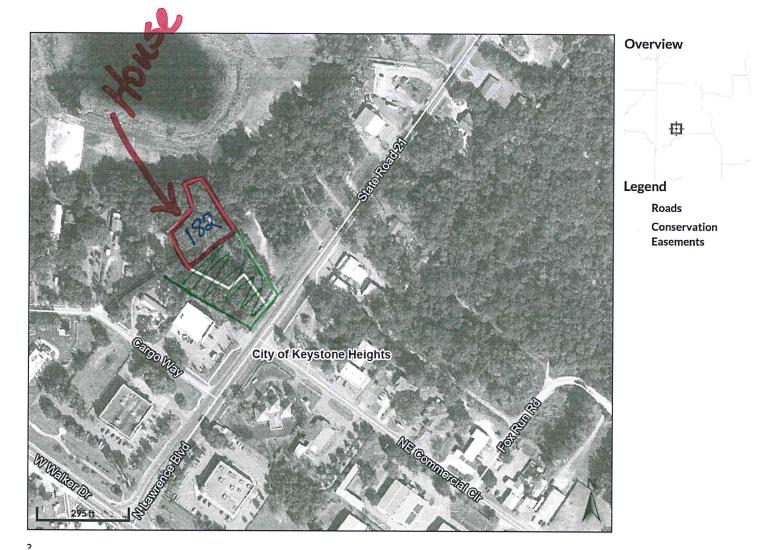
#### Land Information

Land Use				Number	of Units	Unit T	уре	Land Type	Frontage	Depth
Vacant Com	nmercial (10	00)		44,100.0	00	Comm	ercial	Site	210	210
Sales										
Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Transfer Code	Multi-Parcel Sale	Vacant or Improved	Grantor	Grantee
4/26/2005	\$220,000	Warranty Deed	2524	1075	Qualified		No	Vacant	MOYER GROUP THE	RESTEA GEORGE L
10/1/1986	\$142,900	Warranty Deed	<u>989</u>	384	Qualified		No	Improved		

For detailed information on applying the transfer codes, click HERE

Mellerito





Parcel ID 19-08-23-002259-000-00 0.542 Acres Property **Single Family** Class 003 Taxing District

Physical Address Mailing Address 182 CARGO Way **Keystone Heights RESTEA GEORGE &** LINDA /PC 1609 103RD TER NW Last 2 Sales

Price Reason Date 2/25/2008 0 QUAL/DEED EXAMINATION 12/1/2004 \$100 QUAL/CREDIBLE, VERIF/DOC/EVIDEN Q

Qual Q

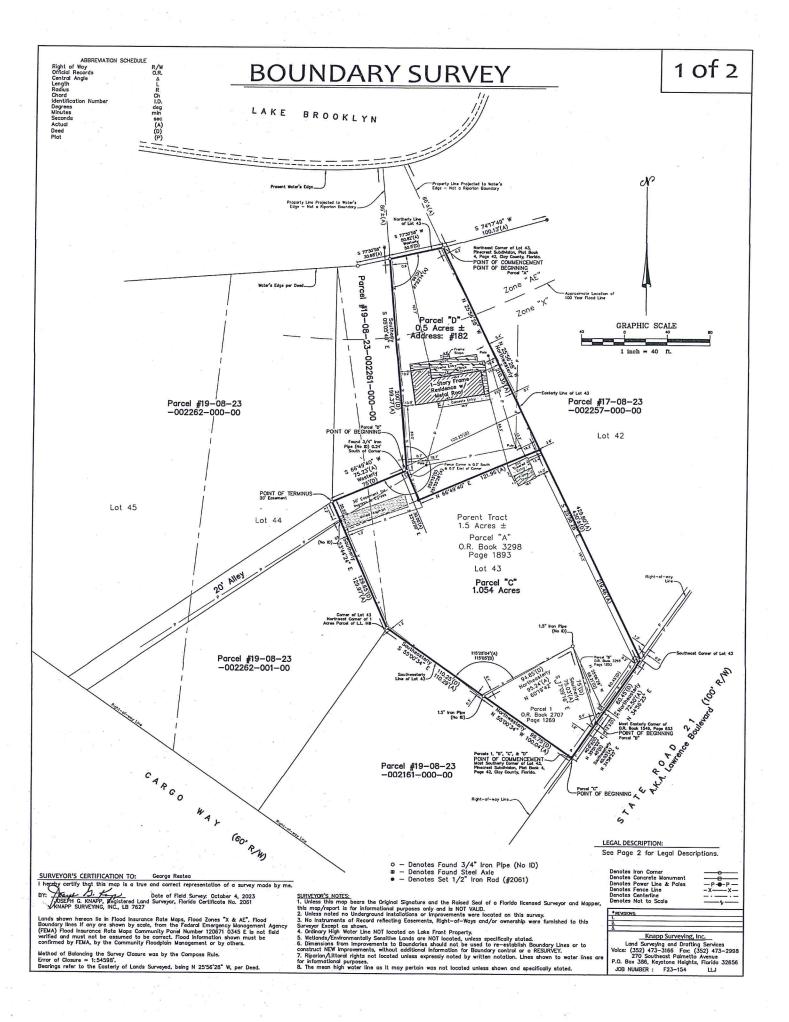
GAINESVILLE, FL 32606 Dr. Restea would like to have

Date created: 6/21/2023 Last Data Uploaded: 6/21/2023 4:37:53 AM

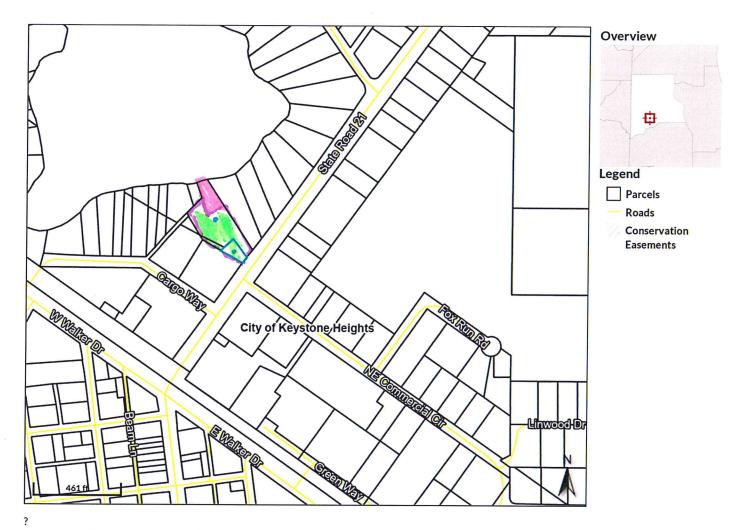
Developed by Schneider

to 6/21/2023 ploaded: 6/21/2023 4:37:53 AM by Schneider howse. Red indicates the property he would like to convey w) the home. Green is indicative of all property he would like to remain/add to connercial zoning.

Mellonto



# Clay County Property Appraiser's Office



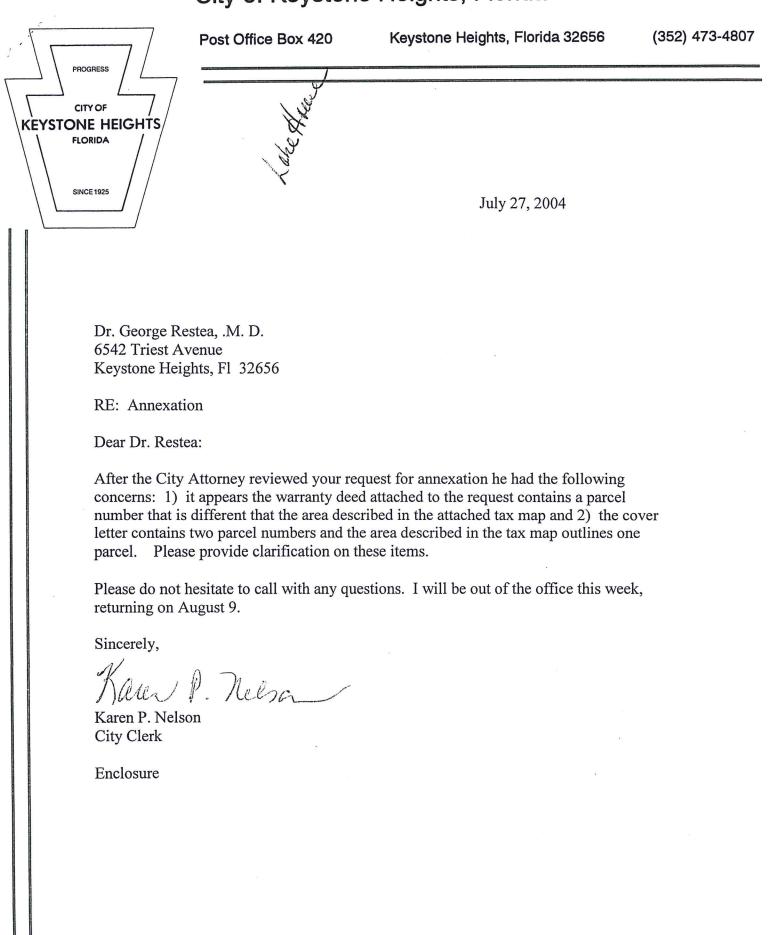
Parcel ID	19-08-23-002260- 000-00	Physical	N LAWRENCE Blvd			Last 2 Sales		_	
		Address	Keystone Heights	Ag Land	\$0	Date	Price	Reason	Qual
Acres	0.117	Mailing	RESTEA GEORGE L	Value		10/19/2012	\$23500	QUAL/DEED	Q
Property	STORES, 1 STORY	Address	1609 103RD	Building	\$16,130			EXAMINATION	
Class			TERRACE NW	Value		12/7/2006	\$100	QUAL/DEED	Q
Taxing	007		GAINESVILLE, FL	Misc Value	\$0			EXAMINATION	
District			32606	Just Value	\$32,694				
				Assessed	\$32,694				
				Value					
				Exempt	\$0				
				Value					
				Taxable	\$32,694				

Value

Date created: 10/27/2023 Last Data Uploaded: 10/27/2023 7:40:15 AM



# City of Keystone Heights, Florida





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Working together to protect public health, conserve our natural resources, and create long-term value for our ratepayers.

## TRANSMITTAL INFORMATION COVER SHEET

Date: December 9, 2011

From: Lynn Valentin

Subject: Recorded Grant of Easement.

COMMENTS:

The enclosed is your copy of the recorded Grant of Easement.

Thank you,

Lynn O. Valentin Contracts Administrator

LOV Enclosure

## **PHYSICIANS CARE PA**

132 E. MADISON ST. STARKE, FL 32091 PH: 904-964-5591 FAX: 904-964-3577

6542 TRIEST AVE KEYSTONE HIGHTS, FL 32656 PH: 352-473-7288 FAX: 352-473-9365

319 W. CALL STREET STARKE, FL 32091 PH: 904-964-6500 FAX: 904-964-9170

÷.

RE: PARCEL # <u>19-08-23-602259-001-00</u> 19-08-23-002259-000-00

DEAR CITY OF KEYSTONE,

I WOULD LIKE TO REQUEST A VOLUNTARY ANNEXATION OF THE PROPERTY I RECENTLY PURCHASED INTO THE CITY OF KEYSTONE HIGHTS. THIS PROPERTY IS LOCATED ON HIGHWAY 21. IF YOU HAVE ANY QUESTIONS REGARDING THIS REQUEST, I CAN BE REACHED AT (904) 219-3620.

SINCERELY,

GEORGE L. RESTEA, M.D.

Cell

Prepared under the direction of, Record and return to: Grady H. Williams, Jr., Esq. c/o Clay County Utility Authority 3176 Old Jennings Road Middleburg, Florida 32068-3907 INSTR # 2011037508 OR BK 3325 Pages 487 - 489 RECORDED 07/25/11 15:27:28 JAMES B. JETT CLERK CIRCUIT COURT CLAY COUNTY DOC STMP-D: \$0.70 DEPUTY CLERK HAMPSHIRET E#2

### **GRANT OF EASEMENT**

(Individual)

Parcel No's: 19-08-23-002259-000-00 & 19-08-23-002259-001-00 Project Name: 182 Cargo Way

THIS INDENTURE, made this <u>day</u> of <u>day</u> of <u>A.D.</u> 2011, BETWEEN GEORGE L. RESTEA, a married adult, dealing with his separate non-homestead property, hereinafter called GRANTORS, whose mailing address is 1609 NW 103<sup>rd</sup> Terrace, Gainesville, FL 32606, and CLAY COUNTY UTILITY AUTHORITY, an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts of 1994, hereinafter called GRANTEE, whose business address is 3176 Old Jennings Road, Middleburg, Florida 32068-3907.

WITNESSETH: That GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the GRANTEE, its successors and assigns forever an unobstructed right-of-way and easement with the right, privilege and authority to said GRANTEE, its successors and assigns, to construct, operate, lay, maintain, improve and/or repair associated equipment for existing and future water, wastewater, and/or reclaimed water utilities, any or all, on, along, over, through, across or under the following described land, situate in Clay County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER, with the right of said GRANTEE, its successors and assigns, of ingress and egress, to and over said above described premises, and for doing anything necessary or useful or convenient or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted. GRANTOR does hereby fully warrant the title to the Grant of Easement described herein, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has hereto set hand and seal the day and year first above written.

Signed and sealed in our presence: Jennifer M. Cron int Nam Stewart Print Name Or

By: (Seal) George L. Restea



X:\Service Availability\Arlene\Developer Agreements\Keystone Heights\AGRKEYSTONEHEIGHTS.GEORGE RESTEA.182 CARGO WAY.SFRW.doc

#### STATE OF FLORIDA COUNTY OF CLAY

....

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2011, by GEORGE L. RESTEA; who is personally known to me or has produced \_\_\_\_\_\_\_\_

Jennifer M. Cron

Print Name: Jenni Notary Public in and for the County and State Aforesaid My Commission Expires:

Notary Public State of Florida Jennifer M Cron My Commission DD956278 Expires 01/27/2014

Accepted on behalf of the Clay County Utility Authority.

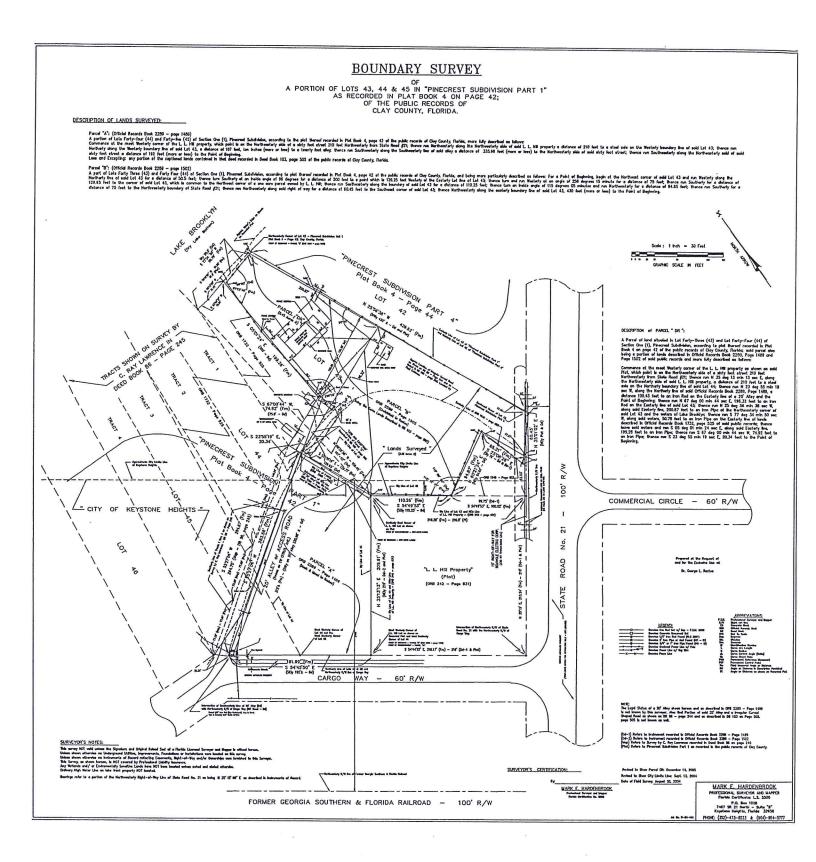
By: Ray O. Avery, Executive Director

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### Parcel No's.: 19-08-23-002259-000-00 & 19-08-23-002259-001-00

#### EXHIBIT "A"

An easement for utilities, covering (1) the area seven and one-half feet (7-1/2') on either side of any gravity wastewater mains 8" in size or larger that is terminated by a manhole at each end, which is 0' - 8' deep; (2) the area twelve and one-half feet (12-1/2') on either side of any gravity wastewater mains 8" in size or larger that is terminated by a manhole at each end, which is 8' - 12' deep; (3) an area fifteen feet (15') on either side of any gravity wastewater mains 8" in size or larger that is terminated by a manhole at each end, which is 8' - 12' deep; (3) an area fifteen feet (15') on either side of any gravity wastewater mains 8" in size or larger that is terminated by a manhole at each end, which is 12' - 15' deep; (4) the area seven and one-half feet (7-1/2') on either side of any water mains located upstream of the downstream side of the potable water meters (including fire hydrants) and upstream of any fire main double detector check valve assemblies; (5) the area seven and one-half feet (7-1/2') on either side of any reclaimed water mains located upstream of the downstream side of the potable water mode of any associated water, wastewater meters; and (6) the area seven and one-half feet (7-1/2') on either side of any reclaimed water mains located and maintained by GRANTEE and are located within the boundary of those lands described and recorded in Official Records Book 2289, page 1502, and Official Records Book 2492, page 1132, of the Public Records of Clay County, Florida, except for any portion of the above described easement that places it under a permanent building.



CITY OF KEYSTONE HEIGHTS OFFICIAL RECEIPT	7721
Keystone Heights, Florida	Feb 07 2024
RECEIVED FROM Dr. Rester Nine Hundred dollars a	DOLLARS \$ 400, dec
FORAmount of Account \$ Amount Paid \$ Balance \$	CITY OF KEYSTONE HEIGHTS
	w_KMB
Cash Check C THANK YOU E	

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