| 19 | **AGENDA ITEM**<br>**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS** |
|---|---|
| | *Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to* BCC Meeting |

**12/1/2026**

**BCC MEETING DATE**

**TO:** **Joy Andrews, County Administrator** **DATE:** **November 16, 2026**

**FROM:** **Laura Dodd, Assistant Director, Risk Mgmt & Benefits** **PHONE:** **904 827-6889**

**SUBJECT OR TITLE:** **Approval of Agreement of Property Damage Release to Settle All Claims in the sum of one hundred and twenty-eight thousand, two hundred and seventy nine 36/100 ($128,279.36) to claimant, Adam Greenburg and the sum of one hundred ninety-nine thousand, seven hundred and forty-two 11/100 ($199,742.11) to claimant, Ed Blake.**

**AGENDA TYPE:** **Consent Agenda, Contract, Resolution**

**BACKGROUND INFORMATION:**

This is the result of County maintenance performed on the sewer system near both homes which resulted in damages to their property on or around October 28, 2025. Florida League of Cities reviewed and adjusted the claims and is providing their additional insurance portion of $150,000.00 to each claimant. This item seeks the approval of the Agreements of Property Damage Release to Settle All Claims in the sum of one hundred and twenty-eight thousand, two hundred and seventy nine 36/100 ($128,279.36) to claimant, Adam Greenburg and the sum of one hundred ninety-nine thousand, seven hundred and forty-two 11/100 ($199,742.11) to claimant, Ed Blake.

**1. IS FUNDING REQUIRED?** Yes **2. IF YES, INDICATE IF BUDGETED.** No

**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**

**INDICATE FUNDING SOURCE:** Utility Services Fund (4444): Utility Fund Reserve-Capital Outlay Reserve (4426-59927)

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2026-_____, approving and accepting the terms, conditions, provisions, and requirements of the agreement for release and settlement of all claims between both Adam Greenburg and Ed Blake and St. Johns County and approving transfer of $328,022 from Utilities Enterprise Fund Reserves to Office of County Attorney for payment of said funds pursuant to the agreement.

**For Administration Use Only:**
**Legal: Lex Taylor 11/20/2026** **OMB: Christopher Thompson 11/20/2026** **Admin: JDD 11/23/2026**

**RESOLUTION NO. 2026-_____**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR, OR DESIGNEE, TO APPROVE AND ACCEPT THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE AGREEMENT FOR RELEASE AND SETTLEMENT OF ALL CLAIMS BETWEEN ADAM GREENBURG, ED BLAKE, AND ST. JOHNS COUNTY; APPROPRIATING FUNDS IN THE AMOUNT OF $128,279.36 FOR ADAM GREENBURG AND OF $199,742.11 FOR ED BLAKE FROM THE UTILITY ENTERPRISE FUND RESERVES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, St. Johns County ("County") Adam Greenburg, and Ed Blake ("Claimants") have reached a mutual agreements property damages that may have occurred related to the maintenance of a sewer line near Claimants' Properties, 622 Miramar Lane, Ponte Vedra Beach, FL 32082 and 624 Miramar Lane, Ponte Vedra Beach, FL 32082 ("Properties"), and

**WHEREAS**, the County staff took responsibility for the damage at the outset of the damage and the League of Cities has reviewed and adjusted the total claims, with the League of Cities ultimately contributing $150,000.00 of additional settlement monies to each of the claimants, and

**WHEREAS**, in order to avoid the expense, delay, and uncertainty of litigation while protecting the public health, safety, and welfare, the parties desire to resolve all claims and to formally memorialize the terms of the settlement in the attached Settlement Agreement attached incorporated herein by reference; and

**WHEREAS**, the County has reviewed the Settlement Agreements and determined that approval Settlement Agreements, and the terms, conditions, provisions, and requirements thereof, is in the best interest of the County.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

**Section 1**. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as findings of fact.

**Section 2**. The Board of County Commissioners hereby approves and authorizes the County Administrator to execute the Settlement Agreements shown in ***Exhibit "A"*** and ***Exhibit "B"*** in substantially the same form attached hereto.

**Section 3**. The Board of County Commissioners hereby approves a General Utility Enterprise Fund transfer in the amount of $328,022 to the Office of the County Attorney and payment of said Funds pursuant to the Settlement Agreements.

**Section 4.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Ann Taylor, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

FLORIDA ASSOCIATION OF COUNTIES TRUST

# PROPERTY DAMAGE RELEASE

Claim Number: GC2025290478-F
Date of Loss: 10/28/2025
Our Member: St. Johns County Board of County Commissioners

The undersigned, Adam Greenburg hereinafter the Releasor(s), for and in for consideration of the sum of $278,279.36 (which includes $57,853.05 already paid by Florida League of Cities, a remaining balance of $92,146.95 to be paid by the Florida League of Cities and $128,279.36 to be paid by St. Johns County Board of County Commissions), do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns, do hereby completely and fully release and discharge the St. Johns County Board of County Commissioners, the Florida League of Cities and the Florida Municipal Insurance Trust and any of their respective employees, agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, hereinafter the Releasees, of and from any and all obligations, liability, responsibility, claims, actions, causes of action, suits, controversies, demands, rights, damages, costs, loss of service, expenses, and compensation, whatsoever, in law or equity, which the undersigned ever had, now have, or which shall or may have on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences there of arising out, of or in any way relating to, the claim, occurrence, and/or action on or about 10/28/2025 at or near 622 Miramar Lane.

It is understood and agreed that this settlement is in full compromise of a disputed claim, and that neither this release nor the payment pursuant to this release shall be construed as an admission of liability.

It is further agreed and understood that the undersigned will protect, indemnify and save harmless the Releasee(s) from any valid claims or liens arising from benefits provided to or on behalf of Releasor(s).

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The undersigned acknowledges that he/she has read this release and understand the terms outlined herein.

Signed this 3rd day of November 2026

Denise Vogelgesang, dvogelgesang@fl-counties.com
SPONSORED BY THE FLORIDA ASSOCIATION OF COUNTIES P.O. BOX 530086, ORLANDO, FL 32853

FLORIDA ASSOCIATION OF COUNTIES TRUST

Adam Greenburg
Printed Name (Releasor)

Signature (Releasor)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

(Affix Notary Stamp or Seal)

_____
Notary Public Signature
Print, Type or Stamp Name of Notary:_____
My commission expires:_____

See attachment

## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On November 3rd, 2026 before me, Deisy Murillo, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Adam Greenburg
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEISY MURILLO
Notary Public - California
Orange County
Commission # 2538539
My Comm. Expires Nov 9, 2029

Signature _____
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Property Damage Release

Document Date: 11.3.26 Number of Pages: 2

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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# PROPERTY DAMAGE RELEASE

Claim Number: GC2025290478-F
Date of Loss: 10/28/2025
Our Member: St. Johns County Board of County Commissioners

The undersigned, Edward Blake hereinafter the Releasor(s), for and in for consideration of the sum of $349,742.11 (which includes $101,669.33 already paid by Florida League of Cities, a remaining balance of $48,330.67 to be paid by the Florida League of Cities and $199,742.11 to be paid by St. Johns County Board of County Commissions), do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns, do hereby completely and fully release and discharge the St. Johns County Board of County Commissioners, the Florida League of Cities and the Florida Municipal Insurance Trust and any of their respective employees, agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, hereinafter the Releasees, of and from any and all obligations, liability, responsibility, claims, actions, causes of action, suits, controversies, demands, rights, damages, costs, loss of service, expenses, and compensation, whatsoever, in law or equity, which the undersigned ever had, now have, or which shall or may have on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences there of arising out, of or in any way relating to, the claim, occurrence, and/or action on or about 10/28/2025 at or near 624 Miramar Lane.

It is understood and agreed that this settlement is in full compromise of a disputed claim, and that neither this release nor the payment pursuant to this release shall be construed as an admission of liability.

It is further agreed and understood that the undersigned will protect, indemnify and save harmless the Releasee(s) from any valid claims or liens arising from benefits provided to or on behalf of Releasor(s).

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The undersigned acknowledges that he/she has read this release and understand the terms outlined herein.

Signed this 2nd day of November, 2026

Edward Blake
Printed Name (Releasor)

Signature (Releasor)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____

My commission expires:_____

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On 11/02/2026 before me, Sima Ghaemmaghami (Notary public)
*Date* *Here Insert Name and Title of the Officer*

personally appeared Edward C Blake
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SIMA GHAEMMAGHAMI
Notary Public - California
Orange County
Commission # 2536386
My Comm. Expires Oct 23, 2029

*Place Notary Seal and/or Stamp Above*

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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# ST. JOHNS COUNTY
## RISK MANAGEMENT DEPARTMENT
500 San Sebastian View
St. Augustine, Florida 32084
904.827.6886 phone
904.827.6887 fax


## MEMORANDUM

**To:** St. Johns County Board of County Commissioners

**From:** Laura Dodd, Assistant Director, Risk Management & Benefits

**Subject:** Property Damage Settlement – Sewer Backup Claims (622 & 624 Miramar Lane)

**Date:** November 18, 2026

**Background**

Around 10-11 pm on the evening of October 28, 2025, St. Johns County Utilities crews were clearing a blockage in the sewer trunk line in front of 622 and 624 Miramar Lane in Ponte Vedra. Unfortunately, the operation caused raw sewage to surge into both single-story homes through toilets, sinks, and floor drains. Both residences sustained extensive contamination, were rendered uninhabitable, and required full interior rebuilds from the slab upward. Overall, St. Johns County Utilities accepted liability for the incident. These accidents are extremely rare. A number of factors exacerbated the failure; the residences in this area did not have clean-outs and the infrastructure (manholes) were very shallow. Utilities has taken steps to ensure this incident will not occur again.

**Resolution Process**

Over the past 12 months, Risk Management coordinated directly with the two homeowners (Adam Greenburg at 622 Miramar Lane and Ed Blake at 624 Miramar Lane) and the Florida League of Cities (claims administrator for FACT). Weekly check-ins were held, all repair receipts and invoices were collected by the homeowners, and every cost was fully reviewed and verified by the League. The homeowners chose not to involve personal insurance carriers or retain legal counsel. The County likewise resolved the claims without outside attorneys. This direct approach significantly reduced overall costs to the County.

**Final Settlement Amounts**

Under Florida sovereign immunity, the County's aggregate exposure for these related claims is limited to $300,000 ($150,000 per claim), which will be paid by FACT through the Florida League of Cities. Amounts above that limit are the County's responsibility:

- **Adam Greenburg (622 Miramar Lane)**
  Total repair costs: $278,279.36
  Insurance (FACT/League): $150,000.00
  **County portion: $128,279.36**

- **Ed Blake (624 Miramar Lane)**
  Total repair costs: $349,742.11
  Insurance (FACT/League): $150,000.00
  **County portion: $199,742.11**

**Total County financial responsibility: $328,021.47**

One settlement release will be executed with each claimant covering the County's portion. No payment will be issued until the signed releases are received.

**Recommendation**
Staff recommends that the Board approve the County's portions of the settlements ($128,279.36 for Greenburg and $199,742.11 for Blake) and authorize execution of the two County settlement releases. This action will close a year-long claim, provide final reimbursement to the affected homeowners, and conclude the matter without further delay or litigation expense.