

AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Owner", hereby contracts with IVEY, HARRIS, AND WALLS, INC., a firm authorized to do business in the State of Florida, whose business address is 631 SOUTH ORLANDO AVENUE, SUITE 200, WINTER PARK, FLORIDA 32789; hereinafter referred to as "IH&W"; for planning services for the Yulee Area Master Incremental Development of Regional Impact (DRI).

W I T N E S S E T H:

WHEREAS, IH&W has done preliminary planning services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the County hereby engages IH&W for the necessary planning services for developing a Corridor Master Plan for the State Road 200/A1A corridor.

CORRIDOR MASTER PLAN

Background and Understanding of the Assignment: In light of the County's stated strong interest in preserving the carrying capacity of the State Road 2100/A1A Corridor for hurricane evacuation and regional commerce purposes, this corridor master plan proposal is focused on identifying those regulatory and coordination actions necessary to best achieve the objective.

The initial requirement is to define the State Road 200/A1A corridor study area. While the study area obviously should target the corridor proper, it also must include a contextual "frame" of existing and proposed transportation facilities that may parallel the corridor and augment the carrying capacity of State Road 200/A1A. For purposes of this proposal, the study area is hereby defined as a quarter mile "band" on each side of State Road 200/A1A and extending from the Intracoastal Waterway to just west of Interstate 95. Depending upon the topic of analysis - site development guidelines versus transportation demand - the proposed study area also may be adjusted accordingly to develop the most reasonable database for testing and evaluation.

Beyond the identification of the study area, IH&W proposes to conduct the analysis in three separate steps. The first two steps would be based upon the collection of existing planning and engineering data, with a focus on identifying a "reasonable worst case" development and roadway operations scenario that could be associated with current trends and practices. In effect, the two steps would be used to derive a "what if" picture of the State Road 200/A1A corridor if the regulatory status quo were to remain. The third step would provide a set of recommendations and an accompanying, alternative "what if" scenario in terms of facility level of service and appearance were the study recommendations fully implemented.

Task 1: Summary Examination of Existing Conditions: The purpose of this task is to understand the current status of physical and development conditions along the State Road 200/A1A corridor and throughout the balance of the study area. Major elements of this task would be summarized in abbreviated text, tabular and graphic form. The following data items would be compiled:

- Existing Land Use
- Existing Zoning
- Existing Property Subdivision Pattern
- Existing and Historic Traffic Volumes
- Major Utility Facilities
- Land Development Regulations (current requirements per Task 2 Evaluation Criteria)

FEE: \$13,258

Task 2: Summary Evaluation of Current Planned Conditions: The purpose of this task is to develop a probable development impact and facility needs scenario based upon future land use designations and current development review requirements and practices. This task would include a projection of future traffic volumes on the State Road 200/A1A corridor and a planning level assessment of the future operating conditions. The transportation effort would build upon prior studies for the County by Ghyabi/Lassiter and Associates. In addition to the quantitative analysis of potential development yield and future

traffic volumes, the balance of this task would be focused on a qualitative review of the plans, programs and practices of the County as these would influence the appearance and operational parameters of the corridor. The following items would be reviewed in this task:

- Future Land Use Designations
- Conversion to Potential Development Yield and Pattern
- Procedural Requirements for Permits, Rezoning, & Development Review
- Generalized Assessment of Impacts & Facility Needs in Terms of:
 1. Transportation Volumes & Level of Service
 2. Driveway Access & Median Spacing Configurations
 3. Habitat and Native Vegetation Loss
 4. Utilities (water, sewer, solid waste)

FEE: \$13,558

Task 3: Corridor Management Recommendations and Final Report:

This task provides a summary critique of the current plans and programs of the County as they may affect the future status of the State Road 200/A1A corridor. The task would be summarized into a series of recommendations that would constitute potential amendments to existing planning and regulatory documents, as well as identify major public facility requirements for transportation and utility infrastructure. An alternative development scenario also would be prepared in order to compare the potential,

cumulative impacts of the recommendations versus maintenance of the status quo. These recommendations would be summarized in a technical report and, as desired, could be subject to public presentation and implementation actions by the staff or, under supplemental work orders, the I&W team. Items to be considered in the final recommendation include the following:

- Future Land Use Plan Modifications
- Corridor Theming and Gateway Locations
- Land Development Regulations
 1. Minimum Lot Size and Dimension
 2. Building and Parking Lot Siting
 3. Driveway Spacing and Provision for Cross Access
 4. Buffers and Open Space Requirements
 5. Lot Clearing & Preservation of Native Vegetation
 6. Signage
 7. Lighting
 8. Architectural Materials and Styling
 9. Retention Pond Design
 10. Site Landscaping
- Transportation
 1. State Road 200/A1A Roadway Typical Section(s)
 2. Land and Intersection Improvements
 3. Generalized Interchange Design Modifications
 4. Parallel Corridor Requirements
- Public Utilities
 1. Plant and Trunk Line Improvements - Potable Water

2. Plant and Truck Line Improvements - Wastewater
3. Solid Waste Facilities

FEE: \$15,819

Product Deliverables:

Five (5) Copies of a draft report will be submitted to the County for initial review. Based upon the receipt of review comments, ten (10) copies of the revised final report will be provided.

FEE: \$ 750

TOTAL FEE: \$43,385

Client Meetings:

The scope of services and budget for this assignment provides for a maximum of six (6) meetings attended by a single senior employee of IH&W. These meetings would occur at periodic intervals, for example, as kick-off or periodic status report meetings, or as summary presentations to the County staff and officials as appropriate. Additional personnel may be assigned to the meeting task, such that three, two-person meetings occur instead.

Exclusions:

Reimbursable items such as mileage, lodging, copies, etc., beyond the cited fifteen (15) copies of the draft and final report, shall be billed as a supplemental expense. AS noted, large scale display graphics or other public workshop material is not included within the base scope of services or fee schedule.

Dispute Resolution:

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by IH&W. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency or mediation.

Entire Agreement:

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized and that all negotiations, hereof shall be deemed merged in, integrated, and superseded by the Agreement.

Severability:

Should any provision of the Agreement be determined by a Court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

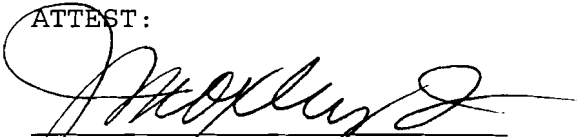
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



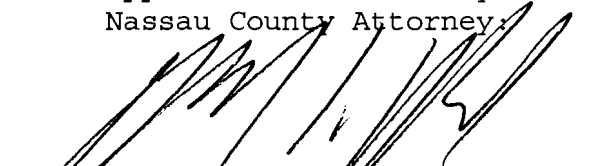
NICK D. DEONAS
Its: Chairman

ATTEST:

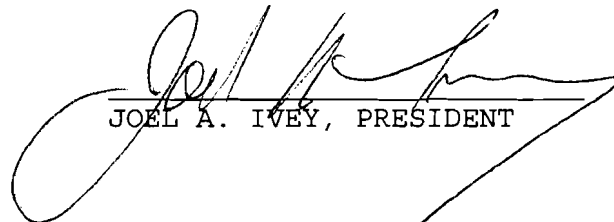


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN
Date: 6/10/02

IVEY HARRIS & WALLS, INC.



JOEL A. IVEY, PRESIDENT

NOTICE TO PROCEED

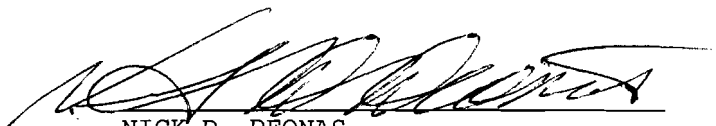
TO: IVEY, HARRIS & WALLS, INC.
631 South Orlando Avenue
Suite 200
Winter Park, FL 32789

Date: June 10, 2002

PROJECT: Planning Service
CORRIDOR MASTER PLAN
YULEE AREA WIDE
DEVELOPMENT OF REGIONAL
IMPACT (DRI)
NASSAU COUNTY, FLORIDA

Pursuant to the Agreement entered into the 13th day of May 2002 between Nassau County, Florida and Ivey, Harris & Walls, Inc., you are hereby authorized to proceed with the scope of work to perform the necessary planning services for developing a Corridor Master Plan for the State Road 200/A1A corridor for the Yulee Area Wide Development of Regional Impact as outlined in the attached Tasks 1, 2, and 3, as approved by the Board of County Commissioners on May 13, 2002. The costs for said work shall not exceed those as outlined in the Agreement for the services rendered. The total fee is \$43,385.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

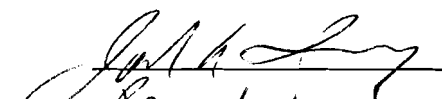


NICK D. DEONAS
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Joel A. Ivey this the 13th day of
June, 2002.

By: 
Title: President

Mr. Jack D'Amato, PE
January 14, 2002
Page Two

PROPOSAL TO PROVIDE PLANNING SERVICES
TO NASSAU COUNTY, FLORIDA

Nassau County has a goal of promoting responsible development in the Yulee area by obtaining approvals that would render the property development ready. The land area includes approximately 94 square miles. To help achieve this goal, IHW is being retained to evaluate options which would result in obtaining these entitlements for all or part of these properties. The first phase of work will be to identify which "Planning options" are best suited to obtaining master approvals and entitlements such that the subject properties may be rezoned and eventually developed in a manner consistent with the community "vision" master plan.

The approach to be used by Ivey, Harris and Walls, Inc., and Ghaybi Lassiter and Associates will be as follows:

- A. IHW will review the various committee reports and final recommendations to ensure that our future work, to include meetings with agencies, will be consistent with the general goals and recommendations of the committee.

Fee: -0-

- B. Review of Chapter 380, Florida Statutes, and appropriate Florida Administrative Code Rule.
Two primary options will be evaluated to include Chapter 380.06(21) "Comprehensive Application; Master Plan Development Order" and 380.06(25) "Areawide Development of Regional Impact." The corresponding Florida Administrative Code Rules (9J-2.028) will also be reviewed. IHW is already knowledgeable of these rules but will review them for their specific applicability to Yulee.

Fee: -0-

- C. Interviews

1. Department of Community Affairs- IHW will meet with Charles Gauthier of the Department of Community Affairs in Tallahassee. Other DCA staff will be encouraged to attend. The purpose of the meeting will be to:

- a. Review the current status of county planning efforts;

- b. Discuss options to achieve the goal of getting property development ready;
 - c. Determine if there are any changes anticipated in the DRI process in the near future that would have an effect on development strategy.
 - d. Discuss with DCA how best to involve the other State review agencies in the process.
2. Northeast Florida Regional Planning Council- IHW will meet with Brian Teeple and staff of the Northeast Florida Regional Planning Council. A format similar to the DCA meeting will be followed with the primary focus being on discussing the different options for reviewing the Yulee plan but also for discussing how each option would affect review of such elements as affordable housing and hurricane evacuation.
3. JEA- From discussions with Nassau County, it is our understanding that JEA will be the utility provider for the area. IHW will meet with the appropriate representative(s) from the JEA to discuss the Authority's intermediate and long range plans for service to Yulee. These plans will be considered in developing the most appropriate strategy for the County.
4. Rayland- As the major property owner in the area Rayland will be consulted on the options available for proceeding with a DRI. We will interview Rayland to identify their concerns with development of their land and to determine their priorities in developing their land.
5. FDOT- IHW and Ghaybi Lassiter and Associates (GLA) will meet with the appropriate FDOT representative to discuss the goals of Nassau County relative to Yulee in order to determine FDOT's long range plans for the area; to discuss DRI options to determine if there is any preference on the part of FDOT; and to discuss the general goal of reclassifying I-95 in the project vicinity.

I-95 Reclassification- IHW will use Ghaybi Lassiter and Associates as a subconsultant for this work element. Other than the one meeting referenced above, it is not anticipated that IHW will participate in the agency meetings associated with the I-95 variance. Ghaybi Lassiter and Associates will participate in the meeting with the FDOT referenced above and will discuss the feasibility of obtaining a reclassification of the link of I-95 from the County line to SR 17. Ghaybi Lassiter will prepare a technical memo in support of a I-95 variance report. This memo will provide an overview of the impacts anticipated as a consequence of DRI development based on a preliminary model. The work effort is expected to include: additional data collection, estimated trip generation, distribution and assignment process of the conceptual land development program, and identification of

F.

Fee for task E: \$800.00

Report Preparation- Based on the research performed in A.thru D. above, IHW will prepare a report and present the report to the County. The report will briefly discuss options available for Yulee and will recommend the preferred approach in the opinion of IHW. The report will address which DRI approach to use and will discuss strategy for obtaining the necessary entitlements for the properties in order to render them development ready.

E.

Fee for task D.: \$425.00

Additional Research- IHW will review the current status and approvals granted to the Pecan Park DRI and the DRI in the southwest quadrant of the I-95/SR 200 intersection to determine what effect, if any, these applications may have on a future application for Yulee. IHW will also discuss with the appropriate agencies the most appropriate DRI approach to use for the evaluation of ecological systems. These discussions will be done by telephone.

D.

Fee for task C.: \$2,750.00

Nassau County staff- Once the above meetings have been held, IHW will meet with the staff of Nassau County for two primary purposes. First, we will review the results of the above interviews. Second, we will work with staff to confirm what data is available to use in a DRI application and to determine if the County staff could be responsible for development of portions of the DRI such as police, fire, and utilities.

6.

Mr. Jack D'Amato
January 14, 2002
Page Five

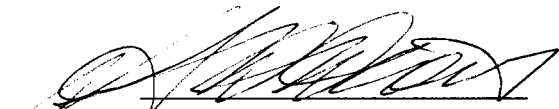
project and background impacts. **Please note that most of this work will be useable in the DRI application.** In addition to the meeting referenced above with FDOT, it is anticipated that Ghaybi Lassiter will also meet with FDOT in Tallahassee (Rob Magee). To obtain the needed variance, it is probable that more meetings will be necessary. We therefore request that meetings be handled on an hourly basis using Ghaybi Lassiter's hourly rate schedule. The County would preapprove attendance at these meetings.

**Fee for task F: \$4,500
+ \$3,350 estimate
for meetings**

It is not anticipated that there will be any reimbursable expenses associated with the above tasks except for travel to Tallahassee which is estimated at **\$175.00**. Thus, the total fee, to include the reimbursable expense of travel to Tallahassee is **\$8,650 + \$3,350 estimate for meetings= \$12,000**.

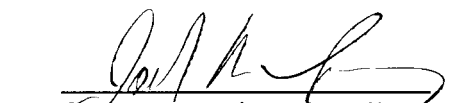
If acceptable to you, this scope may be used as an attachment to the enclosed IHW standard Professional Services Agreement Contract (enclosed).

Please contact Joel Ivey (407 629-8880) for any questions, comments or edits.



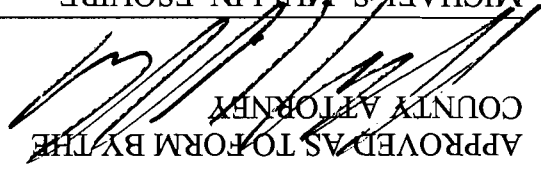
for Nassau County
Nick D. Deonas

Printed Name



for Ivey, Harris and Walls, Inc.
Joel A. Ivey, President

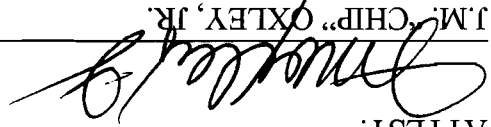
MICHAEL S. MULLIN, ESQUIRE



APPROVED AS TO FORM BY THE
COUNTY ATTORNEY

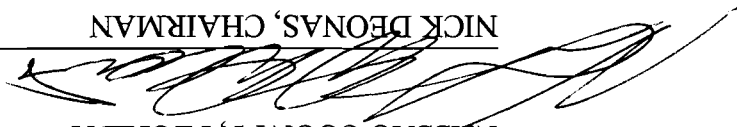
ITS: EX-OFFICIO CLERK

J.M. CHIP OXLEY, JR.



ATTEST:

NICK DEONAS, CHAIRMAN



NASSAU COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

OWNER:



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

February 1, 2002

Ivey, Harris and Walls, Inc.
631 South Orlando Avenue, Suite 200
Winter Park, FL 32789

Gentlemen:

Enclosed is an original, fully executed agreement between IHW and Nassau County to provide planning services for development in the Yulee area as approved by the Nassau County Board of County Commissioners at its regular meeting on January 28, 2002.

We look forward to working with you on this project, and if we may furnish any additional information, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

jgb

Enclosure

cc: Jack D'Amato