

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Halff Associates, Inc.**, located at 9995 Gate Parkway N., Suite 200, Jacksonville, Florida 32246, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for On-Call Planning Services, on an “as needed” continuing basis said services are more fully described in the County’s Request for Proposal (“RFP”), attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, all terms and conditions of the County’s RFP, numbered NC23-048-RFP, and the Consultant’s Proposal are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Consultant’s Proposal is attached hereto as Exhibit “B” and made a part hereof; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibits “A” and “B”, and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibits “A” and “B”.

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NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A COUNTY’S REQUEST FOR PROPOSAL NC23-048-RFP (“RFP”), AS MODIFIED BY ADDENDA;

Exhibit B CONSULTANT’S PROPOSAL BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY’S REQUEST FOR PROPOSAL NC23-048-RFP;

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibits “A” and “B”.

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibits “A” and “B”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibits “A” and “B” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County’s Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The

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Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County’s representative.

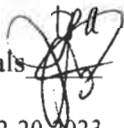
5.2 The County hereby designates the *Planning Director*, or designee, to act on the County’s behalf under this Contract. The *Planning Director*, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County’s policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant’s services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall *terminate three (3) years from date of execution*. The term of this Contract may be extended in one (1) year increments *for an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney’s Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

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SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00), in accordance with Exhibit “B”. No payment shall be made without a proper County Notice to Proceed.

7.2 The Consultant shall prepare and submit to the *Planning Director* for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representations and indemnifications, made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant’s final/last billing to County clearly marked as “Final Invoice.” Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges

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and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County’s reasonable discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the reasonable discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County’s performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues;

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automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

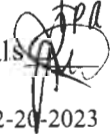
13.2 The Consultant shall secure and maintain applicable licenses and required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by applicable governmental authorities, required under this Contract, and to comply with applicable federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this

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Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall require, and provide such Subcontractor's qualifications to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's reasonable discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

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16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant’s failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

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SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee,

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commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All final documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if

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the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its reasonable discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its reasonable discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have

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access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from claims, liabilities, damages, losses, expenses and costs, including reasonable attorney's fees, in proportion to Consultant's liability, to the extent arising out of the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or

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comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its reasonable discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written

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response to the County’s written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by both Parties and the Parties shall share the mediator’s fee and any filing fees equally. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant’s enrollment in the program. This includes maintaining a copy of proof of the Consultant’s and subcontractors’ enrollment in the E-Verify program. If the

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Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.

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b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

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

30.2 A request to inspect or copy public records relating to the County’s contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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30.3 If the Consultant does not comply with the County’s request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.


30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County’s custodian of public records and to the Consultant at the Consultant’s address listed on its Contract with the County or to the Consultant’s registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant.

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If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Planning Director
96161 Nassau Place
Yulee, FL 32097

Vendor: Half Associates, Inc.
Attn: Joseph P. Loretta, PLA, LEED, AP BD+C
9995 Gate Parkway N., Suite 200
Jacksonville, FL 32246


SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

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SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations and indemnifications made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant represents that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

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SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

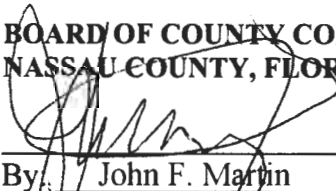
42.1 If there is a known change in an applicable state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

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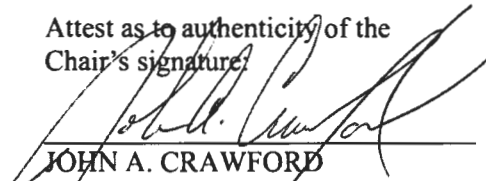
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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


By: John F. Martin
Its: Chairman
Date: March 25, 2024


Attest as to authenticity of the
Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May
DENISE C. MAY

HALFF ASSOCIATES, INC.


By: Joseph Loretta
Its: Operations Manager, Jacksonville
Date: 2/22/2024

Initials JL

**NASSAU COUNTY
FLORIDA**



**REQUEST FOR PROPOSAL (RFP)
Professional On-Call Planning Services**

RFP NO. NC23-048

PROPOSALS ARE DUE NOT LATER THAN

August 17, 2023 at 10:00 A.M.

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION:

Nassau County (hereinafter referred to as the "County") is seeking proposals from qualified firms to provide professional planning support to the Planning Department and other Departments under the direction of the County Manager in accordance with the terms, conditions, and scope of services contained in this Request for Proposal (RFP).

1.2 PROCUREMENT METHOD:

This procurement is being conducted in accordance with all applicable provisions of the County Code of Ordinances. The specific method of source selection for the services required in this RFP is Code Section 1-141, Competitive Purchasing Methods.

1.3 COMPETITIVE PROCESS:

Any vendor that meets the requirements specified in this Request for Proposal may participate in the competitive process.

1.4 PROPOSAL DOCUMENTS:

This document and subsequent addendums, if any, can be downloaded from PlanetBids, through the Nassau County Procurement webpage <https://www.nassaucountyfl.com/280/Procurement-Contracts-Management> under current bid opportunities.

1.5 PERIOD OF PERFORMANCE:

The term of the agreement, if awarded, shall be for a one-year term with options to renew for four additional one-year terms.

1.6 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

1.7 CONFLICT OF INTEREST:

The Firm, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

SECTION 2: SCOPE OF SERVICES**2.1 SCOPE OF SERVICES:**

Firm shall provide all Services (and Items incidental thereto) set forth in compliance with Exhibit "B" Scope of Services.

SECTION 3: INSTRUCTIONS RESPONDENTS**3.1 RFP SCHEDULE OF EVENTS:**

Listed below are the dates and times by which stated actions will be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Event	Date	Time
RFP Available on PlanetBids	July 21, 2023	
Deadline for Questions	August 2, 2023	by 4:00 p.m.
County Responses to Questions Posted to PlanetBids	August 7, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	August 17, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of August 28, 2023	TBD
BOCC Award/Approval	TBD	TBD

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

3.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

Proposals must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the date and time specified in Section 3.1.**

3.3. Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on date and time specified in Section 3.1. By submitting a response, Firm represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the County's objectives, as described under Scope of Services and Firm is prepared to comply with all statutes and regulations applicable to the services to be performed.

- Nassau County reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.
- Nassau County reserves the right to amend, withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Firm responding to this RFP.
- Nassau County reserves the right at its sole discretion to modify this RFP should Nassau County deem that it is in the best interests to do so.
- Proposals received by Nassau County are public information and will be made available to any person upon request, after the entire proposal evaluation process has been completed. Submitted proposals are not to be copyrighted.

3.4 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

The following person has been designated the Point of Contact for this RFP:

Lanaee Gilmore, Procurement Director
Procurement Department
Nassau County
96135 Nassau Place, Suite 2
Yulee, FL 32097
Ph: 904-530-6043

Respondents to this RFP, or persons acting on their behalf shall not contact any employee or officer of the County concerning any aspect of this RFP, except in writing to the authorized County Point of Contact identified in this section, between the time RFP is released and the end of the 72-hour period (excluding Saturdays, Sundays, and County holidays) following the County's posting of notice of recommendation of award. Violation of this provision may be grounds for rejecting a response.

3.5 QUESTIONS/CLARIFICATIONS:

Any ambiguity, conflict, discrepancy, omissions, or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to **NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)** by the question deadline identified in Section 3.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements, or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment form attached hereto as Form "A."

3.6 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any County officer or employee. Only those written communications that are issued from the County's Procurement Department shall be considered as duly authorized expressions on behalf of the County.

ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S EPROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#).

3.7 PRE-PROPOSAL MEETING: Not Applicable to this RFP.

3.8 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

3.9 INSURANCE REQUIREMENTS: Respondents to this RFP shall submit proof of Commercial General Liability, Commercial Auto Liability, Professional Liability, and Worker's Compensation insurance coverage that meets or exceeds the insurance requirement listed in Exhibit "C."

Proof of Insurance must be in the form of a certificate of insurance or a copy of policy declarations page.

3.10 PROPOSALS AND PRESENTATION COST: The County will not be liable in any way for any cost incurred by the Respondent in the preparation of their proposal in response to this RFP nor for the presentation of their proposals or participation in any discussions or negotiations.

SECTION 4: PROPOSAL CONTENT

4.1 RESPONSE FORMAT: To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide, his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Knowledge and Qualifications

Respondents should include:

- a brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Knowledge of and compliance with applicable federal, state and local laws pertaining to this solicitation.

TAB 4 – Proposed Planners

- Indicate the proposed Planners for this RFP. For each individual listed, show discipline(s) of licensure/training.
- Include resumes for all Planners that identify pertinent experience and expertise relevant to this RFP.

TAB 5 –Delivery and Approach

- Describe the delivery plan including the communication plan, how services will be managed.
- Include examples of staff reports.
- Include any innovative approaches to providing the described services.

TAB 6 – References

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address **AND** phone, numbers, and e-mail addresses;
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into

Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 7 – Technology

Respondents should use this section to list any innovative strategies and creative processes that is used as a tool for successful service outcomes.

TAB 8 – Cost

Provide hourly rate for Planner Services using Exhibit "A" attached. Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).

TAB 9 – Attachments/Administrative Information

All Attachment/Forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Firm. Respondent shall submit all information in the above order. Failure to do so may diminish your score.

SECTION 5: PROPOSAL EVALUATION AND SELECTION CRITERIA

- 5.1 PROPOSAL EVALUATION:** The County will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The County will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the County.

The County reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the County shall be final.**

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

- 5.2 EVALUATION/SELECTION COMMITTEE:** The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each Firm based upon the proposal submitted.
- 5.3** The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the Firm's based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked Firms.
- 5.4 EVALUATION CRITERIA:** A 100-point formula scoring system will be utilized based upon the following criteria:

Evaluation Factor	Maximum Points
Understanding the RFP Scope of Services	25
Knowledge and Qualifications of Firm and Proposed Planners	25
Experience of Firm and Planners, References	35
Cost	15

- 5.5** The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.
- 5.6** If the County requests oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the presentation date.

SECTION 6. CONTRACT PROCEDURES

6.1 PRESENTATION TO THE BOARD:

The County's Planning Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to award a contract with the top-ranked firm.

SECTION 7. STANDARD CONTRACT TERMS FOR SERVICES

The contract that the County intends to use for award is attached as Attachment "I". The successful Firm will be required to enter into an agreement which will include the requirements of this RFP as well as the terms and conditions of the draft contract, Attachment "I". Any exceptions to the standard terms and conditions must be stated in the proposal. Any submission of a proposal without objection to the standard terms and conditions indicates understanding and intention to comply with the standard terms and conditions. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The County reserves the right to reject any proposal(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

The Remainder of this Page Intentionally Left Blank

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and _____, located at _____, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for _____. Said services are more fully described in the _____, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A”.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A VENDOR'S SCOPE OF PROFESSIONAL SERVICES

Exhibit B INSURANCE DOCUMENTS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit "A".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit "A".

4.2 Services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the _____, or designee, to act on the County's behalf under this Contract. The _____, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions,

receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on _____. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed _____, in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the _____, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for

failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental

authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities

to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's

performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the

Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of

the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF**

CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of

the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's

custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

Attn:

96135 Nassau Place

Yulee, Florida 32097

Consultant: [Consultant Address]

Attn: [Consultant Contact Person]

[Consultant Address]

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed

upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this

Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

COMPANY'S NAME

By: _____

Its: _____

Date: _____

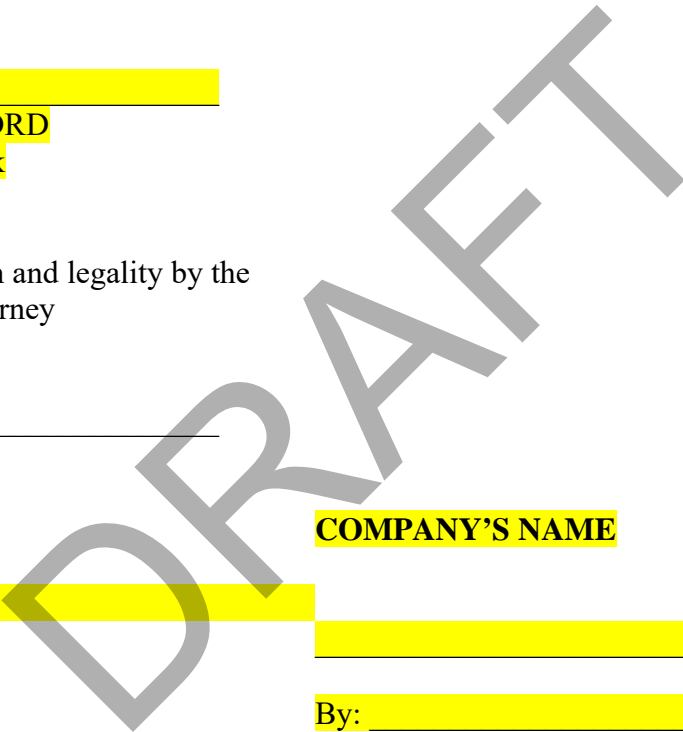


EXHIBIT "A"
PRICE SHEET

Firm shall provide On-call Planning Services in accordance with Exhibit B, Scope of Services at the hourly rate below. Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).

DESCRIPTION	TOTAL
Planner	\$ /hourly

The undersigned declares that they have examined the Request for Proposal including documents attached, and the Scope of Services and is informed fully with regard to all terms and conditions pertaining thereto and agrees to provide services accordingly at the hourly rate set forth above.

Company: _____

Address: _____

City, State, Zip code: _____

Phone Number: _____ Email: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

EXHIBIT "B"

Scope of Services

The selected firm(s) will provide professional planning support to the Planning Department and other Departments under the direction of the County Manager. The firm will have the capacity to provide on call professional planners to work remotely, assist with in-person civic engagement exercises, and work in the County offices as needed. Services will include but not be limited to:

- Reviewing zoning and development applications for compliance and consistency with the Comprehensive Plan, Nassau County Code of Ordinances, and applicable statutory requirements. Development applications include, but are not limited to, conditional use permits, variance requests, site plan reviews, rezoning applications, comprehensive plan amendments.
- Providing professional analysis, preparing staff reports, making presentations to various boards and committees, and providing sworn testimony at public hearings.
- Providing technical assistance related to County projects, procedures, goals, and objectives.
- Providing policy updates to the Comprehensive Plan and Land Development Code.
- Conducting studies, research, audits, and other planning exercises.
- Preparing resolutions, ordinances, memoranda.
- Assisting in civic engagement exercises.
- Managing multiple tasks and project prioritization while maintaining quality, meeting timelines (including statutory requirements for due public notice and ordinance adoption) and staying within budget.
- Developing and maintaining good working relationships with other departments, jurisdictions, and the public.
- Meeting with developers, engineers, property owners, contractors and other individuals to discuss, advise, explain processes and suggest improvements regarding potential projects, pre-applications, development applications, feasibility analysis, conceptual development plans and code interpretation.

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor’s expense Workers’ Compensation and Employer’s Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers’ Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer’s Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer’s Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor’s expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor’s expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate –	\$1,000,000
------------------------------------	-------------

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that

Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

FORM A ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	
Addendum # _____ through # _____	
Signature of Person Completing:	Date:
Printed Name:	Title:

FORM B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

FORM C RESPONDENT QUESTIONNAIRE

The following questionnaire shall be answered by the Respondent for use in the evaluation process.

1. Company Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: Email: _____
 Website Address: _____

2. **COMPANY STRUCTURE:**
Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
Yes No

5. **EXPERIENCE:**
 Years in business: _____
 Years in business under this name: _____
 Years performing this type of work: _____
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: _____
 Name of sub-vendors you may use: _____
 Has your company: Failed to complete or defaulted on a contract: Yes No
 Been involved in bankruptcy or reorganization: Yes No
 Pending judgment claims or suits against firm: Yes No

6. **PERSONNEL**
 How many employees does your company employ: _____
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management		

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

Reference #2:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

Reference #3:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: _____
Attn: _____
Mailing Address: _____

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): _____
Title: _____
Email Address: _____
Phone Number: _____

FORM D DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____ (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__ by _____ who is _____ personally known to me or _____ produced _____ as identification.

Notary Public

My commission expires: _____

**FORM E
E-VERIFY AFFIDAVIT****NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

FORM E - 1
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

FORM E - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Proposers

FROM: Lanaee Gilmore, Chief Procurement Officer/Procurement Director

SUBJECT: **Addendum No. 1**
Professional On-Call Planning Services
Solicitation Number: NC23-048-RFP

DATE: August 9, 2023

This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The solicitation due date and opening time is extended to: **August 23, 2023 at 10:00 a.m. eastern standard time.**

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTIONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Proposers

FROM: Lanaee Gilmore, Chief Procurement Officer/Procurement Director

SUBJECT: **Addendum No. 2**
Professional On-Call Planning Services
Solicitation Number: NC23-048-RFP

DATE: August 10, 2023

This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over the original documents.

Questions and Answers:

1. Exhibit A asks for only one proposed planner fee to be provided. However, there are typically several different types and experience levels of staff involved in various planning activities. Will the County allow us to subdivide fees based on planner type, service area, experience, etc., or are we only to submit one average fee for planning services?

Answer: Yes, we recognize there are many titles used for planner. For consistency amongst responders please use the following seven (7) general position tiers to guide your response. It is understood that not every respondent will have staff members in each tier assigned to this project:

- Owner / CEO / President
- Planning Director / Executive Director / Executive Planner / Director / Principal-in-Charge / Vice President
- Principal Planner / Planning Manager / Planner IV/Certified Specialist, e.g., Environmental (CEP), Transportation (CTP), Urban Designer (CUD).
- Planner III / Senior Planner / Certified Floodplain Manager (CFM) / Senior Project Manager
- Planner II / Associate / Junior Planner / Project Manager
- Planner I / Assistant Planner / Assistant Project Manager
- Administrative or Clerical Support

2. Form C, Number 6 asks for a list of positions/categories to be provided to include number of full-time and part-time staff dedicated to each position/category. Is this to be inclusive of all staff within the proposer's company, or does it only pertain to the roles of proposed staff for this project?

Answer: We recognize respondents to this RFP may vary dramatically in size. As such, the respondent should identify all staff that will be assigned, or may be assigned, to provide the requested services.

3. Can you please provide Exhibit "A" for the hourly rates referenced on page 8?

Answer: Exhibit A is included in the original RFP solicitation documents posted to PlanetBids on July 21, 2023.

4. On page 32 of 46 of the RFP for Nassau County On-Call Planning Services, referenced as "Exhibit A" Price Sheet, it states that the hourly rate listed shall be fully burdened. There is a singular line for this rate to be offered. As we are offering to be a full team of professionals at the disposal to the County, may we provide a rate fee schedule that provides a range of fees corresponding with the range of planning professionals?

Request for Proposal
Professional On-Call Planning Services
NC23-048-RFP
Addendum No. 2

Answer: Yes, we recognize there are many titles used for planner. For consistency amongst responders please use the following seven (7) general position tiers to guide your response. It is understood that not every respondent will have staff members in each tier assigned to this project:

- Owner / CEO / President
- Planning Director / Executive Director / Executive Planner / Director / Principal-in-Charge / Vice President
- Principal Planner / Planning Manager / Planner IV/Certified Specialist, e.g., Environmental (CEP), Transportation (CTP), Urban Designer (CUD).
- Planner III / Senior Planner / Certified Floodplain Manager (CFM) / Senior Project Manager
- Planner II / Associate / Junior Planner / Project Manager
- Planner I / Assistant Planner / Assistant Project Manager
- Administrative or Clerical Support

5. What are the specific qualifications required for the position(s)?

Answer: Work assignments will vary in complexity. The County is seeking a firm with the depth and breadth to provide on-call services at various levels. Preference will be given to those with Florida experience. It is expected that any planner that is a Senior Planner or above will have their AICP credentials.

6. How many personnel are needed for the position(s)?

Answer: Variable, depending on type of assignment.

7. On Exhibit "A" Price Sheet there is one line for a planner; will the agency allow for multiple lines to be added on the price sheet or should the vendor collectively put the fully burdened price for all personnel needed to fulfill the position(s) on the total line?

Answer: Yes, we recognize there are many titles used for planner. For consistency amongst responders please use the following seven (7) general position tiers to guide your response. It is understood that not every respondent will have staff members in each tier assigned to this project:

- Owner / CEO / President
- Planning Director / Executive Director / Executive Planner / Director / Principal-in-Charge / Vice President
- Principal Planner / Planning Manager / Planner IV/Certified Specialist, e.g., Environmental (CEP), Transportation (CTP), Urban Designer (CUD).
- Planner III / Senior Planner / Certified Floodplain Manager (CFM) / Senior Project Manager
- Planner II / Associate / Junior Planner / Project Manager
- Planner I / Assistant Planner / Assistant Project Manager
- Administrative or Clerical Support

8. When working in county offices will the county agency provide the contractor with required credentials and office equipment (phone, desk, chair, laptop, etc.) needed to fulfill the obligation while on-site?

Answer: Yes.

9. Is this a new opportunity or is there an incumbent (prior contractor)?

Answer: This is a new opportunity. There is no previous contract for this service.

10. Form C, Question 5. "Years performing this type of work" What type of work are you referring to, general planning, transportation planning, land use planning, zoning, etc.?

Request for Proposal
Professional On-Call Planning Services
NC23-048-RFP
Addendum No. 2

Answer: The County is requesting the years performing the type of work specified in the RFP scope of services.

11. Form C. Question 5: "Value of work under contract" and "Value of work last year"... Are you asking for the value of work for similar services, or that value of work for the whole company?

Answer: The County is requesting the value of work for the company.

12. What level of Planner are you looking for?

Answer: Various levels as work assignments will vary in complexity. The County is seeking a firm with the depth and breadth to provide on-call services at various levels.

13. What is the number of projects the County typically processes in a month?

Answer: The amount of work assigned to the successful respondent will vary based on the ebb and flow of applications submitted, development proposals received, project assignments from the County Manager/Deputy County Manager and demands associated with various large-scale planning projects. Some assignments may be as simple as reviewing and drafting a staff report for a variance application. Other assignments could be supporting/managing projects on the scale of a corridor plan or small area plan. To provide guidance to respondents:

Current Planning currently receives:

*Rezoning, CPAs, variances, zoning exceptions, and similar: 10+/- new applications a month
Development Proposal submittals/resubmittals: 25+/- a month*

Potential Long Range Planning activity:

Civic engagement support

Small Area Plans

Corridor Plans

Land Development Code update

Topic specific research and analysis

The solicitation due date and opening time remains: **August 23, 2023 at 10:00 a.m. eastern standard time.**

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.



August 23, 2023

NASSAU COUNTY

Professional On-Call Planning Services | RFP No. NC23-048

[halff.com](https://www.halff.com)





August 23, 2023

Lanaee Gilmore, Procurement Director
Procurement Department
Nassau County
96135 Nassau Place, Suite 2
Yulee, FL 32097

Consultant Contact Information

- ✓ **Joe Loretta, PLA, LEED AP BD+C – *Authorized Representative***
Vice President | Principal-in-Charge
9995 Gate Parkway North, Suite 200, Jacksonville, FL 32246
904.441.8365 | jloretta@halff.com
- ✓ **Lara Diettrich – *Primary Contact Person***
Senior Planner | Project Manager
904.720.2616 | ldiettrich@halff.com

RE: RFP No. NC23-048 | Request for Proposal (RFP) Professional On-Call Planning Services

Dear Members of the Evaluation Committee:

Nassau County is one of the fastest growing counties in the State of Florida, which in turn affects infrastructure, housing, employment opportunities, recreation, and conservation. Nassau County finds itself in a unique position via this influx of growth to shape its future regarding its residents' quality of life, natural habitat, and generational sustainability.

Halff understands the multitude of tasks and events that the Nassau County Planning Department oversees, along with administering all external and internal relationships, development reviews, significant planning projects, policy updates, public hearings, community education, and civic engagement.

Halff's Senior Planner and Project Manager, Lara Diettrich, MPA, has collaborated with Nassau County in various capacities over 23 years. Her contributions include drafting new land development regulations for the County's economic growth; co-authoring the *Finding of Necessity* for the American Beach Community Redevelopment Area and overseeing community outreach and property owner committees; and planning solar facilities and private mixed-use developments. In addition, Kailey Saver, AICP, Deputy Project Manager, brings invaluable experience from her prior position with the County's Planning Department. This background has endowed our team with an unparalleled understanding of the County's intricate requirements and vested concerns.

- **Halff's One-Stop-Shop.** This is our differentiator. In addition to professional Planning Services, we offer many practice disciplines under one roof as a full-service firm. We can provide all the desired services listed in this RFP with our in-house staff. This provides the County with the convenience to make one call and know Halff is there. In addition to this contract, Halff provides professional services on a continuing services basis for more than 40 Florida municipal clients.
- **Halff's Familiarity with Nassau County.** Halff was recently selected for the County's Continuing Contract for Professional Architectural and Engineering Services. Halff has served Nassau County and its stakeholders over the years in numerous ways through our full suite of services. Our involvement in the evolution of the landscape across Nassau County is representative of unique and necessary products, neighborhoods, and services.
- **Halff's commitment with Nassau County.** Halff is prepared to support Nassau County Staff in the daily approach to manage the in-take of applications, projects, and permits; interpret policies and make presentations; and serve as ambassadors between County departments, public officials, and applicants.

We look forward to discussing our qualifications with the County, and addressing any questions you may have.

Sincerely,

Joe Loretta, PLA, LEED AP BD+C
Vice President | Principal-in-Charge | *Authorized Representative*

Lara Diettrich
Senior Planner | Project Manager



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Tab 3 - Knowledge and Qualifications

FIRM ORGANIZATION, STRUCTURE, & PHILOSOPHY

Halff is an employee-owned full-service engineering and architecture firm that provides services throughout the Southeast from 32 offices in Florida, Arkansas, Oklahoma, Louisiana, and Texas. The firm's staff of 1,400 includes engineers, architects, planners, scientists, and surveyors. Halff is ranked No. 85 in *Engineering News-Record* magazine's list of the top 500 design firms in the United States. The firm was founded in Dallas in 1950 by Albert H. Halff, PhD-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service, and commitment to quality. We are a progressive firm committed to providing value with creative solutions to design challenges.

Halff is a unique regional consulting firm that provides full service planning, engineering, and related services for decades. We are committed to fostering a culture of collaboration, and delivering unwaveringly high-quality results for our clients.

FIRM'S YEARS OF EXPERIENCE

Halff has provided various aspects of planning to both public and private clients throughout the Southeast for **73 years**. Below, we have detailed the longevity of the work areas specified in this RFP by our Florida offices.

KNOWLEDGE OF AND COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Our office has been operating in Florida for more than 20 years, with many staff who are familiar with state and local laws. Our team is well-versed in the County's and the State's requirements, ordinances, and statewide legislation. Clear communication with the County and permitting agency staff is vitally important for the success of any project. Whether, local, state or federal, we approach regulatory agencies as important stakeholders in every project. Our staff have familiarity with Nassau County's procedures, requirements, and general geography.

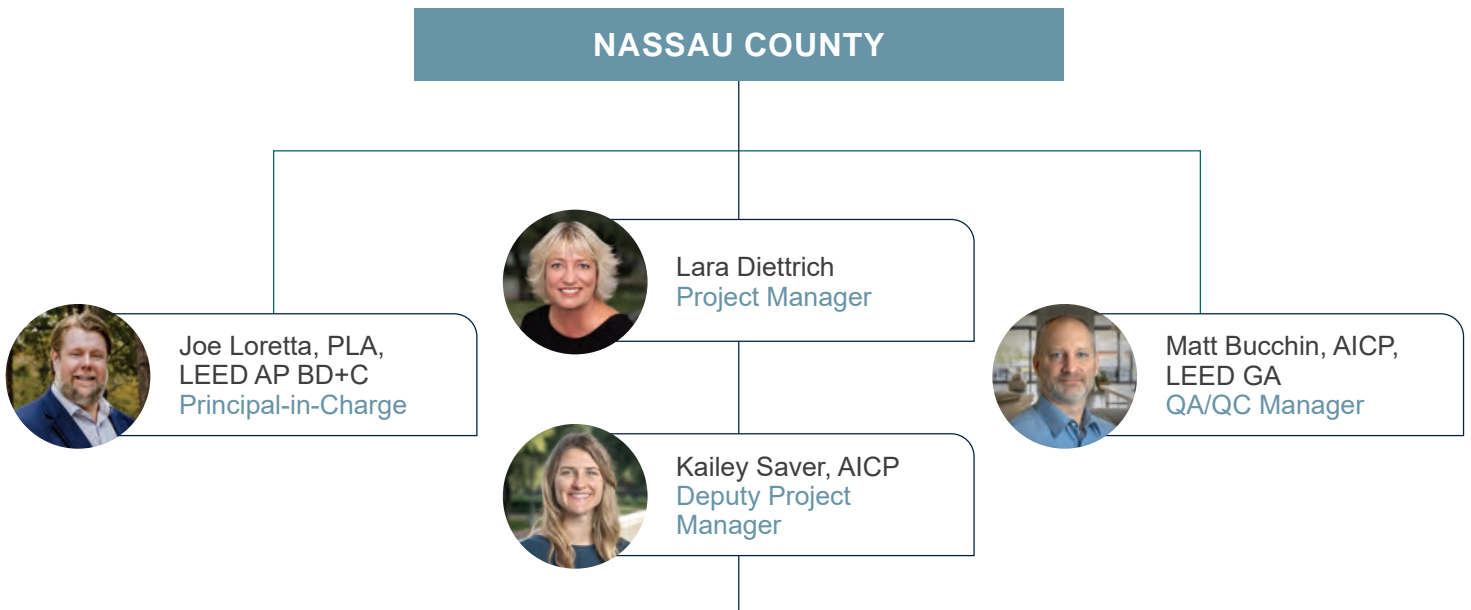
Areas of Expertise

 WATER & WASTEWATER 30 Years	 TRAFFIC & TRANSPORTATION 36 Years	LAND USE & ZONING 36 Years
 SURVEY 30 Years	 GIS 10 Years	 WATER-RESOURCES & ENVIRONMENTAL 5 Years
 STORMWATER 30 Years	 GRANT SERVICES 1 Year	 CONSTRUCTION SERVICES 36 Years
		 RESILIENCE 5 Years

Tab 4 - Proposed Planners

ORGANIZATIONAL CHART

Halff has identified our most talented professionals that have the knowledge and experience to complete any task assigned under this contract. We have structured a team that combines technical expertise with effective coordination and management. Halff strives to develop innovative solutions that are technically and environmentally sound. The organizational chart below demonstrates the staff's roles, responsibilities, and reporting structure. Lara Diettrich will serve as the Project Manager and will be the County's point of contact.



Technical Staff	
<p>Civil Engineering Michael Coffey, PhD, PE, LEED AP Cody Smith, PE</p>	<p>Landscape Architecture Jordan Limburg, PLA, ISA Joe Loretta, PLA, LEED AP BD+C Kaitlin Heckman</p>
<p>Planning/Resilience/GIS Lara Diettrich Kailey Saver, AICP Sean Lahav Ashley Lein Raymond Deschler</p>	<p>Water Resources Guillermo Simon, PE, CFM Sara McMahan, EI, CFM</p>



ROLE

Project Manager

EXPERIENCE

23 Years

EDUCATION

Master of Arts, Public Administration,
Policy, and Analysis, University of
North Florida

Bachelor of Arts, Political Science,
University of North Florida (Pi Sigma
Alpha National Political Science
Honor Society)

Undergraduate Studies, Liberal Arts,
Arizona State University

Lara Diettrich

Lara has been providing professional services for more than 23 years in the vast array of urban, regional, and community planning primarily located in Northeast Florida, while also serving the outer surrounding counties throughout the state.

REPRESENTATIVE PROJECT EXPERIENCE

Baker County 2040 Comprehensive Plan Update, Baker County, FL.

Director responsible for overseeing the drafting, editing, transmittal, adoption, implementation, and interpretation of the Updated 2040 Comprehensive Plan. The effort involved two years of collaboration between the Community Development Department, consultant, the public, County Administration, Land Planning Agency, and the Baker County Board of County Commissioners. Bi-monthly workshops addressed each element, their shared data, Goals, Objectives and Policies (GOPs), maps, and areas of interest such as schools, roads, economic development, capital improvements, and the introduction of a new element for Wildland Urban Interface and FDOF Southern Fire Risk Assessment Model GOPs.

The District (aka “Healthy Town”) Southbank Downtown Riverfront, Jacksonville, FL.

A master planned mixed use community that Lara authored and co-planned based upon the Urban Land Institute’s Building Healthy Places Initiative Best Practices. The riverfront site is being developed with 950 apartments, townhouses and condominiums, 200 hotel rooms, 200,000 square feet of office space, 121,600 square feet of retail space, 125 marina slips, plus a waterfront park that will be open to the community.

Kanine Social, St. Johns Town Center, Jacksonville, FL.

The only indoor/outdoor dog park and dog bar with dog boarding and grooming facilities, pop up restaurants, two-story mezzanine and bar with large covered pavilion for music and festivals, with multiple parks for family and friends, with private and restricted access dog parks.

Haw Creek Preserve, City of Bunnell, FL.

A master planned village set in a rural and community town where spacious large-lot living will coincide with nature, concentrated mixtures of neighborhood services, co-mingle with affordable and market-rate housing for transitional living between ages and lifestyles, book-ended by Florida’s rural and coastal settings

OTHER REPRESENTATIVE PROJECTS

Community Redevelopment Area (CRA) Planning

- American Beach Finding of Necessity, Nassau County, FL
- DIA, North-Southbank CRA Plan Updates, and first Business
- Investment & Development Strategy, Jacksonville, FL
- Jacksonville International Airport CRA Plan Amendment
- King/Soutel Crossing CRA Plan Update, Jacksonville, FL
- CBD, South Historic and North Historic CRA Plans, Palatka, FL
- CRA Advisor for Future CRA Planning, Melrose, FL
- CRA Advisor for Future CRA Planning, Live Oak, FL



Kailey Saver, AICP

Kailey brings more than six years of diverse experience in community development and transportation planning. She enjoys engaging the public and shaping the future of a community in a way which benefits the residents. As a land use and transportation planner, she has a focus on creating healthy communities and provides deliverables that are realistic and implementable.

REPRESENTATIVE PROJECT EXPERIENCE

Nassau County 2020 Comprehensive Plan Transportation Element Update, Nassau County, FL.

Deputy Project Manager responsible for assisting in updating the Mobility Element of the Comprehensive Plan. The update included reviewing and amending the existing data and analysis, modifying language to reference new FTMS maps, including a new trails map, and the addition of Policy T.02.06 to incorporate context-sensitive design into the roadway network and Policy T.04.06 to encourage the use of utility easements for trails and recreation opportunities. As an implementation method of the mobility element update, a sidewalk fee-in-lieu policy was drafted.

Cultivate Canton Vision Plan, Canton, TX.

Deputy Project Manager responsible for assisting with creating the Vision Plan for the City of Canton. As home to the First Monday Trade Days, the small town of Canton accommodates thousands of visitors from all over the southeast for this event. The Vision Plan will guide growth and development in the community and lay the foundation for projects beyond the 2035 plan horizon. The Halff team used big ideas and big moves to identify measurable actions to support the community's vision, provide the city with a framework for land use, mobility, economic development, community character, and fiscal resilience. With a focus on the arts and culture, the vision plan sets forth a path for Canton to be a cultural and entrepreneurship hub for the region.

Connect Abilene 2040 Comprehensive Plan, Abilene, TX.

Urban Planner responsible for the urban planning component for the update to the existing 2003 comprehensive plan. The citizens of Abilene established community-wide guiding principles which the Halff team leveraged in establishing a Neighborhood Planning Framework for future sub-area planning focused on individual district character-based planning. The creation of "place types" for the future land use plan established a framework for revisions to their 2010 Unified Development Ordinance focused on the pedestrian and urban environment experience and not traditional Euclidean zoning principles.

OTHER REPRESENTATIVE PROJECTS

- William Burgess District Context and Connectivity Blueprint, Nassau County, FL
- Tallahassee and Leon County Vision Plan and Comprehensive Plan
- Future Forney Comprehensive Plan, Forney, TX
- City of Edmond, East Edmond Fiscal Planning Study, Edmond, OK
- City of Lewisville, Healthy Infrastructure Plan, Lewisville, TX

ROLE

Deputy Project Manager

EXPERIENCE

6 Years

EDUCATION

Master of Arts, Urban & Regional Planning, University of Hawaii

Bachelor of Arts, Geography, University of South Carolina

CERTIFICATION

Certified Planner, AICP No. 307121



ROLE

QA/QC Manager

EXPERIENCE

27 Years

EDUCATION

Master of Environmental Planning,
Arizona State University

Bachelor of Arts, Business
Administration, Pennsylvania State
University

CERTIFICATION

Certified Planner, AICP No. 022097

LEED Green Associate, U.S. Green
Building Council

Matt Bucchin, AICP, LEED Green Associate

Matt is significantly experienced as a planning consultant and project manager on comprehensive, park, corridor, active transportation, and downtown master planning processes and zoning and land development code projects. Prior to his private sector planning experience, Matt led the planning division for a fast-growing, almost 200,000-person county in metropolitan Atlanta and several years working with the Maryland Department of Natural Resources as a natural resources planner. **The combination of these past experiences has provided him with extensive expertise in drafting plans and codes that reflect good planning principles, while at the same time being sensitive to local political culture and imperatives.**

REPRESENTATIVE PROJECT EXPERIENCE

NEXT Broken Arrow Comprehensive Plan, Broken Arrow, OK.

Planner responsible for developing scenarios to identify measurable outcomes of alternative development decisions which will inform the eventual future land use plan. This project involved a plan update served as a blueprint to guide smart growth for a community of over 100,000 booming residents. In addition to the traditional comprehensive plan elements, topical items that the plan addresses included strategies for healthy communities, resiliency, sustainability, and Complete Streets concepts. An interactive project website was developed to seek input and share key plan milestones.

Temple Comprehensive Plan: Parks, Recreation, and Open Space Master Plan, Temple, TX.

Planner responsible for the development of a new comprehensive plan and simultaneous parks and trails plan for Temple, Texas. Temple has been a fast-growing community along Interstate 35 centrally located in the Texas Triangle of several metropolitan areas encompassing almost 20 million people. The master plan identified an updated vision for how to respond to continued growth pressures while establishing a proactive action plan for achieving a strong and resilient future. The master plan included the development of a refined character-based land use and thoroughfare planning framework which set out differing areas of unique community character and a more predictable, yet flexible development process. The plan also evaluated the fiscal implications of build-out and established a strong governance framework and alignment with the City's Strategic Action Plan.

OTHER REPRESENTATIVE PROJECTS

- Lampasas Comprehensive Plan, Lampasas, TX
- Marble Falls Comprehensive Plan Update, Marble Falls, TX
- Uniquely Boerne: The Boerne Comprehensive Plan, Boerne, TX
- Williamson County Comprehensive Parks Master Plan, Williamson County, TX
- RENEW Texarkana Comprehensive Plan, Texarkana, TX



ROLE

Principal-in-Charge

EXPERIENCE

24 Years

EDUCATION

Bachelor of Arts, Landscape
Architecture, Kansas State
University

REGISTRATION

Professional Landscape Architect -
Florida No. LA6666755

CERTIFICATION

LEED AP Building
Design+Construction

Joe Loretta, PLA, LEED AP BD+C

Joe has vast experience in the fields of landscape architecture, planting design, streetscape design, and project management. He has been an active team player as a lead design professional or quality control reviewer for more than 50 Florida Department of Transportation (FDOT) or municipal landscape projects throughout the state. Joe sits on the Downtown Development Review Board for the City of Jacksonville. He recently served on the City of Jacksonville Adaptive Action Area Work Group, evaluating a two-foot sea level rise related to the Comprehensive Plan. Joe is active with the North East Florida Builders Association and has strong relationships with local stakeholders.

REPRESENTATIVE PROJECT EXPERIENCE

Hogans Creek, Jacksonville, FL.

Principal-in-Charge responsible for the 30 percent design plans for the 2.5-mile Hogans Creek restoration, recreation plan, and trail master plan. The project includes a natural restoration of Hogans Creek, utilizing multiple natural vegetated design cross-sections within the overall corridor. The plan will include a trail master plan for Hogans Creek, associated with the 30-mile segment of the Emerald Trail.

Bainbridge Downtown & Waterfront Revitalization, Bainbridge, GA.

Design Team Member/Landscape Architect responsible for assisting in the completion of a connectivity master plan for the Flint River waterfront, which included revitalizing Cheney Griffin Park and an environmental interpretation center, along with enhancements to an existing amphitheater, a 10-foot-wide, multi-use trail along the river, a marina, a boat launch facility and associated parking, and a swim complex that included an outdoor park. Halff reviewed the existing site conditions and provided design and permitting services for the ramps, parking, supporting day-use docks, pedestrian access, landscaping, and power and lighting. In order to accommodate the boat ramps, Boat Basin Road was re-aligned and traffic control devices designed to accommodate the revised traffic pattern were added.

Arlington Community Redevelopment Area (CRA), Jacksonville, FL.

Landscape Architect responsible for this project that involved the evaluation of a principal arterial, along with several local roads, as part of the creation of a CRA within the Arlington area of Jacksonville. A corridor master plan was developed to support implementation of the CRA. The plan's intent was to create a vision for the primary corridors through land-use, transportation facilities, and neighborhood preservation measures that achieve a positive image for the corridor. Transportation features that were adopted for the CRA included road diets, on-street parking, bike lanes, wide sidewalk zones, and roundabouts.

St. Johns Park at Friendship Fountain, Jacksonville, FL.

Planner responsible for leading the conceptual park planning, detail landscape architectural, and hardscape design for St. John's Park. The project included revitalization of the entire park grounds surrounding the Friendship Fountain as a community waterfront gathering and active open space.



ROLE

Civil Engineering

EXPERIENCE

27 Years

EDUCATION

PhD, Civil Engineering,
University of Florida

ME, Civil Engineering,
University of Florida

Bachelor of Science, Civil
Engineering, University of
Florida

Bachelor of Science, Physics,
University of Florida

REGISTRATION

Professional Engineer -
Florida No. 57412

Leadership in Energy and
Environmental Design,
Accredited Professional

Michael Coffey, PhD, PE, LEED AP

Dr. Coffey offers a wide range of design experience, including utility infrastructure, transportation, stormwater/hydrology, and maritime projects. He has managed Architectural and Engineering (A/E) teams for delivery of large industrial, land development, and higher-educational projects, as well as serving as the civil engineer of record. In public-sector consultancy, he assisted municipalities with water capacity development, water and sewer system master planning, capital outlay projects, stormwater and roadway design, grant application writing, engineering studies, supply/treatment facility design, permitting, and construction. In private-sector consultancy, he has engineered master plans for large-scale communities and commercial projects, provided direction of civil engineering and permitting efforts for prototype deployment projects, and assisted clients with site feasibility investigations and due diligence.

REPRESENTATIVE PROJECT EXPERIENCE

Crane Island Low Impact Design, Fernandina Beach, FL.

Project Manager and Engineer of Record for this project that included a unique design aspect of the project to conserve as many trees as necessary on the island. Therefore, mass grading was not an option. The drainage design took on a Best Management Practices approach, utilizing vegetated natural buffers and roadway swales as stormwater control efforts in lieu of retention areas. Because the natural grades could be maintained with this approach, most of the trees can remain to create a wooded atmosphere for low country living.

Church and Hogan City Block Development and Adaptive Reuse, Jacksonville, FL.

Project Manager and Engineer of Record responsible for this project that included new construction of an eight story mixed use building totaling 144,500 SF with parking garage and retail first floor. It also included adaptive reuse of a seven story historical building known as Jones Brothers Furniture. The project infilled a city block in downtown Jacksonville. Halff provided civil engineering and landscape architecture for the project. Notable challenges included the site grading to meet ADA as the grade relief along both roads stair stepped buildings along the block faces, stormwater pre-treatment and pollutant credits, then water and sewer utility connections for both buildings.

Callen Run Townhomes Infill, Jacksonville, FL.

Project Manager and Engineer of Record responsible for this project that included infill of a dilapidated parking lot with two-story townhomes. Halff provided the civil engineering and landscape architecture for the project. Low Impact Design (LID) was utilized for stormwater treatment consisting of a combination of dry retention and exfiltration trenches. The project also corrected flat slopes of gravity sewer with a re-alignment of the trunk line that not only served the project but an adjacent neighborhood and surrounding business district.



ROLE

Civil Engineering

EXPERIENCE

7 Years

EDUCATION

Bachelor of Science, Civil Engineering, Hydrology, and Water Resources, University of Florida

REGISTRATION

Professional Engineer - Florida No. 81393

Cody Smith, PE

Cody brings design experience on a variety of land development projects for commercial, industrial, and residential sector clients. His design experience includes due diligence and site investigation reporting, site design, stormwater management design, utilities design, local and state permitting, and project construction administration. He is proficient in ICPR 3, ICPR 4, Flowmaster, and Hydraflow.

REPRESENTATIVE PROJECT EXPERIENCE

Entrada Amenity Center, Saint Augustine, FL.

Stormwater Engineer responsible for this project that involved a detail design and permitting for Phase 1 for the Entrada Amenity Center. Phase 1 amenity center is four acres and includes a 3,700-SF pool, 1,500-SF splash pad, 5,000 SF club building, tot lot, two pickleball courts, and a shade structure.

Waterford Lakes Amenity, Saint Augustine, FL.

Stormwater Engineer responsible for this project that involved design development and construction drawings for the Waterford Lakes Community amenity center located on 1.18 acres, near the entry of the community. The amenity center includes a 2,800-SF pool along with a children's splashpad. Waterford Lakes is planned as a 400-townhome community on approximately 63.08 acres.

The Rookery Amenity Center and Park, Green Cove Springs, FL.

Stormwater Engineer responsible for this project that included an 11.28-acre amenity center and 3-acre park to accommodate the Rookery Development's Phase 1 of construction. The amenity center includes an open air multi-use field, multiple pools, pickleball, dog park facilities, walking trails, and parking.

Freedom at Sawmill Amenity Center, Palm Coast, FL.

Stormwater Engineer responsible for assisting on this project that included the preparation of a conceptual design, detailed design, phasing and permitting plans for this 1.3-acre amenity center. The amenity center includes a main club building, lagoon style pool, pickleball, dog park facilities, walking trails, shade structures, and parking.



Sean Lahav

Sean has specialized experience in resilience planning across both local and regional scales. Sean has advised elected officials and local governments on policy matters related to community resilience, presented to elected commissions and civic organizations on more than 50 occasions, and has written award-winning FDEP resilience planning grants cumulatively totaling \$750,000.

REPRESENTATIVE PROJECT EXPERIENCE

Apalachee Regional Planning Council (ARPC), Nine-County Regional Vulnerability Assessment. Tallahassee, FL.

Project Manager responsible for the ARPC's development of a regional vulnerability assessment for the nine-county region. Led a multi-disciplinary team of coastal and civil engineers, water resource professionals, GIS analysts, and planners in an effort to evaluate the vulnerabilities of critical and regionally significant assets to the climate hazards of storm surge, sea level rise, precipitation, and compound flooding. Coordinated project efforts with local government officials from Leon, Gadsden, Liberty, Jackson, Calhoun, Gulf, Wakulla, Franklin, and Jefferson Counties.

Northeast Florida Economic Resilience Task Force, Northeast FL.

Grant Manager responsible for a grant awarded by the U.S. Economic Development Administration and served as Chairman of a policy group of 20 leaders from the government, private, and nonprofit sectors. Partnered with 24 organizations and local governments to identify policy strategies in order to develop actionable recommendations related to COVID-19 economic recovery and presented recovery plan to elected commissions on 22 occasions across Nassau, Baker, Duval, Clay, St. Johns, Flagler, and Putnam Counties. Project recognized with NADO Impact Award.

Comprehensive Planning for Nassau County, Fernandina Beach, and Callahan, FL.

Planner responsible for advising Nassau County and its respective municipalities on statutorily-required comprehensive plan amendments relating to Water Supply Facilities Work Plans and Peril of Flood. Sean was responsible for developing Water Supply Facilities Work Plans for Nassau County, Fernandina Beach, and Callahan and also guided Fernandina Beach through a Peril of Flood comprehensive plan amendment.

OTHER REPRESENTATIVE PROJECTS

- City of Fernandina Beach Vulnerability Assessment, Fernandina Beach, FL
- Jacksonville City Council Special Committee on Resiliency, Jacksonville, FL
- City of Atlantic Beach LEED for Cities Certification Team, Atlantic Beach, FL

ROLE

Resilience

EXPERIENCE

7 Years

EDUCATION

PhD, Urban & Regional Planning,
Florida State University
(In Progress)

Master of Public Administration,
Public Administration & Policy,
University of North Florida

Bachelor of Arts, Political Science,
University of North Florida



Ashley Lein

Ashley is a community resilience planner with experience in a variety of coastal and civil engineering projects. Her experience also extends to the land development and planning of residential communities throughout Florida.

REPRESENTATIVE PROJECT EXPERIENCE

FEMA Storm Surge and Nearshore Wave Modeling, Atlantic Coast, U.S.

Coastal Engineering Intern responsible for assisting in developing ADCIRC and SWAN coupled models to establish hurricane surge levels along the Atlantic coast. Her responsibilities included analyzing data, and gathering and preparing historical storm and tide data for model validation. Modeled results could then be used in floodplain analyses and inundation assessments for FEMA flood insurance studies.

Florida Inland Navigation District (FIND) Dredge Management Material Area FL-3, Flagler County, FL.

Coastal Engineering Intern responsible for onsite operations management and regular groundwater monitoring for the dredging efforts of the first reach and deposits into the FL-3 Dredge Material Maintenance Area (DMMA). The FIND conducts frequent intracoastal waterway dredging for sediment maintenance.

Martin County Beach Nourishment, Martin County, FL.

Coastal Engineering Intern responsible for assisting in the collection of historical survey data and the development of beach nourishment construction templates for coastal resilience for the ongoing coastal engineering, nourishment services, and performance monitoring in Hutchinson Island, Florida. In 2018, over 400,000 CY of offshore sand was dredged and placed along R-1 to R-19.8 based off construction templates designed to increase shoreline stabilization and resilience against storm surge and other coastal hazards.

Revere Master Planned Unit Development, Denver, CO.

Forward Planner responsible for managing the entitlement and planning efforts for a 1,500-unit residential land development project. Her responsibilities included managing a team of consultants through the conceptual/preliminary development plans and the preliminary/final construction drawings. Community involvement and coordination with the local municipality representatives was a priority.

Highlands Ranch Master Planned Unit Development, Denver, CO.

Civil Engineering Analyst responsible for providing technical support in the civil design of a 600-unit residential land development project. Site development planning included the development of final construction drawings for the site layout, grading, drainage and stormwater management design, utility design, and erosion and sediment control design.

ROLE

Resilience

EXPERIENCE

6 Years

EDUCATION

Master of Science, Port and Coastal Engineering, University of North Florida (In progress)

Bachelor of Science, Civil Engineering, University of North Florida



Raymond Deschler

Ray's experience includes the fields of applied ecology, water resources, and GIS. He has worked on a wide array of projects, ranging from lake, riverine, and wetland ecosystem assessments, to urban resilience research and community development. Ray's experience includes geospatial analysis and modeling, spatial data management and QA/QC, vegetation monitoring/analysis, habitat mapping, and qualitative case-study research.

REPRESENTATIVE PROJECT EXPERIENCE

Apalachee Regional Planning Council (ARPC), Nine-County Regional Vulnerability Assessment. Tallahassee, FL.

GIS Specialist responsible for this project that involved developing a regional climate vulnerability assessment for the nine-county Apalachee Region. Halff supported the Apalachee Regional Planning Council (ARPC) with implementation steps of a Regional Resilience Entity grant awarded by the FDEP Resilient Florida Program. The focus of the project was to comprehensively evaluate current and future climate vulnerabilities across the region and the risks presented by those vulnerabilities to critical and regionally significant assets.

Hickory Creek Comprehensive Plan, Hickory Creek, TX.

GIS Specialist responsible for assisting on this project that included the establishment of a Vision Committee to help guide the process, a series of special interest focus groups and a community-wide survey all of which are shaping the vision, goals and proposed implementation plan for the town.

Professional Services for Resilience Planning, Jacksonville, FL.

GIS Specialist responsible for the development of a comprehensive resilience strategy to address the environmental, social, and economic threats brought on by climate change. The resilience strategy will be the guiding force behind how Jacksonville will adapt its infrastructure and public policy to address long-term climate risks.

Red Bug Lake Minimum Levels Evaluation, Seminole County, FL.

Lead Scientist responsible for the environmental assessment portion of the project. This study evaluated a variety of sensitive ecosystem features at Red Bug Lake and identified the minimum hydrologic conditions necessary to prevent adverse harm to the lake's ecology and water resources from overextraction of groundwater. This project will help make sure that an adequate water supply for the lake is maintained. Project work included environmental data collection and analysis, development of a high-resolution topo-bathymetric Digital Elevation Models (DEM), habitat change analysis, and a technical report.

ROLE

GIS

EXPERIENCE

10 Years

EDUCATION

Master of Science,
Environmental Resource
Management, University
College Dublin

Bachelor of Arts, Latin
American Studies/Spanish,
Flagler College



Jordan Limburg, PLA, ISA

Jordan has vast experience in landscape architecture, irrigation design, land planning, surveying, and engineering. He has worked on parks, urban design, residential, commercial, institutional, and industrial development projects in the private and public sectors. Before beginning his landscape architecture career, Jordan served seven years supporting the Civil Engineering Corp in the United States and traveled around the world as part of the Seabees in the United States Navy. His primary responsibilities include land planning; detailed landscape, irrigation, and hardscape design; permitting coordination; construction administration; and arborist services.

ROLE

Landscape Architecture

EXPERIENCE

29 Years

EDUCATION

Master of Business Administration, Management, University of North Florida

Bachelor of Science, Construction Management, University of North Florida

REGISTRATION

Registered Landscape Architect - Florida No. FL-LA6667021

ISA Certified Arborist - Florida No. FL-9478A

REPRESENTATIVE PROJECT EXPERIENCE

Hogans Creek Stream Restoration and Trail, Jacksonville, FL.

Landscape Architect responsible for greenscape design. This project involved developing a 30% stream restoration design for the Hogans Creek sections of the Emerald Trail Project. The goal is to reduce flooding, improve water quality, and provide access and recreational opportunities along the creek. Preliminary plans are currently being shared with the community to gather input that will be incorporated into the iterative design process. The Trail Master Plan includes improving the crossing conditions along existing Hogans Creek greenway and enhancing the overall quality of the greenway to match the established design standard for the entire Emerald Trail system.

Navarre Park Master Site Plan, Jacksonville, FL.

Landscape Architect responsible for preparing the Master Site Plan for Navarre Park. Project included the redevelopment to the existing park to provide a world class recreational experience for all ages and abilities. The redevelopment included reconfiguring of parking, butterfly gardens, butterfly house learning center, kayak launch, trellis swings, picnic shelters, interactive water play area, shade structures, decorative pavement, memorial, covered stage, seawall, and bioretention.

Benny Russell Park Expansion, Santa Rosa County, FL.

This project involved the expansion of the 30-acre existing park to provide a world-class recreational experience. The park master plan was divided into four phases encompassing additional parking, restroom facility, picnic pavilions, site furnishings, multi-purpose sport fields, fitness zone, play area, interactive splash pad, and a multi-use trail weaving through the expansive tree preservation area.

St. Johns Park Friendship Fountain, Jacksonville, FL.

St. Johns River Park is located on the southbank waterfront between the Main Street and Acosta bridges and home to Friendship Fountain. Halff is the lead landscape architect taking this project through a major transformation build around the theme of "Exploring the St. Johns River." Plans include a botanical garden, themed \$1.2-million playground, splash pad, restroom and concession building, picnic areas, seating areas, refined trellis shade structure, wedding venues, and updated overall hardscape design and appearance to the park.



ROLE

Landscape Architecture

EXPERIENCE

2 Years

EDUCATION

Bachelor of Science,
Landscape Architecture,
University of Nebraska-Lincoln

Kaitlin Heckman

Kaitlin is a Landscape Designer with experience in planning and designing outdoor spaces to create aesthetically pleasing, functional, and sustainable environments. Her project experience ranges from public parks and urban plazas to private gardens and commercial developments.

REPRESENTATIVE PROJECT EXPERIENCE

Latham Plaza Design, Jacksonville Beach, FL.

Landscape Designer responsible for assisting on this project that includes the conceptual design for 2.5-acre Latham Plaza/Seawalk Pavilion in the City of Jacksonville Beach. The concept includes terraced seating, grand stairways, and ADA-accessible ramps in front of the Seawalk Pavilion. Latham Plaza will include two water features, a small performance stage, locations for public art, connecting pathways, natural and man-made shade, and other typical park amenities for Latham Plaza. The ultimate goal is to complete construction in 2025.

Sawmill Landing Amenity Center, Jacksonville, FL.

Landscape Designer responsible for assisting on this project that includes the conceptual design, detailed design, phasing, and coordinating site permitting and architectural plans for the Sawmill Landing Amenity Center. The center includes a main clubhouse, open-air picnic pavilion, and multi-use space for hosting swimming or pickleball tournaments. The site includes leisure pool, Junior Olympic-size swimming pool, eight pickleball courts, children's splash pad, playgrounds, playfields, and custom landscape plan.

Downtown Park Connection and Pedestrian Amenity Zone Detail Design, Jacksonville, FL.

Landscape Designer responsible for assisting on this project including developing immediate recommendations for amenity zone upgrades and developing construction details toward completing construction bringing the amenity zone of one streetscape segment up to current City of Jacksonville Design Guidebook standards.

Riverwalk Performing Arts, 100% Construction Plans, Jacksonville, FL.

Landscape Designer responsible for assisting on this project that includes detail hardscape design, permitting, and construction plans for specific sections of riverwalk bump outs in front of the Performing Arts Center. The Riverwalk will include shade structures that will require structural design. Additional elements along the Riverwalk will include hardscape details, paver design, railing, seating, and lighting and electrical coordination.



ROLE

Water Resources

EXPERIENCE

24 Years

EDUCATION

Master of Science, Coastal and Oceanographic Engineering, University of Florida

Bachelor of Science, Civil Engineering, Universidad Nacional Autonoma de Mexico

REGISTRATION

Professional Engineer - Florida No. 64644

Certified Floodplain Manager - 05-01518

Guillermo Simon, PE, CFM

Guillermo has extensive experience in the fields of coastal engineering and surface hydrology and hydraulics (H&H). His background includes a wide variety of projects, ranging from single lots to multi-county and basin-wide projects, from scoping to completion and quality control. Guillermo's experience includes engineering analyses, modeling, and design. He is currently serving on the City of Jacksonville's Environmental Protection Board, providing input on regulations necessary for the administration and enforcement of the City's environmental laws. He also acts as the Compass PTS team's Coastal Engineering Subject Matter Expert for the Gulf of Mexico region. Compass PTS is responsible for production and technical services for FEMA.

REPRESENTATIVE PROJECT EXPERIENCE

Hogans Creek Stream Restoration and Trail, Jacksonville, FL.

Project Manager responsible for the coordination of a multidisciplinary team of experts and extensive outreach efforts to restore Hogans Creek to a more natural, resilient state. Project tasks include stream restoration, hydraulic modeling of tidal and runoff conditions, alternatives analysis, environmental assessment, surveys and outreach support.

Don CeSar and Boca Ciega Neighborhood Sea Level Rise Adaptation Alternatives, St. Pete Beach, FL.

Senior Coastal Engineer responsible for the development of drainage adaptation measures due to sea level rise for the Don CeSar Peninsula in St. Pete Beach. Study tasks include sea level rise and king tide flooding assessment; short-and long-term drainage alternatives to mitigate tidal flooding; interior flooding assessment and drainage adaptation alternatives; and implementation costs.

ARPC Vulnerability Assessment, Leon, Gadsden, Liberty, Jackson, Calhoun, Gulf, Wakulla, Franklin, and Jefferson Counties FL.

Water Resources Engineer responsible for the development of a vulnerability assessment for the ARPC covering three coastal counties and six inland counties in north Florida. This study applied the 2022 Florida Statute for vulnerability assessments for the first time in the state. Tasks include compilation and formatting of GIS data layers to describe and quantify infrastructure assets; assessment of future coastal and inland flood risks including sea level change, increased precipitation and compound flood effects; development of a GIS database to identify vulnerable critical assets.

San Jacinto Regional Master Drainage Plan, Harris County, TX.

Project Engineer responsible for the drainage master plan of a 2,120-square-mile watershed with over 530 river miles of hydraulic river modeling. The plan included conducting a comprehensive flood mitigation master drainage plan of the San Jacinto River Basin's major streams that identified vulnerability to flood hazards that result in loss of life and property, developed approaches to enhance public information and flood level assessment capabilities during a disaster, and evaluated flood mitigation strategies that can improve community resilience.



ROLE

Water Resources

EXPERIENCE

3 Years

EDUCATION

Bachelor of Science, Civil
Engineering, Colorado State
University

REGISTRATION

Engineer in Training -
Colorado No. 0077165

Certified Floodplain Manager
No. US-22-12309

Sara McMahan, EI, CFM

Sara is experienced in the design of utility infrastructure and stormwater projects. She specializes hydrology and hydraulics modeling on basic level engineering projects for municipal agencies in Florida and Texas. She applies her current studies of Civil Engineering at the University of Central Florida to bring new ideas and theories to all her work.

REPRESENTATIVE PROJECT EXPERIENCE

Hogans Creek Stream Restoration and Trail, Jacksonville, FL.

Engineer responsible for providing engineering support for the hydrologic and hydraulic (H&H) modeling of Hogans Creek. The goals of the Hogans Creek project include improving natural creek and habitat functions, flood mitigation, water quality improvements, and the development of parks and trails plan that is consistent with Groundwork Jacksonville's vision for the Emerald Trail. The hydraulic model will support stream design by simulating changes in water levels and flow frequencies from the simulation of different channel alignments, cross sections, and hydraulic structures. The hydraulic model will also provide information to identify flood mitigation solutions that may reduce flood risks from Hogans Creek.

FEMA Region VI Compass Risk MAP Production, Multiple Locations.

Engineer responsible for providing engineering support for large watersheds across Texas, Louisiana, Oklahoma, and Arkansas. The Halff Team is providing technical planning and reviews with GIS-based tracking and reporting. Tasks included Letters of Map Change (LOMC) investigations, Congressional Correspondence support, FEMA's Coordinated Needs Management Strategy (CNMS) database updates and maintenance, Regional Standard Operations Production including Physical Map Revisions (PMR), Post Preliminary, Levee Analysis and Mapping Procedures (LAMP) Plans, and Base Level Engineering (BLE) analysis.

TWDB Statewide Mapping Efforts, Multiple Locations, TX.

Engineer responsible for providing engineering support for 2D modeling of large watersheds across Texas. The near-term targets of the statewide mapping efforts are to provide base level modeling and mapping for Regional Flood Planning by early 2021 and to develop FEMA-compliant base level engineering by 2023. To achieve these near-term targets, the base level engineering guidelines are intended to verify consistent approaches, optimize efficiencies, maintain quality, and expedite schedule.

City of Lubbock Master Drainage Plan (MDP) Update, Lubbock, TX.

Engineer responsible for providing engineering support for the H&H modeling of playa systems for the 2021 update to the City of Lubbock MDP. The goals of the MDP Update were to utilize Interconnected Channel and Pond Routing Version 4 modeling software to update the existing MDP with proposed development thoroughfares and land-use. The resulting floodplain mapping will support the City of Lubbock's future development planning.

Tab 5 - Delivery and Approach

COMMUNICATION PLAN & MANAGEMENT

Halff proposes a unique team that consists of professional planners, landscape architects, resiliency experts, and GIS mapping technicians that have lived in, around, and served Nassau County for decades. We have a vested interest in making sure that Nassau County is served well for its betterment now and for its future. There is only so much land to govern and so much development that can occur while protecting its greatest assets: the waterways, public lands, wildlife, its history, and its residents.

It is critical for the County to have the support and guidance of experts that have the life experience of serving in the public sector, but also having been a part of the regulatory process from the applicant's perspective for the purpose of helping those administrations navigate development within and for the community. It takes a balanced team to understand the nuances and sensitivities that are intentionally thought of when fostering policies that must cross over and support one another. It is this type of experience with multiple perspectives that makes the Halff team more intuitive than others. Our interests include being responsible, creative, intentional, and consistent when reviewing, applying, and giving sound support to the County's goals, objectives, and policies and land development regulations. Providing sound and competent support is not only our passion but it is our responsibility.

We understand how important it is to communicate effectively with stakeholders for transparency purposes and to obtain and maintain support for any projects presented by the County. For that reason, Project Manager, Lara Dietrich will function as a direct extension of Nassau County's Project Representatives, depending on the specific discipline. Lara will then engage the necessary team staff depending on the discipline and size of project. On our similar on-call contracts with cities and counties in this same region, we have experienced the need to fit the right-sized staff with the right-sized project to save our clients' time and resources.



Whether at a technical level or in layman's terms, we believe that effective communication integrates all stakeholders for the common goal of making projects a success, while informing and educating the public along the way. Not only is it important for the project's success, it confirms adherence to policies and procedures for projects that may involve grant funding, whether it be state or federal. Through Halff's previous projects, we have utilized the following four tools that combine both written and oral communication methods so that effective communication is integrated throughout the duration of the project:

1. **Written and Thorough Quality Management Plan (QMP)** - Our QA/QC Manager, Matt Bucchin, AICP, LEED Green Associate, will develop a project-specific QMP and assist Nassau County and the project's Task Leader in communicating to the design team the expectations in developing a quality set of deliverables. At project initiation, Matt (QA/QC Manager) will implement a QMP, approved by Lara Dietrich (Project Manager), that

Tab 5 - Delivery and Approach

will begin with conducting an independent review of the draft design, so that there is technical accuracy and conformance to the County's requirements and project's design compliance with all applicable funding policies.

A QA/QC certification letter will be provided at all project milestones for project design compliance that summarizes approved variances if needed.



2. **Documented and Mutually Agreed Upon Communication Plan** - A Communication Plan will be developed for this contract that creates the template for consistent and effective communication throughout the project. The communication plan will provide details specific to the County which shall include the following: list of stakeholders, area of responsibility, all correspondence (email, meetings, phone calls, letters and memos, minutes of meetings, progress reports, etc.) and a communication/coordination schedule (weekly, bi-weekly, monthly). The frequency of these coordination meetings will be agreed upon by both the County and Lara. Communication during these meetings will discuss project status, expedient decision making, and review of the project's design schedule so that the County's project(s) are delivered on time and within budget. These elements will be communicated during the meetings and followed up in writing regularly to both the County's project leadership and Halff's project leadership.

3. **Adaptable Communication Methods** - In today's affairs, Halff realizes the importance of using every communication tool available to make the project transparent and easily accessible to the community. During the last 24 months, Halff has developed public meetings in various formats: virtual, hybrid and in-person.
4. **Clear Progress Reporting** - Once the first three steps are complete, continuing lines of open communication are maintained and combined with monthly progress reports associated with invoicing. The progress reports contain a running tally of completed and still outstanding meetings and key deliverables, a summary of pertinent client/consultant communication for the month, a summary of what Halff will be working on during the upcoming reporting period and a status check on the percent of the project complete.



INNOVATIVE APPROACHES

Halff is always thinking of innovative ways to leverage our experience to bring innovation to clients. No city or county has the same challenges or needs, however our exposure to serving public clients provides us the opportunity to apply novel concepts every time we see a challenge.

✔ **Economy. W**

diligently to optimize project budgets without compromising quality. For example, in the construction of new infrastructure projects, we will employ innovative design techniques to optimize construction phases and minimize construction costs. Thinking as a contractor, and also as an owner that has to optimize one's budget, is the mindset that we tune into as we develop a project where quality and economic feasibility meet.

✔ **Schedule.** We understand the importance of meeting project schedules and implications

compliance when project schedules are not met. We focus on a team commitment for our managers and professionals to keep schedule compliance paramount. This self-driven initiative is based in the core belief

success of any plan.

✔ **Technology Leverage.** Innovation is at the core of our engineering services. For instance, we utilize advanced 3D modeling and simulation software to optimize designs and validate construction plans before breaking ground. Additionally, we will explore the implementation of smart infrastructure

management systems and sensor-based

safety, and sustainability within the County.

✔ **Relevancy of Future Technologies.** We recognize the importance of embracing future technologies that align with Nassau County's Planning Department and Development Services Department's goals. For instance, we will actively explore the integration of electric-powered vehicles in the municipal

based vehicles. Furthermore, we will incorporate sustainable materials and

practices in our construction projects, verifying resilience against climate change and reducing the carbon footprint of the County's infrastructure.

✔ **Environmental Stewardship and Resilience.** Our team will work closely with Nassau County's Planning Department and Development Services Department to incorporate green infrastructure solutions, such as green roofs and permeable

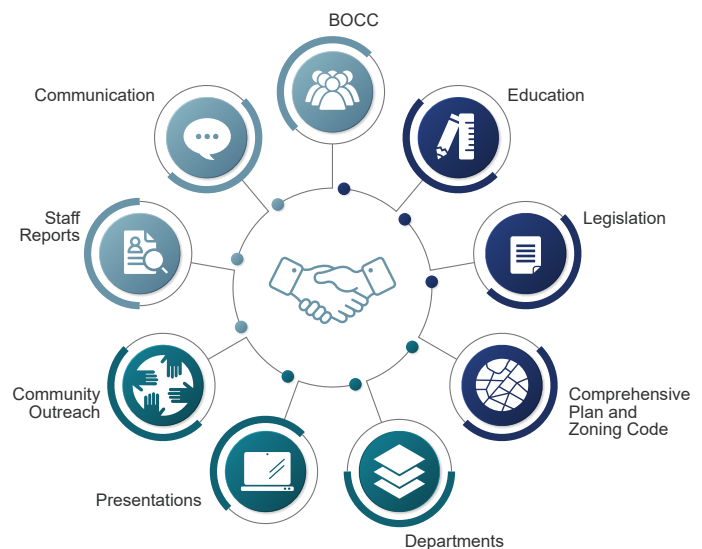
Additionally, we will assess the vulnerability of critical infrastructure to climate change impacts and develop resiliency strategies to enhance their durability and adaptability.

Halff recognizes the symbiotic relationship with Nassau County that is necessary for constructive daily function, efficiency, order, delivery, and progress.

NASSAU STAFF AND HALFF

Halff understands the importance of working with Nassau County staff in providing expertise in all submittal reviews and deliverables and presenting in workshops and public hearings, to walking projects through multiple departments as one of your own.

Our team brings loyalty, trust, and reliability to Nassau County so that the County may keep its focus on programs, policies, and processes.



STAFF REPORTS

Halff planning staff provides various types of reports to support our clients in their goals of analyzing urban challenges, proposing solutions, and verifying the orderly and sustainable development of counties and communities. Our team provides the following reports on a regular basis to our clients including, but not limited to:

- Current Planning:** All of Halff's Planning and Landscape Architecture (PLA) leadership staff (including Lara Dietrich, the proposed PM for this project; and Kailey Saver, who has actually worked on current planning for Nassau County), have been tenured in the public sector doing current planning. This includes working developers, citizens, and other County staff processing applications for rezonings, comprehensive plan amendments (CPAs), variances, zoning exceptions, etc.
- Comprehensive Plan:** This is a long-term vision and policy document that outlines the overall development and land-use strategies for an entire city or region. It typically covers a wide range of topics, such as transportation, housing, economic development, open spaces, and infrastructure.
- Land Development Regulations:** This report defines the specific land-use regulations and zoning codes for different areas within a city or region. It sets out the permitted uses and development standards for each zone, verifying appropriate use of land and consistent urban growth.
- Environmental Impact Assessment (EIA):** An EIA report evaluates the potential environmental impacts of a proposed development project or urban plan. It helps identify potential risks and provides recommendations to mitigate negative effects on the environment.
- Transportation and Corridor Plan:** This report focuses on transportation and mobility issues, proposing strategies to improve transportation systems, reduce congestion, enhance public transit, and promote active transportation modes like walking and cycling.
- Housing Needs Assessment:** This report assesses the current and future housing demands of a community. It analyzes demographic trends, income levels, and housing market conditions to identify the need for affordable housing and appropriate housing policies.
- Economic Development Plan:** Urban planners may prepare reports outlining strategies to foster economic growth, attract investments, and enhance job opportunities within a city or region.
- Parks and Recreation Master Plan:** This report outlines the development and management of parks, recreational areas, and open spaces. It identifies the need for new facilities and suggests improvements to existing ones.
- Urban Design Guidelines:** Urban planners may develop design guidelines to verify that new developments and buildings align with the overall character and aesthetics of the city. This report can cover architectural styles, building heights, public spaces, and more.
- Historic Preservation Report:** For cities with significant historical assets, urban planners may prepare reports to identify and protect historic buildings, landmarks, and cultural heritage sites.
- Infrastructure and Utilities Plan:** This report examines existing infrastructure, such as water supply, sewage, electricity, and telecommunications systems, and proposes improvements and expansion to support urban growth.
- Civic Engagement:** Halff prides itself on being engagement specialists. Halff includes civic engagement in all of its work, including both in-person (focus groups, key person interviews, committee and commissioner meetings, charrettes, pop-up events, etc.), and virtually (surveys, websites, virtual engagement rooms, etc.).

These reports serve as vital tools for Halff's planning staff to guide the sustainable development and improvement of counties while considering the social, economic, and environmental aspects of urban life.





Baker County
Community Development Department

360 East Shuey Avenue
Macclenny, Florida 32063
Phone (904) 259-3354
Fax (904) 259-5057

STAFF REPORT

DATE: October 24, 2019

TO: Baker County Local Planning Agency

THROUGH: Sharon Padgett, Chair

FROM: Lara K. Diettrich, Interim Planning Director/Staff
Community Development Department

RE: Staff Report
Ordinance No. 2019-34
Variance
6328 Michele Road, Macclenny, Florida 32063

BACKGROUND

Mark Alan and Kristina Ann Akins submitted an application on September 9, 2019 requesting a Variance (VAR) for the subject parcel located at 6328 Michele Road, Macclenny, Florida 32063 with parcel tax identification number 30-2S-22-0120-0000-0110. The subject parcel is 1.00 +/- acre having a land use designation of Very Low Density Residential (VLDR) and a zoning district of Residential Conventional 0.50 acre (RC 0.5).

The Applicant requests a Variance for the reduction of the rear setback from the required twenty-five (25) feet to nine (9) feet four (4) inches. It is interesting to note that the Whispering Pines subdivision was created on March 24, 1988 with its corresponding Covenants, Conditions, and Restrictions (CC&Rs). The RR&Cs required that the rear setback was to be twenty (20) feet, five (5) feet less than the Ordinance Code requires; however, the Ordinance Code was not adopted until 1991, therefore, the CC&Rs accounted for something that the County had not contemplated at the time.

The reason for the need for a Variance is that the applicants are modifying their detached two-car garage and converting it into a detached dwelling unit for use of on-site family only.

The zoning district RC which allows for two (2) dwelling units per one (1.00) acre.

The subject parcel is bound by the following land use designations and zoning districts:

North: VLDR/RC 0.5
South: VLDR/RC 0.5
East: VLDR/RC 0.5
West: VLDR/RC 0.5

ORDINANCE CODE

At the request of the Applicant to propose a Variance to reduce the rear setback, the following are in reference to the request per the Ordinance Code's Land Development Regulations:

Section 24-196 RC 0.5 Residential Conventional District

(a) *Generally.* The provisions of this section apply to the RC 0.5 Residential Conventional District. This district will permit up to two units per acre and provides for the construction of single-family conventional homes in areas with or without public water and waste water facilities within the medium density land use category of the comprehensive plan. Each unit on a lot of one acre or less must have immediate access to a county-maintained paved road. If a parcel is less than one half-acre, it must have central water.

(b) Permitted uses and structures.

(1) Within any RC 0.5 district permitted uses and structures allowed by right are as follows:

(f) Single-family conventional (two units per acre)

(e) Setback and other standards.

(1) Minimum lot requirements (width, depth, and area)

- a. Width: 100 feet
- b. Depth: 120 feet
- c. Area: 0.50 acre

(2) Maximum lot coverage by all buildings and structures. Maximum lot coverage by all buildings and structures shall be 30 percent.

(3) Minimum yard requirements.

- a. Front: 25 feet
- b. Side: 10 feet
- c. Rear: 25 feet

(4) Maximum height of structures. Maximum height of structures shall be 35 feet.

Section 24-458(c)(2) Variance Findings.

- a. There are practical difficulties in carrying out the strict letter of the regulation.

The original subdivision created setbacks prior to the adoption of the Baker County Ordinance Code Land Development Regulations. Therefore, the CC&Rs established their own lot requirements, with a rear setback of 20 feet. The Code was later adopted establishing a rear setback in this area having a RC 0.5 zoning district to have a rear setback of 25 feet, 5 feet more than was built and allowed per the CC&Rs. The subdivision contemplated something and started building homes with their own CC&R rear setback.

- b. The Variance request is not based upon reducing the cost of developing the site.

The Variance is for an existing detached garage for which modifications are being sought by right. The proposed Variance is not reducing the cost of development the site as the site is developed.

- c. The proposed Variance will not increase congestion on public streets, nor danger of fire or other hazard to the public.

There will be no increase in traffic nor any imposition to comprise the safety, welfare and health of the surrounding properties and its residents.

- d. The proposed Variance will not diminish the property values.

The modification will not diminish the property values in the area.

- e. The proposed Variance is in harmony with the general intent of the Code and the surrounding area.

The Variance is in harmony with the general intent of the Code and surrounding area as the existing structure was built under former, expired lot requirements that are less than the current Code.

- f. The Variance does not contravene with the provisions of the Comprehensive Plan.

The indirect reason for the Variance is an allowable use by right in the RC 0.5 zoning district; therefore, the Code language expressed in Section 24-458(2)g. is not applicable.

COVENANTS, CONDITIONS & RESTRICTIONS

The Whispering Pines subdivision was created on March 24, 1988. The subject home, its detached single family dwelling unit and garage, were built in 1993. The builder conjoined two 0.5 acre lots into one 1.00 acre lot. Then built the existing detached single family dwelling unit and detached two car garage in the “middle” of the 1.00 acre parcel. The Baker County Property Appraiser registered this parcel with one parcel number (PIN 30-2S-22-0120-0000-0110) and one 911 address of 6328 Michele Road, Macclenny, Florida 32063.

The Akins purchased the home in 2017. They have worked with the County over the course of the last 15 +/- months in order to modify the detached garage to allow for rooms for aging parents. The dilemma ensued due to many different opinions exercised over this time. Meanwhile a septic permit was approved and a septic system has subsequently been installed to serve the second dwelling, the modified garage. Furthermore, opinions were applied to the process by which this request could be approved. This lead to approvals from the subdivision's Home Owners Association (HOA) and replatting the subject parcel.

There never was an HOA established for Whispering Pines. The CC&Rs have expired as of March 24, 2018, eighteen (18) months ago. Furthermore, the CC&Rs state clearly that they may be amended or rescinded by either 30 of the then record owners or half of the total area of the above-described property.

FLORIDA STATUTES

Title XL

REAL AND PERSONAL PROPERTY Chapter 712

MARKETABLE RECORD TITLES TO REAL PROPERTY

712.05 Effect of filing notice.—

(1) A person claiming an interest in land or a homeowners' association desiring to preserve a covenant or restriction may preserve and protect the same from extinguishment by the operation of this act by filing for record, during the 30-year period immediately following the effective date of the root of title, a written notice in accordance with this chapter. Such notice preserves such claim of right or such covenant or restriction or portion of such covenant or restriction for up to 30 years after filing the notice unless the notice is filed again as required in this chapter. A person's disability or lack of knowledge of any kind may not delay the commencement of or suspend the running of the 30-year period. Such notice may be filed for record by the claimant or by any other person acting on behalf of a claimant who is:

- (a) Under a disability;
- (b) Unable to assert a claim on his or her behalf; or
- (c) One of a class, but whose identity cannot be established or is uncertain at the time of filing such notice of claim for record.

Such notice may be filed by a homeowners' association only if the preservation of such covenant or restriction or portion of such covenant or restriction is approved by at least two-thirds of the members of the board of directors of an incorporated homeowners' association at a meeting for which a notice, stating the meeting's time and place and containing the statement of marketable title action described in s.712.06(1)(b), was mailed or hand delivered to members of the homeowners' association at least 7 days before such meeting. The homeowners' association or clerk of the circuit court is not required to provide additional notice pursuant to s. 712.06(3). The preceding sentence is intended to clarify existing law.

(2) It shall not be necessary for the owner of the marketable record title, as herein defined, to file a notice to protect his or her marketable record title.

RECOMMENDATION

The proposed Variance is required due to the Applicants' modification of their existing detached garage. The current enforceable Code lot requirements require a rear setback of 25 feet in the RC 0.5 zoning district. As the detached garage exists now, it is considered a legally nonconforming structure due to the then applicable CC&Rs 20-foot rear setback. However, once a structure is to be modified it then loses its legal nonconformity and is open for scrutiny. This leads to the need for a Variance to reduce the rear setback from 25 feet to 9 feet 4 inches. If the CC&Rs were in effect, not expired, then the Variance request would be for a reduction from 20 feet to 9 feet 4 inches.

The request by the Applicant is consistent with the Ordinance Code's Land Development Regulations of the Baker County Ordinance Code. Staff recommends **APPROVAL** based upon these findings.



Baker County
Community Development Department

360 East Shuey Ave
MACCLENNY, FLORIDA 32063

Phone (904) 259-3354

Fax (904) 259-5057



October 4, 2019

Dear Property Owner:

Mark and Kristina Akins have submitted an application with the Baker County Community Development Department requesting a VARIANCE for their property located at 6328 Michele Road, Macclenny, Florida 32063. The current land use designation is Very Low Density Residential (VLDR) and current zoning district is Residential Conventional 0.5 (RC 0.5). The current use of the property is residential. The proposed Variance application is requesting a reduction of the rear setback from the required 25 feet to the existing 19 feet. The Akins purchased the home in 2017 with the existing dwelling unit on the subject parcel.

You are being notified of this request because you own property or live in the area. Any objections or support of these requests will be heard at the following public hearings scheduled for:

Baker County Land Planning Agency

Date: October 24, 2019

Time: 6:00 PM or as soon thereafter as can be heard

All hearings will be held in the Board of County Commissioners Meeting Room located at 55 North Third Street, Macclenny, Florida. If you have any questions related to this matter, please contact me at (904)259-3354. A copy of the application is available for review at the Community Development department located at 360 East Shuey Avenue, Macclenny, Florida.

Sincerely,

Lara K. Diettrich
Interim Planning Staff
Community Development Department
Baker County, Florida

Display Ad

2 columns by 10 inches

Not in Legal Section

Advertisement Date:

No later than October 10, 2019

NOTICE OF PROPOSED VARIANCE

The Land Planning Agency (LPA) of Baker County, Florida will consider the proposed VARIANCE described in this advertisement.

The public is hereby notified that the LPA of Baker County, Florida will hold a public hearing on **October 24, 2019 at 6 P.M.** or as soon thereafter as can be heard, in the Board of County Commissioners Meeting Room, 55 North Third Street, Macclenny, Florida to consider the below described Variance application per the Baker County Land Development Regulations, Section 24-458(c). The public hearing is scheduled for the purpose of receiving public comment pursuant to Section 163.3187, Florida Statutes, on the proposed Variance application.

The subject parcel has a land use designation of Very Low Density Residential (VLDR) and a zoning district of Residential Conventional 0.5 (RC 0.5). The Variance proposes to reduce the rear setback from the required 25 feet to 19 feet. The Applicant purchased the home in 2017 with the existing single-family dwelling unit located on a double lot, each 0.5 acres, totalling 1.00 acre. The intent of the Variance application is to seek relief from the existing encroachment into the rear setback as it has not been done so prior to this submittal.

Location Address

6328 Michele Road, Macclenny, Florida 32063

Parcel Identification Number: 30-2S-22-0120-0000-0110

ORDINANCE NO. 2019-24

AN ORDINANCE BY THE LAND PLANNING AGENCY OF BAKER COUNTY, FLORIDA, IN CONSIDERATION OF AN APPLICATION FOR A VARIANCE WITH RESPECT TO A PARCEL OF LAND BEING APPROXIMATELY 1.00 ACRE IN SIZE; SAID REQUEST IN AN APPLICATION SUBMITTED BY MARK ALAN AKINS & KRISTINA ANN AKINS; PROVIDING FOR A VARIANCE TO REDUCE THE REAR SETBACK; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

After the public hearing the LPA may take immediate action to adopt the proposed amendment, or may continue its deliberations to a date, time and place then announced without publishing further notice thereof. A copy of the proposed amendment is available for inspection by the public at the Baker County Community Development Department, 360 East Shuey Avenue, Macclenny, FL, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays. Interested parties may appear at the meetings and be heard with respect to the proposed amendment.

Pursuant to Section 286.0105, Florida Statutes, a person deciding to appeal any decision made by the Local Planning Agency or Board of County Commissioners with respect to any matter considered at the meeting or at any subsequent meeting to which the LPA has continued its deliberations is advised that such person will need a record of all proceedings and may need to ensure that a verbatim record of all proceedings is made, which must include the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Baker County ADA Coordinator by mail at 55 North Third Street, Macclenny, Florida, 32063 or by telephone at (904) 259-3613 no later than three (3) days prior to the hearing or proceeding for which this notice has been given.

Contact Information:

Lara K. Diettrich
Interim Planning Staff
(904)-259-3354
Lara.diettrich@bakercountyfl.org

Please send Proof of Publication to my attention to the e-mail address above.

**THIS PROPERTY
IS UP FOR
VARIANCE**

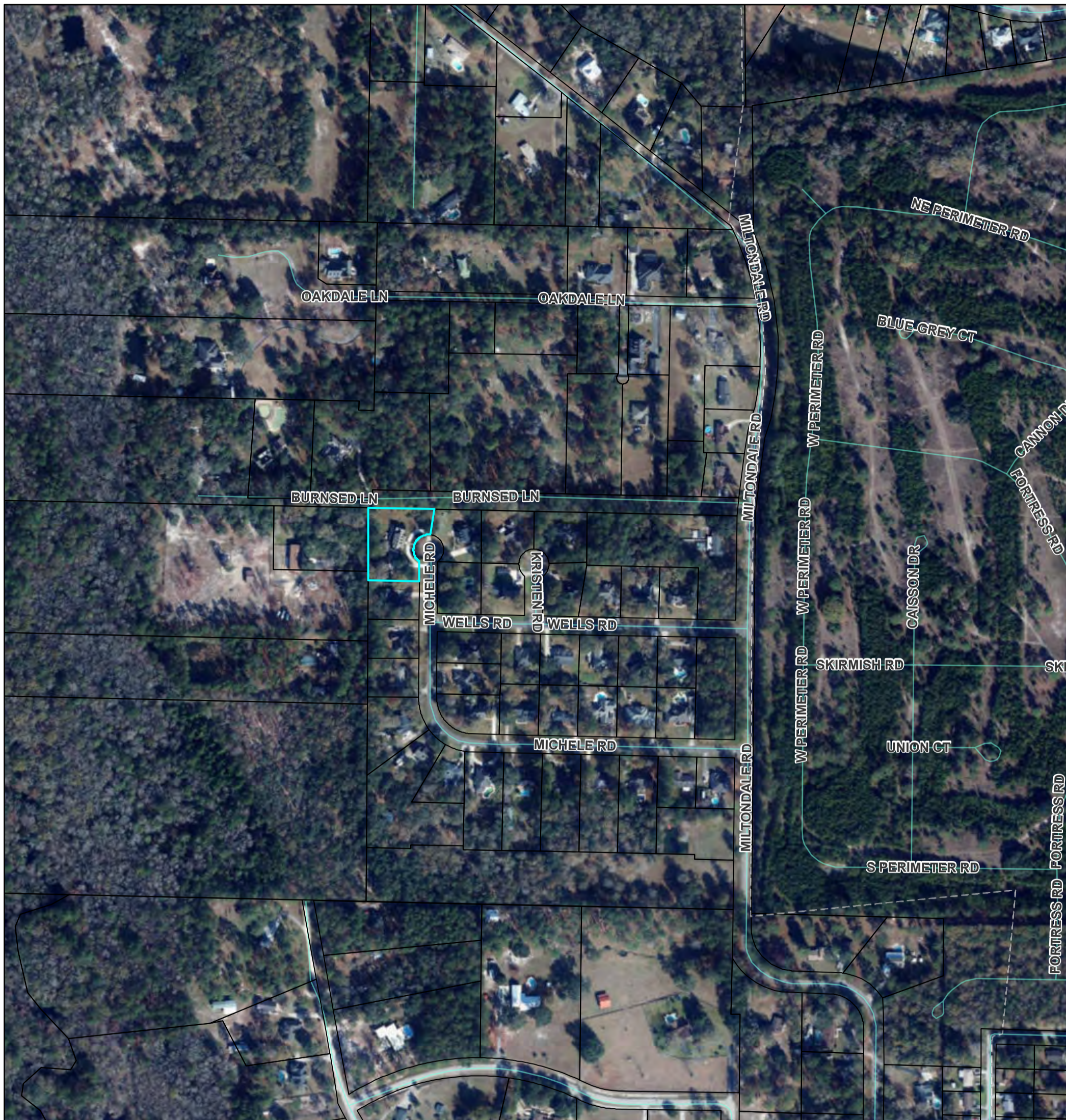
A Public Hearing Will Be Held At:
County Commissioner's Chambers
55 N. Third St.
Macclenny, FL 32063

TIME: 6:00 pm DATE: 10-24-19



**THIS PROPERTY
IS UP FOR
VARIANCE**
A Public Hearing Will Be Held At:
County Commissioner's Chambers
55 N. Third St.
Macclenny, FL 32063
TIME: 6:00 PM DATE: 10-24-19

Akins Variance Aerial Map

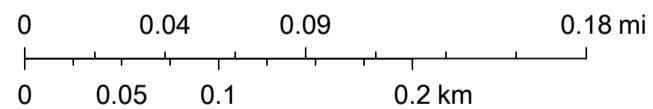


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Parcels

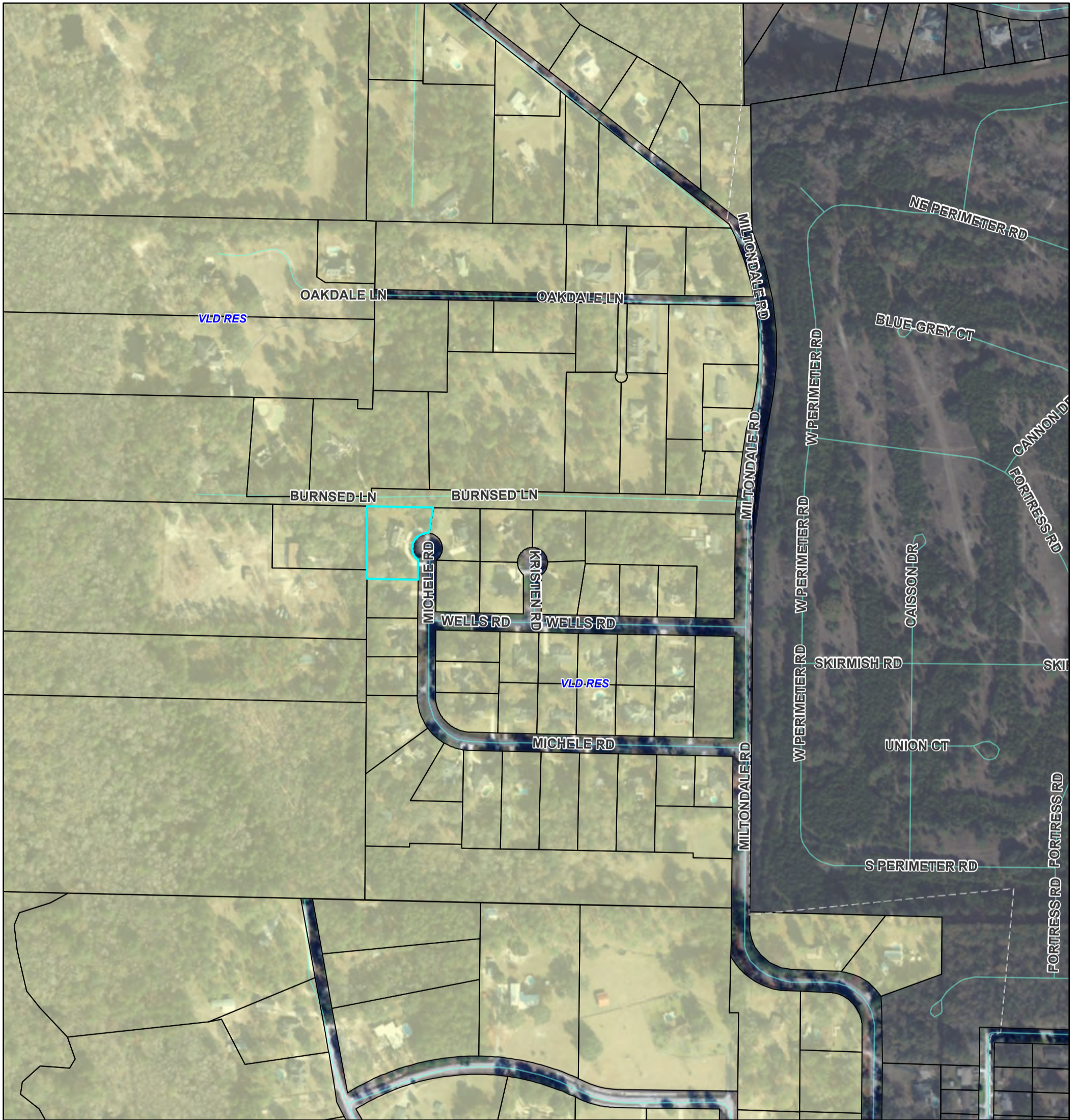
Road Names

1:4,514



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Akins Variance Future Land Use Map

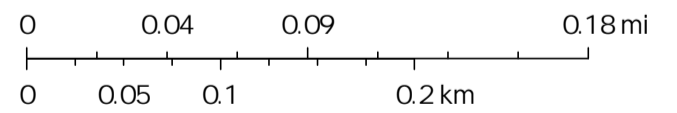


10/14/2019, 4:16:41 PM

2040 County Future Land Use

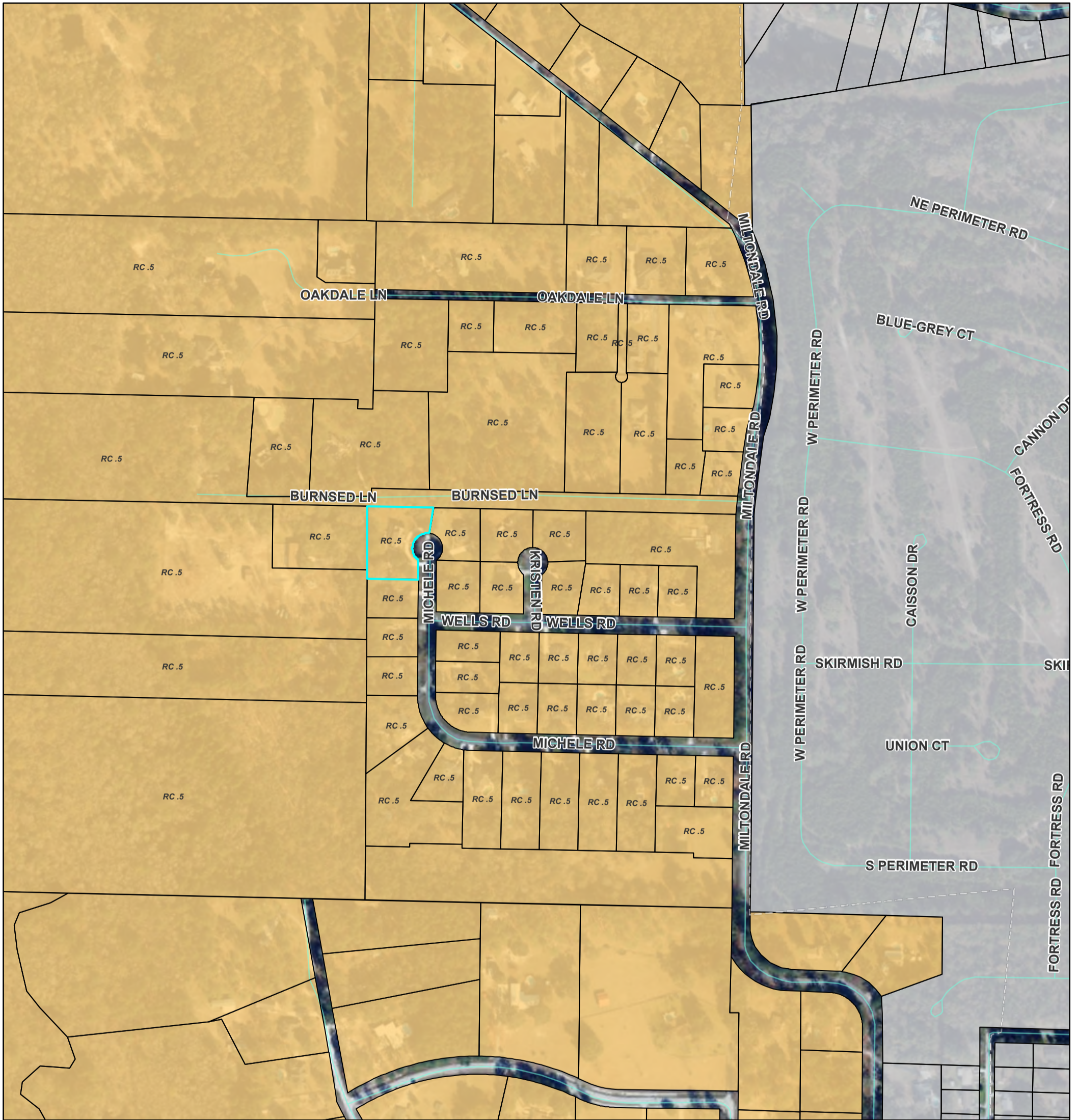
- VERY LOW DENSITY RESIDENTIAL
- INCORPORATED AREAS
- Parcels
- Road Names

1:4,514



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Akins Variance Zoning Map

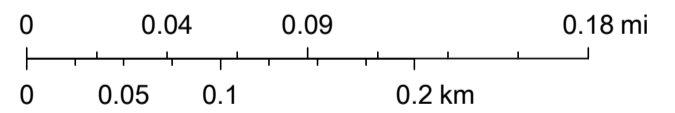


10/14/2019, 4:18:01 PM

County Zoning

- CITY
- RC .5
- Parcels
- Road Names

1:4,514



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Akins Variance Lot Map



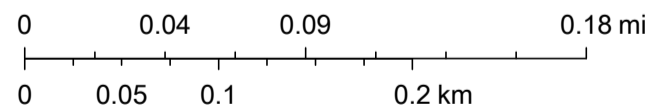
10/14/2019, 4:28:19 PM

Parcels

Road Names

Turn Aerials Off

1:4,514



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

ATTENTION

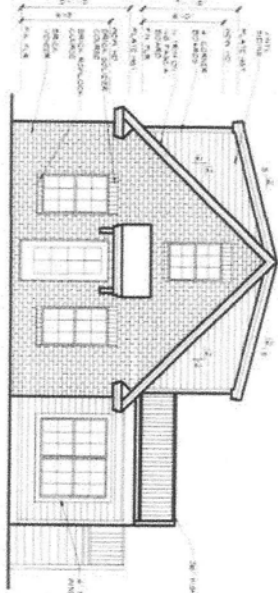
As shown, exterior and interior finishes are indicated by a stippled pattern. The stippled pattern is not to be used for construction purposes. It is intended to provide a visual reference for the contractor. The stippled pattern is not to be used for construction purposes. It is intended to provide a visual reference for the contractor. The stippled pattern is not to be used for construction purposes. It is intended to provide a visual reference for the contractor.

NOTES

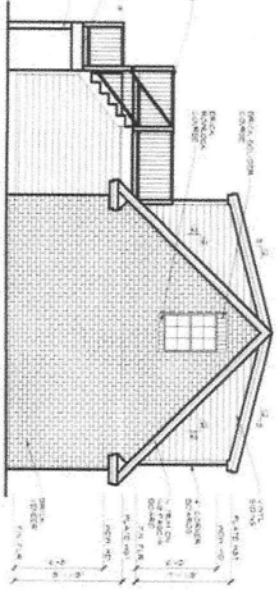
1. ALL FINISHES ARE TO BE IN ACCORDANCE WITH THE 2012 IRC, LOCAL ORDINANCES AND THE LATEST EDITIONS OF THE MANUFACTURER'S LITERATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.

Important:

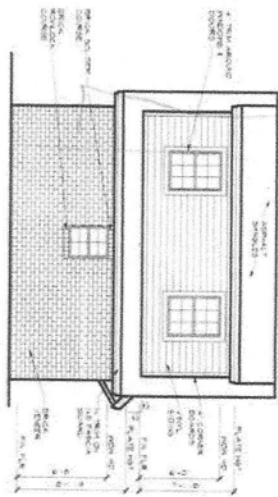
Contractor shall verify all conditions and dimensions before beginning construction. Any deviations shall be reported to the Designer immediately. The Designer shall be responsible for all errors that are not reported (P&I: 206-429).



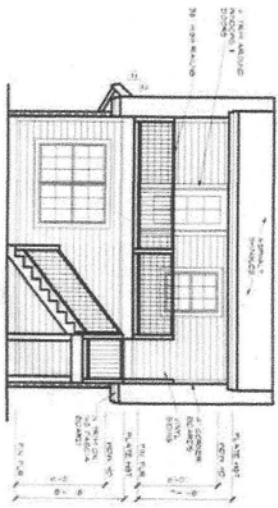
FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

Akins Residence

EXTERIOR ELEVATIONS

PLAN INFORMATION		SQUARE FOOTAGE CALCS	
DESIGNER	J. B. BROWN	2nd FLOOR	1,100
DRAWN BY	J. B. BROWN	1st FLOOR	1,100
CHECKED BY	J. B. BROWN	TOTAL FLOOR	2,200
REVISIONS		PORCH	100
		BASEMENT	0
		SEMI-FINISH	0
		DECK/PORCH	0

These plans were prepared by
 Lifestyle
 DESIGN SERVICE
 2400 Lakewood Ave., Houston, TX 77057 Ph: 281.366.5428 Fax: 281.652.0202

PROJECT NUMBER:
 2012-0128

ATTENTION

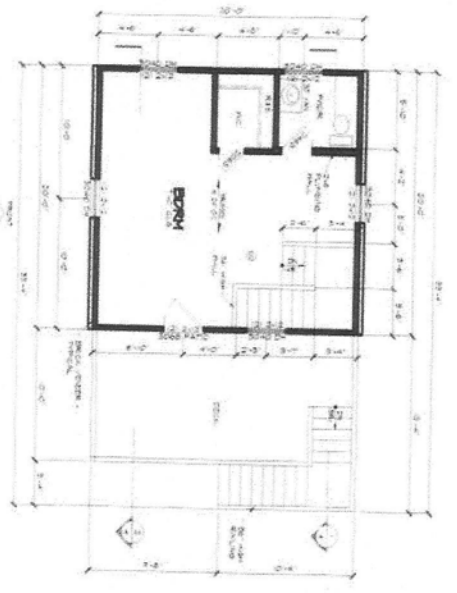
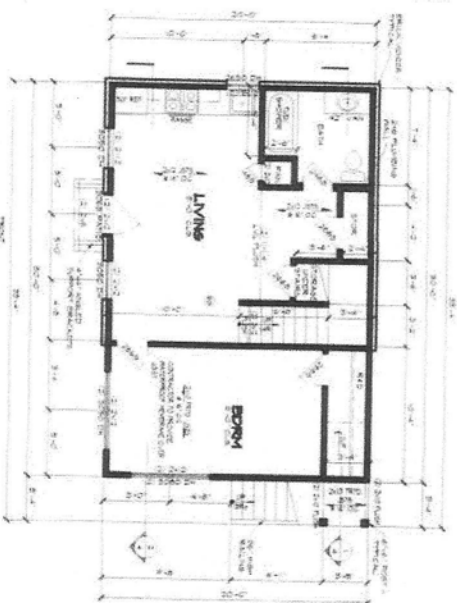
THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE PROPERTY OF LIFESTYLE DESIGN SERVICE AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED USE OF THIS PLAN IS STRICTLY PROHIBITED. THE CLIENT AGREES TO HOLD LIFESTYLE DESIGN SERVICE HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS PLAN. THIS PLAN IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE CLIENT RELEASES LIFESTYLE DESIGN SERVICE FROM AND AGAINST ALL SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES. THE CLIENT'S USE OF THIS PLAN IS LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE PLAN. THE CLIENT'S USE OF THIS PLAN FOR ANY OTHER PROJECT OR SITE IS STRICTLY PROHIBITED. THE CLIENT'S USE OF THIS PLAN FOR ANY OTHER PROJECT OR SITE IS STRICTLY PROHIBITED. THE CLIENT'S USE OF THIS PLAN FOR ANY OTHER PROJECT OR SITE IS STRICTLY PROHIBITED.

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. FINISH FLOOR CONSTRUCTION IS AS SHOWN AND SHOULD BE ACCORDING TO LOCAL PRACTICE.
3. FINISH GRADE IS AS SHOWN AND SHOULD BE ACCORDING TO LOCAL PRACTICE.
4. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
5. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.
6. ALL WINDOWS ARE 60" WIDE UNLESS OTHERWISE NOTED.
7. ALL CEILING HEIGHTS ARE 8'-0" UNLESS OTHERWISE NOTED.
8. ALL FLOOR FINISHES ARE AS SHOWN AND SHOULD BE ACCORDING TO LOCAL PRACTICE.
9. ALL ROOF FINISHES ARE AS SHOWN AND SHOULD BE ACCORDING TO LOCAL PRACTICE.
10. ALL EXTERIOR FINISHES ARE AS SHOWN AND SHOULD BE ACCORDING TO LOCAL PRACTICE.

Important:

Consumer Builders shall verify all conditions and dimensions shown on these plans before construction begins. Design Services is not responsible for any errors or omissions in these plans. Design Services is not responsible for any errors or omissions in these plans. Design Services is not responsible for any errors or omissions in these plans.



NOTE:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 2. FINISH FLOOR CONSTRUCTION IS AS SHOWN AND SHOULD BE ACCORDING TO LOCAL PRACTICE.
 3. FINISH GRADE IS AS SHOWN AND SHOULD BE ACCORDING TO LOCAL PRACTICE.

Akins Residence
 MAIN & UPPER LEVEL FLOOR PLANS

PLAN INFORMATION		SQUARE FOOTAGE CALLS	
DATE:	2 May 2018	TOTAL LEVEL:	600
DRAWN BY:	LR	TOTAL LIVING:	400
DESIGNED BY:		BATHROOM:	N/A
REVISION:		BEDROOM:	N/A
		BONUS ROOM:	N/A
		DECK/PORCH:	0

Lifestyle
 DESIGN SERVICE
 2525 Lafayette Rd. Memphis, TN 38111 | (901) 488-1111 | Fax: (901) 482-3000

Schedule A
COMMITMENT



1. Effective Date: **April 28, 2017 at 5:00PM**

BT #~~21294~~
21304

2. Policy or Policies to be issued: Proposed Amount of Insurance:

(a) 2006 ALTA Owner's Policy with Florida Modifications **\$390,000.00**
Proposed Insured: **Mark Akins and Kristina Akins**

(b) 2006 ALTA Loan Policy with Florida Modifications
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Edward D. Mayfield and Karen S. Mayfield, his wife

5. The land referred to in this Commitment is described as follows:

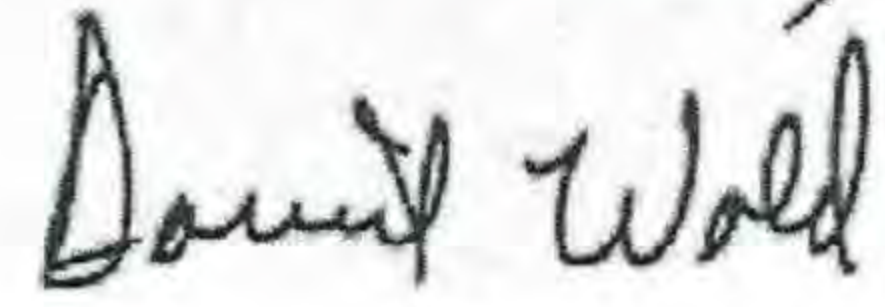
Lots 11 and 12, WHISPERING PINES, according to plat thereof as recorded in Plat Book 2, page 66 of the public records of Baker county, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signatory

ORT Form 4308 FL
Schedule A
ALTA Commitment for Title Insurance

By  President

Attest  Secretary



**Baker County
Community Development Department**

360 East Shuey Avenue
Macclenny, Florida 32063
Phone (904) 259-2403
Fax (904) 259-5057

STAFF REPORT

DATE: September 24, 2020

TO: Baker County Land Planning Agency

THROUGH: Katherine Heinz, Chairwoman

FROM: Lara K. Dietrich, Interim Director
Community Development Department

RE: **Ordinance No. 2020-38 EXEMPTION TO SUBDIVISION REQUIREMENTS**
East side of County Road 125, south of where Bob Burnsed Road and
CR 125 converge.
Parcel No. 24-2S-21-0124-0001-0010 (39.42+/- acres)

BACKGROUND

Deborah and Chad McCollum have submitted one (1) application with the Baker County Community Development Department requesting an **EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PRELIMINARY REVIEW**. The Applicants propose a subdivision for parcel number 24-2S-21-0124-0001-0010 located on the east side of County Road 125 North, south of where Bob Burnsed Road and County Road 125 converge. The parcel consists of 39.42 +/- acres. This parcel was formerly known as the Lake View Subdivision, which was vacated but, the land use and zoning remained intact.

INTENT

The subject parcel has a land use designation of Very Low Density Residential (VLDR) and a zoning district of Residential Conventional .5 (RC .5). The Applicants propose to divide the parent parcel into five (5) parcels: first, 5.64 +/- acres; second, 5.08 +/- acres; third, 5.09 +/- acres; fourth, 5.01 +/- acres; and fifth, 17.18 +/- acres (homestead parcel of the Applicants). The minimum

requirements for eligibility are that each lot must be a minimum of five (5) acres and must satisfy the Preliminary Development Plan Requirements Checklist per Section 24-394(4)(a)(b) of the Ordinance Code.

The subject parcel is bound by the following land use designations and zoning districts:

North: Agriculture B, Very Low Density Residential/Agriculture 7.5, Residential Conventional 1

South: Agriculture B, Very Low Density Residential/Agriculture 7.5, RC .5

East: Agriculture B, Residential Conventional .5/Agriculture 7.5

West: Agriculture A, Agriculture B/Agriculture 7.5

ORDINANCE CODE

Sec. 24-393. - Development requirements and exemptions.

(a) *General provisions.*

(1) No development permit or building permits, shall be issued unless the developer has complied with the provisions of this section. A residential development permit may only be issued after the following conditions are met:

- a. On any lot used for residential purposes, no more than one residential building or structure will be allowed on a lot, unless a guest house or exception is approved as set out in this chapter.
- b. Every residential lot shall abut a street other than an alley for at least 25 feet, except the minimum frontage for a lot on a cul-de-sac shall be 15 feet.
- c. All roads included within the proposed subdivision of land shall be paved in accordance with the standards set forth in section 24-354(d)(3).
- d. All other applicable requirements of this chapter will also be satisfied.

(2) This section shall not apply to single-family residences constructed on:

- a. Platted subdivisions or unplatted lands which do not meet the definition of "subdivision" in section 24-390; or
- b. The division of land as a homestead exemption as defined in this chapter.

(b) *Roads, streets, etc.* All roads and driveways within a subdivision shall be paved and constructed in accordance with the requirements of this chapter. All subdivisions shall have direct paved access to the connection with a county-maintained road or street dedicated to public use which has been accepted for maintenance by the county or state department of transportation. If the county-maintained road or street is not paved, the developer shall pave the county road or provide paved access from the subdivision to connect with a paved county road or street accepted by the county or state. If the county road is paved but in substandard condition, improvements may be required of the developer in order to bring the road up to standards. Said paving and driveway construction shall be in accordance with the requirements set forth in this chapter.

(1) *Relation to adjoining street system.* The arrangement of streets in the new subdivisions shall make provisions for the continuation of the principal existing streets in adjoining areas (or their proper projection, where adjoining land is not subdivided) insofar as that may be

deemed necessary by the board for public requirements. The street arrangement shall not cause hardships to owners of adjoining property when they plat their own land and/or seek to provide convenient access to it. Offset streets shall be avoided but in no event shall there be less than 150 feet between offsets. The angle of intersection between streets shall not vary by more than 15 degrees from a right angle.

- (2) *Access.* All proposed developments shall meet the standards set forth in this chapter. All subdivisions consisting of 25 lots or more shall provide at least two points of access subject to the approval of the board of county commissioners. One access may be closed to public access provided that it is approved by the emergency services director or his designee as being accessible to county emergency services.
- (3) *Existing roads.* If the width of an existing county-maintained road which is required to be paved pursuant to this section does not meet the width requirements for road improvements as set forth in this chapter, then the developer may present to the county an engineering plan for the paving of said road which accounts for the existing width available for road improvements. If the county accepts the presented engineering plan, then the road may be paved pursuant to the presented engineering plan and the width requirements shall be waived for said road, provided that all other applicable requirements for road improvements as set forth in this chapter are met.
- (c) *Preliminary exemption process.* The board of county commissioners (BCC) may grant a preliminary exemption from impact fees and/or from the requirements of section 24-394 when the minimum lot size in the proposed subdivision is five or more acres. Such a preliminary exemption requires a majority vote by the BCC and may only be applied for and granted after the developer satisfactorily demonstrates that he has completed the requirements of the county preliminary checklist and such other requirements as may be specified by the board of county commissioners.
- (d) *Fee for ten-acre subdivision exemption.* The fee to apply for a ten-acre subdivision exemption shall be paid at the time of the filing of the application for a preliminary exemption from the requirements of this section and section 24-394.
- (e) *Prohibition on individual lots before approval.* All developers are hereby prohibited from selling or transferring title to any lots or parcels within a proposed development before the developer is either granted a final development permit or a final exemption from the requirements of this section and section 24-394. If any developer sells or transfers title, including but not limited to contract for deed to similar instrument, any land or parcels in a planned proposed subdivision before receiving a final exemption by the board of county commissioners, then such proposed development shall be prohibited from requesting or receiving any exemption from the board.

REQUIRED RESPONSES TO THE EXEMPTION CHECKLIST

Section 24-394(4)(a)(b) Preliminary Development Plan Requirements (“Checklist”).

a. Existing Conditions

1. There are no railways, transmission lines, public water/sewer systems, wells larger than 4 inches, water mains, fire hydrants, or underground utilities on this site
2. There is no land that is deemed unusable for development purposes by deed restrictions or other legally enforceable limitations.
3. There are no watercourses, water bodies, floodplains, wetlands, important natural features and wildlife areas, nor any inappropriate soil types and vegetative cover.

4. There are no environmentally sensitive zones, restricted development zones or historic or archaeological significance sites.
5. The subject property has a land use category of Very Low Density Residential and a zoning district of Residential Conventional .5.
6. The abutting properties are as follows:
 - North: Agriculture B, Very Low Density Residential/Agriculture 7.5, Residential Conventional 1
 - South: Agriculture B, Very Low Density Residential/Agriculture 7.5, RC .5
 - East: Agriculture B, Residential Conventional .5/Agriculture 7.5
 - West: Agriculture A, Agriculture B/Agriculture 7.5
7. The proposed development is approximately ½ mile from the City of Macclenny city limits.

b. Proposed development activities and design

1. This application is for the development of a private equestrian homestead (17.17 +/- acres; four (4) sub parcels consisting of an acreage ranging from 5.01 +/- acres to 5.64 +/- acres that will have frontage on CR 125 North; and a 60 foot easement to allow for access from CR 125 North to the equestrian homestead parcel to the east which will be 17.18 +/- acres.
2. It is not necessary to submit a general parking and circulation plan.
3. There are 5 points of ingress/egress to the proposed 5 parcels: four separate driveways for the 5.00+ acre parcels fronting CR 125 North; and one easement for ingress/egress for the larger parcel to the east of the frontage parcels.
4. There is no proposed stormwater management plan at this time; however, during the final development review process, this will be addressed if there is to be a master builder for the five parcels. At this time, the Applicants have submitted plans for their homestead and stables. The four frontage parcels may be sold vacant to be developed at such a time when purchased and plans are submitted.
5. This property will be serviced by private well and septic systems. Percolation test will be provided prior to final approval of subdivision.
6. Because of the large lot characteristics of this proposed community, no open spaces are being set aside or designated as open space.
7. There will be no lands dedicated or transferred of this proposed development to any public entity.
8. There are no conflicts with any adjacent land uses as the subject parcel is surrounded by large acreage parcels with agricultural and residential uses.

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATIONS FOR CONDITIONS

Baker County Fire and Rescue

1. A Wildland Urban Interface (WUI) is a zone of transition between wildland and human development. Communities in the WUI are at risk of catastrophic wildfire and their presence disrupts the ecology. Proposed homesites are within proximity to the WUI.

2. While vegetation management needs improvement, the setbacks from the land surrounding the homesites should be increased to create a more substantial buffer from the WUI and would recommend that the building materials and construction be of a non-combustible nature. The current setbacks for the existing zoning for Residential Conventional .5 (RC .5) zoning district are: front – 25 feet, sides – 10 feet, rear – 25 feet. **It is recommended that every lot boundary that is adjacent to the WUI have an increased setback of one hundred (100) feet.**
3. Emergency Vehicle Access is imperative to responding to an incident or even patrolling. **It is recommended that the easement being proposed for internal access need to be constructed in such a manner that will support the weight of the emergency vehicles which way up to approximately 60,000 pounds.** NOTE: The only roadway into the subdivision is the access drive to the homestead 17.18 +/- acre parcel.
4. Due to the lack of access to water, **it is recommended that the applicant/developer provide dry hydrants and provide water within their Stormwater Management Plan adequate to protect the largest projected structure size for the development (See NFPA 1142).** NOTE: At this time, it is not determined whether a stormwater pond will be required.
5. **It is recommended that all propane tanks must be installed away from any structures or vegetation per the Florida Fire Prevention Code.**

Public Works Department

1. No comments.

Baker County Health Department

1. No comments.

Baker County School District

1. No comments.

Community Development Department

1. This department concurs with the comments made by the Fire and Rescue Department.
2. If the Board seeks to approve this request, it is the recommendation of the Community Development Department that the Board consider making any or all comments conditions to the approval.
3. **Ordinance Code Section 24-393. Preliminary exemption process.**

The board of county commissioners (BCC) may grant a preliminary exemption from impact fees and/or from the requirements of section 24-394 when the minimum lot size in the proposed subdivision is five or more acres. Such a preliminary exemption requires a majority vote by the BCC and may only be applied for and granted after the developer satisfactorily demonstrates that he has completed the requirements of the county preliminary checklist and such other requirements as may be specified by the board of county commissioners.

(e) Prohibition on individual lots before approval. All developers are hereby prohibited from selling or transferring title to any lots or parcels within a proposed development before the developer is either granted a final development permit or a final exemption from the requirements of this section and section 24-394. If any developer sells or transfers title, including but not limited to contract for deed to similar instrument, any land or parcels in a planned proposed subdivision before receiving a final exemption by the board of county commissioners, then such proposed development shall be prohibited from requesting or receiving any exemption from the board.

RECOMMENDATION

The Applicant is requesting to subdivide the subject parcel for the purpose of creating an equestrian residential homestead and stables for the Applicant; and four additional parcels exceeding 5.00 acres in size for sale.

Staff recommends **APPROVAL PER CONSIDERATION OF DRC RECOMMENDATIONS.**





Baker County Community Development Department

360 East Shuey Avenue, Macclenny, Florida 32063
Office: 904-259-2403 Fax: 904-259-5057



September 16, 2020

Dear Property Owner:

RE: REVISED PUBLIC NOTICE DUE TO ELECTION DAY; DISREGARD THE FIRST NOTICE – THIS NOTICE HAS THE THIRD/FINAL MEETING CHANGED

This is a **REVISED PUBLIC NOTICE** informing you that Deborah and Chad McCollum have submitted one (1) application with the Baker County Community Development Department requesting an **EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PRELIMINARY REVIEW**. The Applicants propose a subdivision for parcel number 24-2S-21-0124-0001-0010 consisting of 39.42 +/- acres to be divided into five (5) parcels: four of the parcels would be 5.00+ acres; and the fifth parcel would be 17.18 acres. The minimum requirements for eligibility are that each lot must be a minimum of five (5) acres and must satisfy the Preliminary Development Plan Requirements Checklist per Section 24-394(4)(a)(b) of the Ordinance Code.

You are being notified of this request because you are a property owner within a 300-foot radius of the subject parcel. Support and objections of this request will be heard at the following public hearings:

Baker County Land Planning Agency (recommendation to the BCC)
September 24, 2020 at 6:00 PM, or as soon thereafter as can be heard

Baker County Board of Commissioners (for public comment only)
October 20, 2020 at 6:00 PM, or as soon thereafter as can be heard

Baker County Board of Commissioners (for final action)
November 5, 2020 at 6:00 PM, or as soon thereafter as can be heard

Public hearings will be held in the County Administration Building located at 55 North Third Street, Macclenny, Florida. **NOTE: In the instance where a public hearing is to be held virtually, see the hearing agenda posted on the Baker County website www.bakercountyfl.org the week of the public hearing; or call the number listed above for further instructions on how to attend by way of internet or phone.**

If you have any questions related to this matter, please contact me. A copy of the application is available for review at the Community Development Department.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lara K. Dietrich".

Lara K. Dietrich, Interim Director
Community Development Department

Display Ad

2 columns by 10 inches
Not in Legal Section

Advertisement Date:

No later than October 22, 2020

**REVISED AD FOR PUBLIC MEETINGS
NOTICE OF AN EXEMPTION TO SUBDIVISION REQUIREMENTS
FOR PRELIMINARY REVIEW**

Board of County Commissioners of Baker County, Florida will consider a proposed EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PERLIMINARY REVIEW described in this advertisement.

NOTE: THE MEETING DATES HAVE BEEN REVISED FROM THE ADVERTISEMENT THAT RAN IN THE BAKER COUNTY P RESS ON SEPTEMBER 10, 2020. THE SECOND AND THIRD MEETINGS HAVE BEEN REVISED.

The public is hereby notified that the Land Planning Agency (LPA) of Baker County, Florida will hold a public hearing on **Thursday, September 24, 2020 at 6 P.M.**, or as soon thereafter as can be heard, in the Board of County Commissioners Meeting Room, 55 North Third Street, Macclenny, Florida to consider the below described application. The recommendations of the LPA will be forwarded to the Board of County Commissioners of Baker County which will hold a public hearing on **Tuesday, October 20, 2020 at 6 P.M.**, or as soon thereafter as can be heard, in the Board of County Commissioners Meeting Room, 55 North Third Street, Macclenny, Florida to consider, after receipt of public comment, pursuant to Section 163.3187, Florida Statutes, on the proposed application. The Board of County Commissioners of Baker County will meet on **Thursday, November 5, 2020 at 6 P.M.**, or as soon thereafter as can be heard, in the Board of County Commissioners Meeting Room, 55 North Third Street, Macclenny, Florida to take final action on the proposed application.

Deborah and Chad McCollum have submitted one (1) application with the Baker County Community Development Department requesting an EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PRELIMINARY REVIEW. The Applicants propose a subdivision of 39.42 +/- acres to be divided into five (5) parcels: four of the parcels would be 5.00+ acres; and the fifth parcel would be 17.18 acres. The minimum requirements for eligibility are that each lot must be a minimum of five (5) acres and must satisfy the Preliminary Development Plan Requirements Checklist per Section 24-394(4)(a)(b) of the Ordinance Code.

Location Address

Parcel number 24-2S-21-0124-0001-0010 consisting of 39.42 +/- acres
East side of County Road 125, south of where Bob Burnsed Road and CR 125 converge

ORDINANCE NO. 2020 - 38

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA TO EXEMPT FROM SUBDIVISION REQUIREMENTS PER PRELIMINARY REVIEW PER CHAPTER 24 OF THE ORDINANCE CODE'S LAND DEVELOPMENT REGULATIONS FOR A PARCEL OF LAND TOTTALLING APPROXIMATELY 39.42 +/- ACRES OF REAL PROPERTY; SAID

EXEMPTION REQUESTED IN AN APPLICATION SUBMITTED BY DEBORAH AND CHAD McCOLLUM, THE PROPERTY OWNERS; PROVIDING FOR AN EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PERLIMINARY REVIEW, PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

After the public hearing, the Board may take immediate action to adopt the proposed amendment, or may continue its deliberations to a date, time and place then announced without publishing further notice thereof. A copy of the proposed amendment is available for inspection by the public at the Baker County Community Development Department, 360 East Shuey Avenue, Macclenny, FL, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays. Interested parties may appear at the meetings and be heard with respect to the proposed amendment.

IMPORTANT TO NOTE: IN THE INSTANCE WHERE THE PUBLIC MEETING IS TO BE HELD VIRTUALLY, SEE THE AGENDA ON THE BAKER COUNTY WEBSITE (WWW.BAKERCOUNTYFL.ORG) THE WEEK OF THE PUBLIC HEARING OR CALL THE NUMBER LISTED BELOW FOR FURTHER INSTRUCTIONS ON HOW TO ATTEND BY WAY OF INTERNET OR PHONE.

Pursuant to Section 286.0105, Florida Statutes, a person deciding to appeal any decision made by the Local Planning Agency or Board of County Commissioners with respect to any matter considered at the meeting or at any subsequent meeting to which the Board has continued its deliberations is advised that such person will need a record of all proceedings and may need to ensure that a verbatim record of all proceedings is made, which must include the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Baker County ADA Coordinator by mail at 55 North Third Street, Macclenny, Florida, 32063 or by telephone at (904) 259-3613 no later than three (3) days prior to the hearing or proceeding for which this notice has been given.

Contact Information:

Lara K. Diettrich, Interim Director
Community Development Department
(904)-259-2403
lara.diettrich@bakercountyfl.org

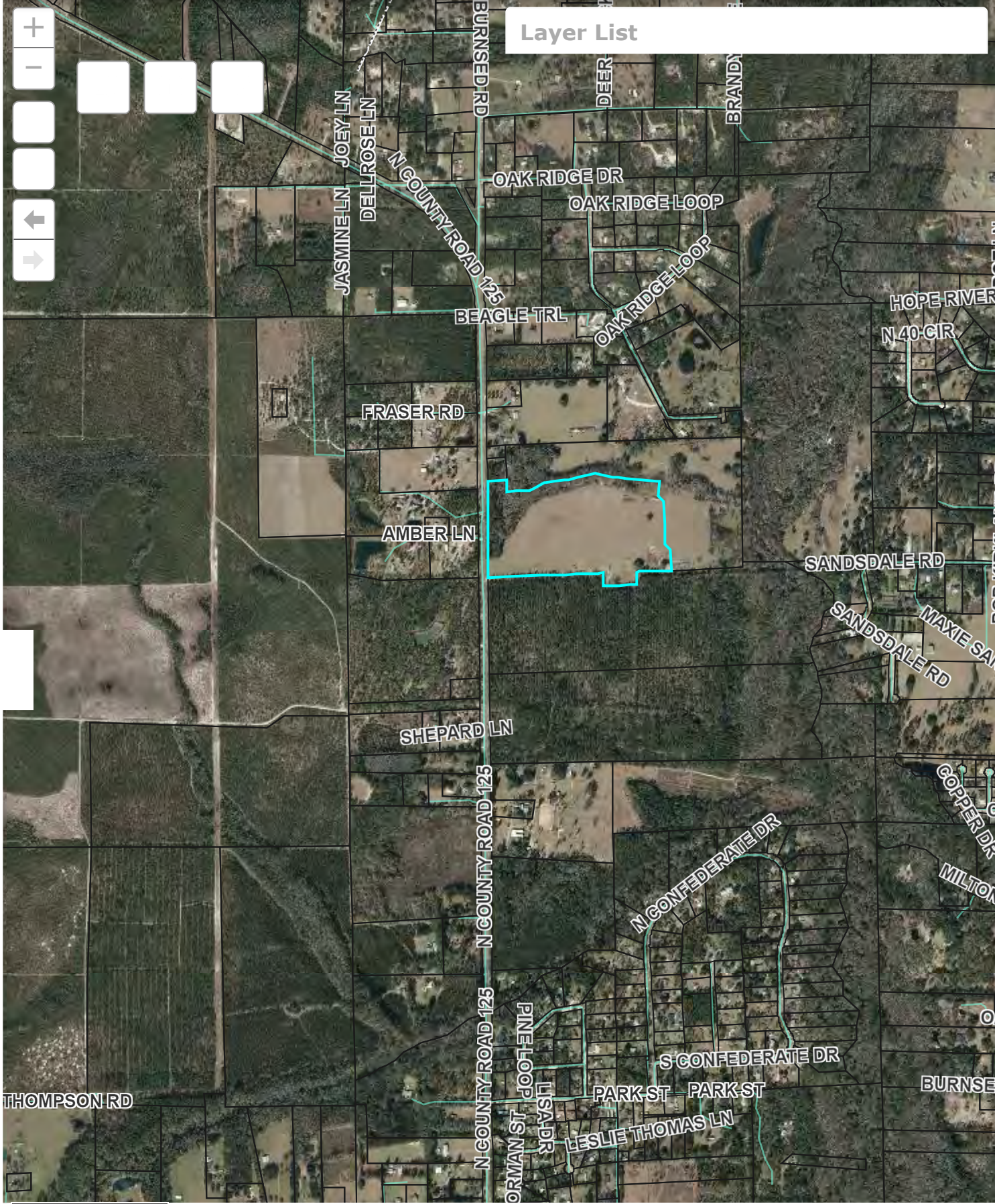
Please send Proof of Publication to my attention to the e-mail address above.



Baker County Property Appraiser Map

bake

Layer List



0.3mi

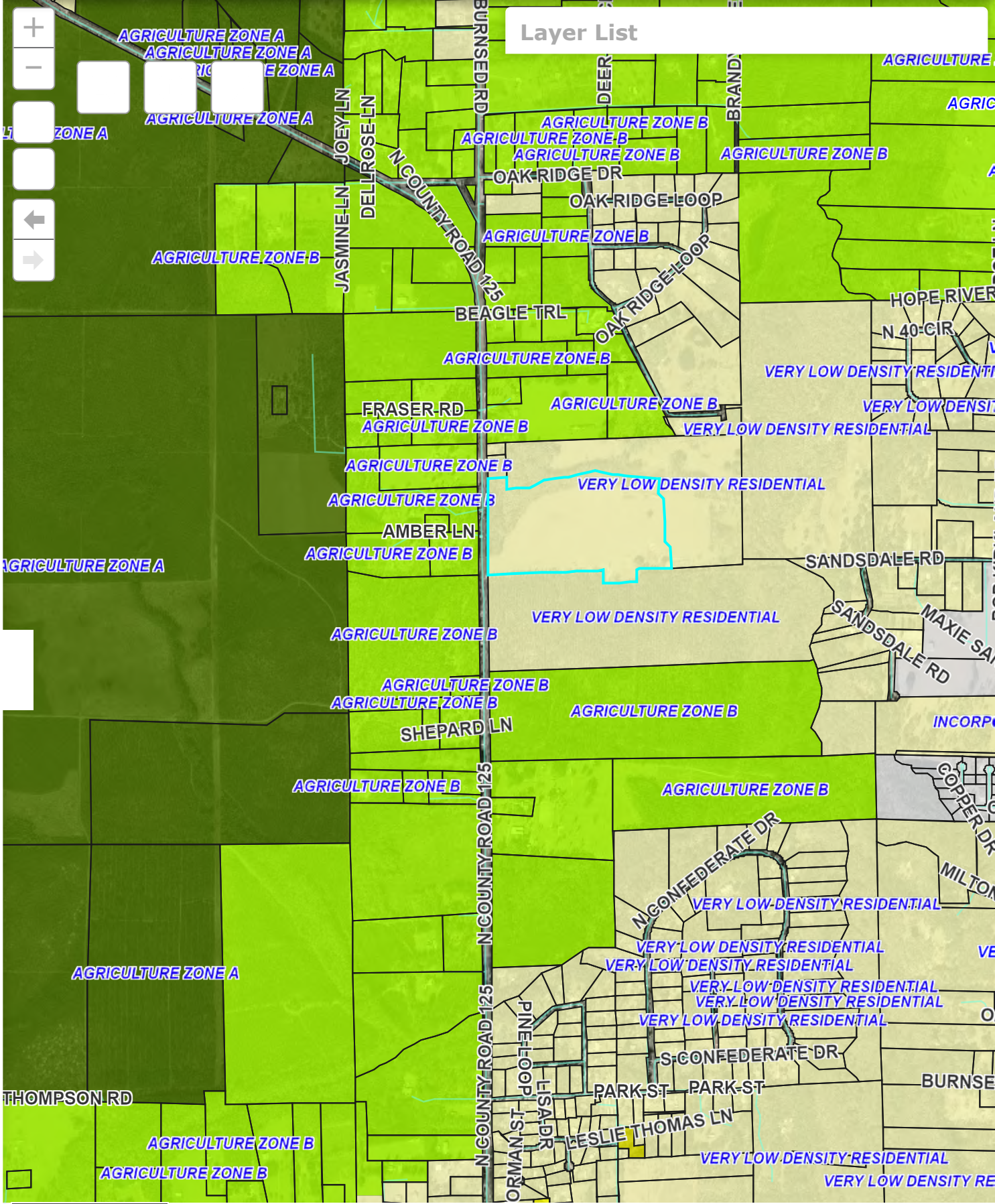
-82.147 30.307 Degrees



Baker County Property Appraiser Map

bake

Layer List



Map navigation controls including zoom in (+), zoom out (-), home, and directional arrows (left, right).

0.3mi

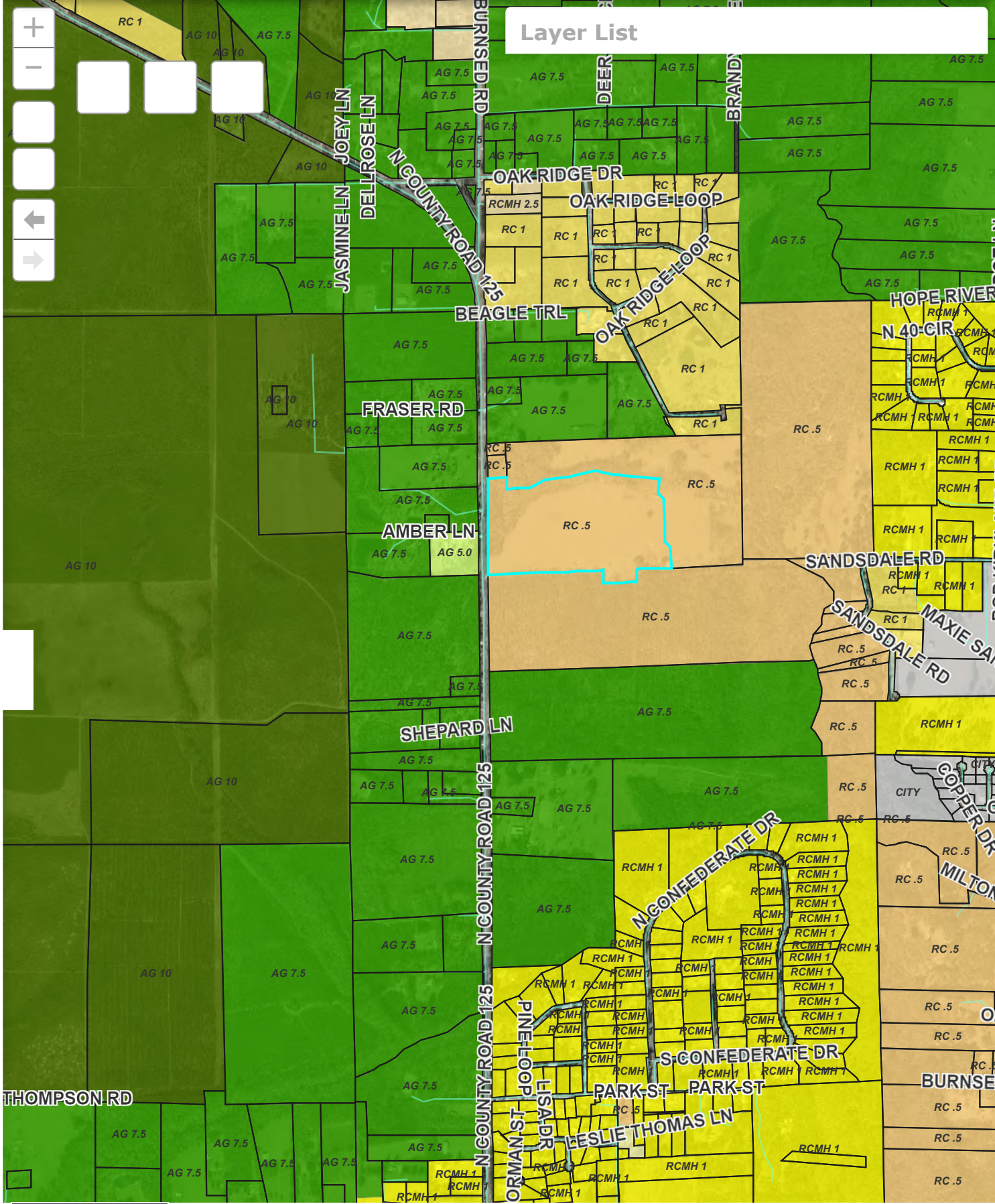
-82.148 30.307 Degrees



Baker County Property Appraiser Map

bake

Layer List



Map navigation controls:

- Zoom in (+)
- Zoom out (-)
- Home (house icon)
- Previous view (left arrow)
- Next view (right arrow)

0.3mi

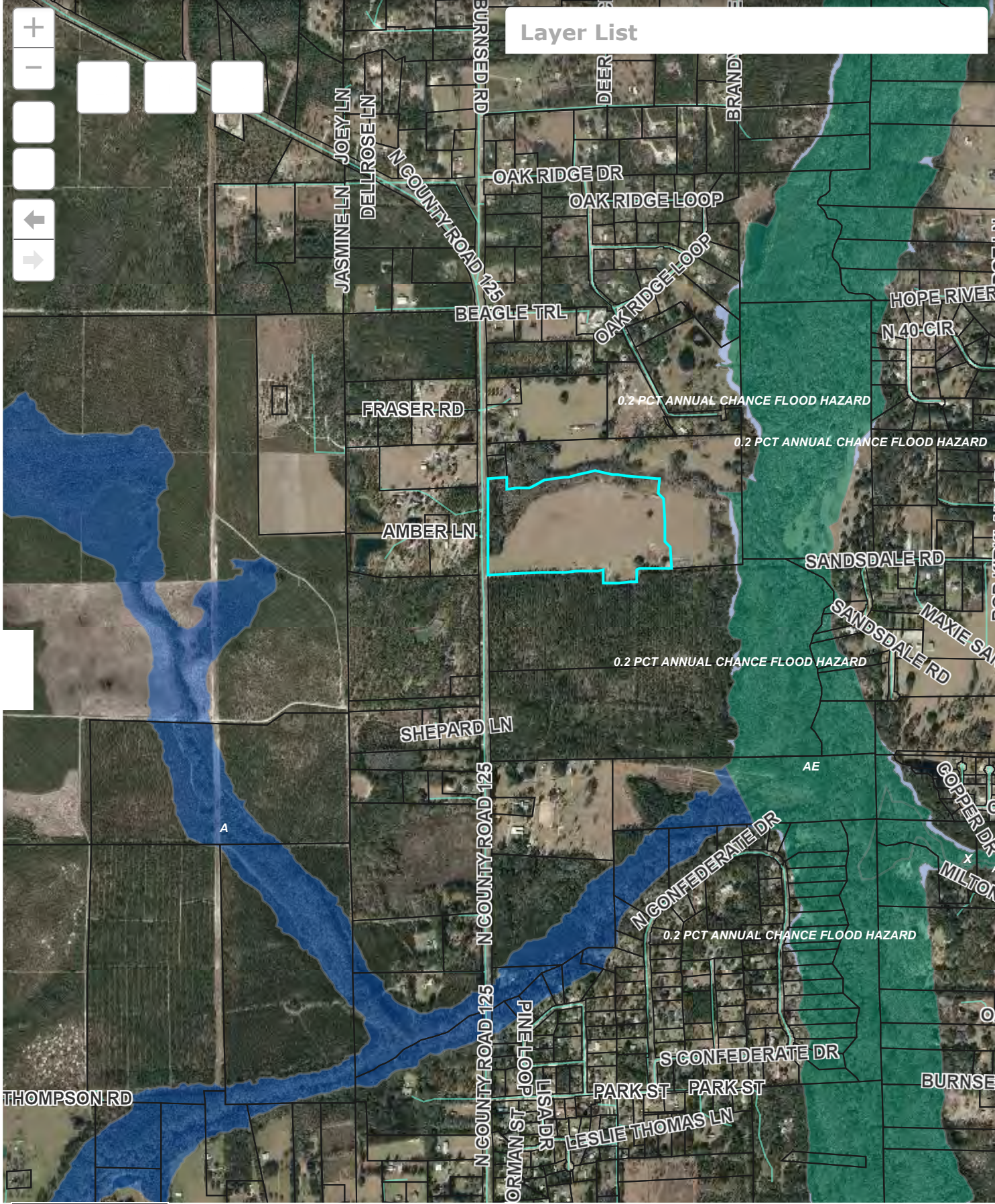
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Baker County Property Appraiser Map

bake

Layer List



0.3mi

-82.132 30.313 Degrees

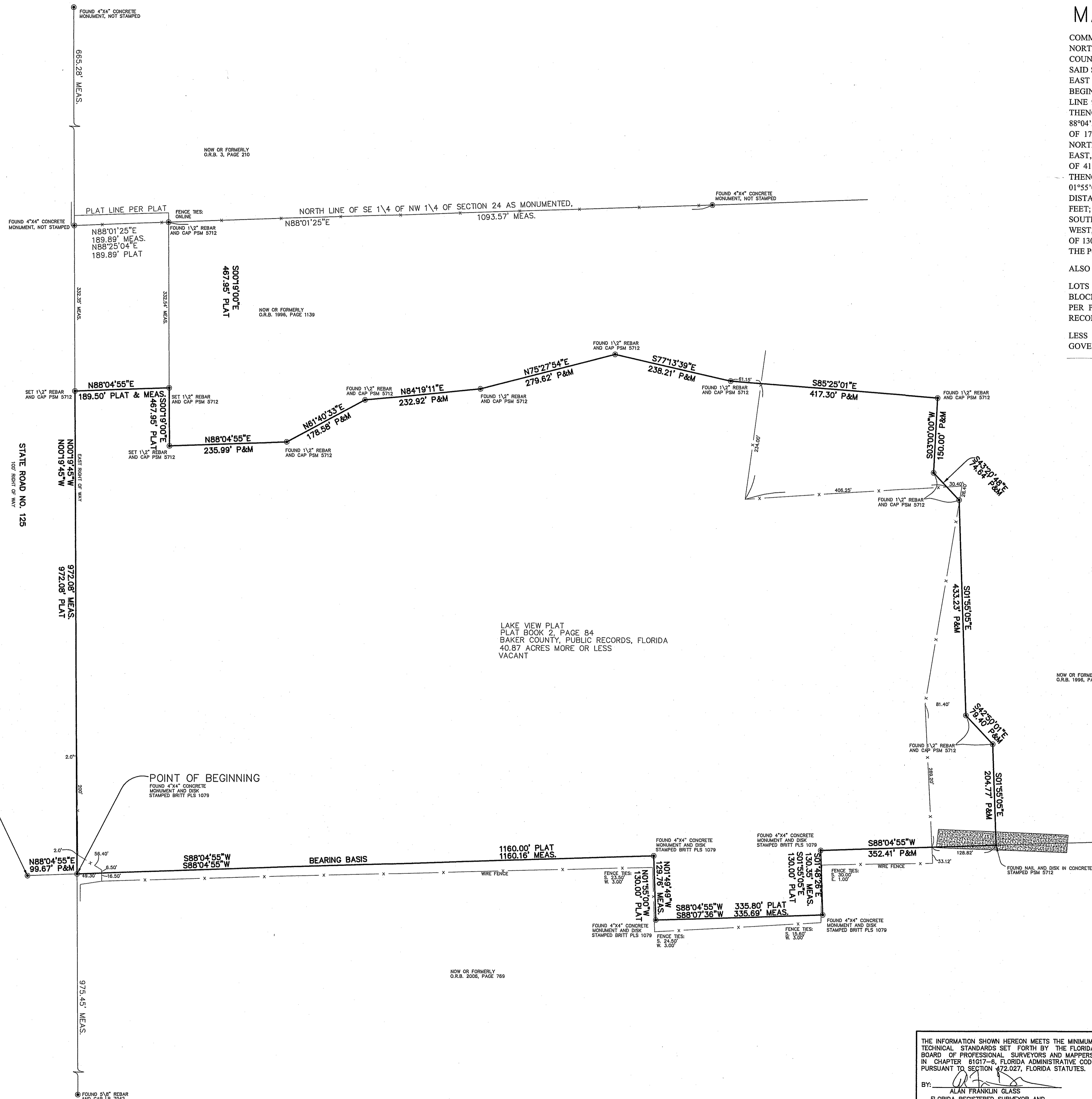
MAP OF BOUNDARY SURVEY

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 21 EAST, BAKER COUNTY, FLORIDA, AND RUN NORTH 88°04'55" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 99.66 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 125 AND THE POINT OF BEGINNING; THENCE NORTH 00°19'00" WEST ALONG SAID EAST RIGHT OF WAY LINE 972.08 FEET; THENCE NORTH 88°04'55" EAST, A DISTANCE OF 189.50 FEET; THENCE SOUTH 00°19'00" EAST, A DISTANCE OF 116.50 FEET; THENCE NORTH 88°04'55" EAST, A DISTANCE OF 235.99 FEET; NORTH 61°40'33" EAST, A DISTANCE OF 178.58 FEET; NORTH 84°19'11" EAST, A DISTANCE OF 232.92 FEET; THENCE NORTH 75°27'54" EAST, A DISTANCE OF 279.62 FEET; THENCE SOUTH 77°13'39" EAST, A DISTANCE OF 238.21 FEET; THENCE SOUTH 85°25'01" EAST, A DISTANCE OF 417.30 FEET; THENCE SOUTH 03°00'00" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 43°20'48" EAST, A DISTANCE OF 74.64 FEET; THENCE SOUTH 01°55'05" EAST, A DISTANCE OF 433.23 FEET; THENCE SOUTH 42°50'01" EAST, A DISTANCE OF 79.40 FEET; THENCE SOUTH 01°55'05" EAST, A DISTANCE OF 204.77 FEET; THENCE SOUTH 88°04'55" WEST, A DISTANCE OF 352.41 FEET; THENCE SOUTH 01°55'05" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 88°04'55" WEST, A DISTANCE OF 335.80 FEET; THENCE NORTH 01°55'05" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 88°04'55" WEST, A DISTANCE OF 1160.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOW AS:

LOTS 1 THROUGH 21, INCLUSIVE, BLOCK A AND LOTS 4 THROUGH 23, INCLUSIVE, BLOCK B, AND LOTS 1 THROUGH 18, BLOCK C, ALL IN LAKE VIEW SUBDIVISION, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 84, OF THE PUBLIC RECORDS OF BAKER COUNTY, FLORIDA.

LESS ANY PORTION THEREOF CONVEYED TO BAKER COUNTY OR OTHER GOVERNMENTAL AUTHORITY FOR ROAD RIGHT OF PURPOSES.



PREPARED FOR:
DEBORAH MCCOLLUM AND CHAD MCCOLLUM

NOW OR FORMERLY
O.R.B. 1996, PAGE 1139

LAKE VIEW PLAT
PLAT BOOK 2, PAGE 84
BAKER COUNTY, PUBLIC RECORDS, FLORIDA
40.87 ACRES MORE OR LESS
VACANT

NOW OR FORMERLY
O.R.B. 2006, PAGE 769

SURVEY NOTES:

- The "Legal Description" hereon is in accord with the description provided by the client.
- Underground improvements were not located or shown.
- Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- Bearings based on S 88°04'55" W on the South boundary line of Plat LAKE VIEW, PLAT BOOK 2, PAGE 84, BAKER COUNTY, PUBLIC RECORDS, FLORIDA
- Fence ownership, if applicable, has not been determined by this office. Fences are drawn out of scale in order to accentuate their relationship to property lines. Fences are not deemed to be encroachments unless ownership is apparent.
- Unless it bears the signature and the original sealed seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- Unless otherwise noted Measured angles and distances are the same as Plat or Deed angles and distances.
- This survey has been performed according to the standard of care to achieve the following accuracies for the following surveyed:
Surveyed Accuracy - 1 foot in 14852 feet
Commercial/High Risk Linear - 1 foot in 10000 feet
SOP rule 5J-17.05(3) (B) (15) b.ii

LEGEND	CONC. = CONCRETE	MEAS. = MEASURED	STAMPED BRIT. PLS 1079	STAMPED BRIT. PLS 5712
— = ORIGINAL UTILITY LINES	— = CONCRETE PLANK	— = MEASURED	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = AS CONFINED	— = CORRUGATED METAL PIPE	— = OFFICIAL RECORD BOOK	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = AS UNCONFINED	— = ELECTRICITY METER	— = OFFICIAL RECORD NUMBER	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = AS SHOWN AS	— = ELEVATOR	— = POINT OF BEGINNING	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = BUILDING RESTRICTION LINE	— = EXPOSED FLOOR	— = POINT OF COMMENCEMENT	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = ASSESSOR'S RECORD	— = FIRE HYDRANT	— = REINFORCED CONCRETE PIPE	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = CENTRAL ANGLE	— = GAS METER	— = REINFORCED CONCRETE PIPE	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = CONTROL	— = GAS METER	— = REINFORCED CONCRETE PIPE	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = CHAIN LINE FENCE	— = GAS METER	— = REINFORCED CONCRETE PIPE	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = CHAIN BEARING	— = GAS METER	— = REINFORCED CONCRETE PIPE	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712
— = CHAIN DISTANCE	— = GAS METER	— = REINFORCED CONCRETE PIPE	— = STAMPED BRIT. PLS 1079	— = STAMPED BRIT. PLS 5712

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: *Alan Franklin Glass*
ALAN FRANKLIN GLASS
FLORIDA REGISTERED SURVEYOR AND
MAPPER CERTIFICATE No. 5712

SCALE: 1" = 100'
DATE: 2-20-18
DWN BY: AFD
CDD BY: AFD
JOB NO.: 65-1664
F.B. NO.: 55-1
PAGE NO.: 52

COASTLINE SURVEY, PLLC
COASTLINE SURVEY, PLLC
8419 W. BEAVER STREET, JACKSONVILLE, FLORIDA 32220
(904) 993-8644 • CELL (904) 370-0318
LICENSE BUSINESS NO. LB 8118





THIS PROPERTY IS FOR SALE
Call [Phone Number]
[Address]
[City, State, Zip]

ORDINANCE 2020 - 38

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA TO EXEMPT FROM SUBDIVISION REQUIREMENTS PER PRELIMINARY REVIEW PER CHAPTER 24 OF THE ORDINANCE CODE'S LAND DEVELOPMENT REGULATIONS FOR A PARCEL OF LAND TOTTALLING APPROXIMATELY 39.42 +/- ACRES OF REAL PROPERTY; SAID EXEMPTION REQUESTED IN AN APPLICATION SUBMITTED BY DEBORAH AND CHAD McCOLLUM, THE PROPERTY OWNERS; PROVIDING FOR AN EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PERLIMINARY REVIEW, PROVIDING SEVERABILITY; 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 proposed Exemption to Subdivision Requirements for Preliminary Review is for approximately 39.42 +/- acres of real property owned by Debbie and Chad McCollum; and

WHEREAS, the corresponding parcel identification number is 24-2S-21-0124-0001-0010; and

WHEREAS, a duly advertised public hearing was conducted on **Thursday, September 24, 2020 after 6:00 P.M.** by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on **Tuesday, October 20, 2020 after 6:00 P.M.** for the purpose of hearing public comments; and

WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on **Thursday, November 5, 2020 after 6:00 P.M.** and approved the Exemption to Subdivision Requirements for Preliminary Review; and

WHEREAS, the Board of County Commissioners of Baker County, Florida finds that the adoption of this ordinance for the Exemption to Subdivision Requirements for Preliminary Review described herein is consistent with the Goals, Objectives, and Policies of the Baker County Comprehensive Plan and the Land Development Regulations of the Baker County Ordinance Code and is in the best interest of Baker County, Florida and its citizens.

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

Section 1. Adoption and Incorporation of Recitals. The Board of County Commissioners of Baker County, Florida hereby adopts the above recitals and incorporates them herein as a part of this ordinance.

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by **DEBBIE AND CHAD McCOLLUM**, and identified by the Baker County Property Appraiser Identification Number: 24-2S-21-0124-0001-0010 and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

Section 3. Purpose and Authority of Ordinance. This Ordinance is adopted for the purpose of allowing for an Exemption to Subdivision Requirements for Preliminary Review per the Ordinance Code’s Land Development Regulations, Chapter 24, Section 24-393; and per the Ordinance Code’s Land Development Regulations, Chapter 24, Section 24-394(4)(a)(b).

Section 4. Direction to Staff. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Community Development Department is directed to file the same in the Official Records of Baker County, Florida.

Section 5. Recording of Ordinance. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Clerk of the Court is directed to file the same in the Official Records of Baker County, Florida.

Section 6. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.

PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this **THURSDAY, NOVEMBER 5, 2020**.

**BOARD OF COUNTY COMMISSIONERS OF
BAKER COUNTY, FLORIDA**

**JAMES G. BENNETT
CHAIR OF THE COUNTY COMMISSION**

ATTEST:

**STACIE HARVEY
CLERK OF THE BOARD**



**Baker County
Community Development Department**

360 East Shuey Avenue
Macclenny, Florida 32063
Phone (904) 259-2403
Fax (904) 259-5057

STAFF REPORT

DATE: September 24, 2020

TO: Baker County Local Planning Agency

THROUGH: Katherine Heinz, Chairwoman

FROM: Lara K. Dietrich, Interim Director
Community Development Department

RE: **Ordinance No. 2020-44 LARGE SCALE LAND USE AMENDMENT**
Macclenny 3, Phases IV and V
Phase IV is located on Pine Ave. between Oak St. and Hickory St.
Phase V is located on Crepe Myrtle St., between Raintree Dr. and Hickory St.
Parcel No. 09-3S-22-0000-0000-0010 (31.00 +/- acres)

BACKGROUND

Knabb Lands, Inc. has submitted two (2) applications to amend the Future Land Use Map and change the zoning district for parcel number 09-3S-22-0000-0000-0010, consisting of 31.00 +/- acres. Cleve Dryden, P.E. is the authorized agent on behalf of the property owner Knabb Lands, Inc. These applications are for property located in the Macclenny subdivision just east off of State Road 121. More specifically, on Pine Avenue, between Oak Street and Hickory Street; and on Crepe Myrtle Street, between Raintree Drive and Hickory Street.

INTENT

The Applicant proposes a subdivision that would expand the existing subdivision. There are currently three (3) phases, or units, built within this subdivision. The Applicant proposes Phases IV and V to develop single family lots consisting of 1.00+ acres to be divided between two phases: 14 single family lots in Phase IV; and 17 single family lots in Phase V. Phase IV is

located on Pine Avenue, between Oak Street and Hickory Street. Phase V is located on Crepe Myrtle Street, between Raintree Drive and Hickory Street.

In order to proceed with a subdivision, a **LARGE SCALE LAND USE AMEMENT** is required changing the Future Land Use Map from **AGRICULTURE A TO VERY LOW DENSITY RESIDENTIAL**.

This Large Scale Land Use Amendment request must be transmitted to the State Land Planning Agency (DEO), the Northeast Florida Regional Council, St. Johns River Water Management District, Department of Environmental Protection, Department of State, Department of Transportation, for review pursuant to Section 163. 3184(3), Florida Statutes under the procedures for expedited state review by the Department of Economic Opportunity (DEO). Upon an approval to transmit this application for review, it must be transmitted within ten (10) working days after the initial public hearing pursuant to 163.3184(3)(b)1, Florida Statutes.

The subject parcel is bound by the following land use designations and zoning districts:

North:	Agriculture A and B, Interstate 10/Residential Conventional 1, Agriculture 7.5, Interstate 10
South:	Agriculture A/Agriculture 10
East:	Agriculture A/Agriculture 7.5 and 10
West:	Very Low Density Residential/Residential Conventional 1 and .5, Residential Conventional Mobile Home 1 and .5

COMPREHENSIVE PLAN

The Future Land Use Element outlines the following policies:

CURRENT FUTURE LAND USE CATEGORY

Policy A.1.10.1 Agriculture

A. Agriculture Ag A

The category **Ag A** is intended for agricultural activities, such as silviculture crops, row crops, livestock, dairies, and other uses on a limited scale serving or ancillary to agricultural activities. Mineral Extraction (mining) activities are allowed and shall be managed in accordance with the provisions of the Conservation Element. New residential uses at a maximum density of one dwelling unit per ten (10) acres shall be permitted.

PROPOSED LAND USE CATEGORY

Policy A.1.10.2 Residential

The residential land use category includes single family detached, single family attached, duplex, and multi-family housing. Parcels of land designated for residential land uses are intended to be used predominately for housing and should be protected from intrusion of land uses that are incompatible with residential density or intensity of use.

The following minimum criteria pertain to residential land use categories:

- All development must meet building codes and have either a County Department of Health approved well and septic tank installation or connection to central water/sewer facilities.
- Compliance with the Concurrency Management System is required before development will be permitted at the stated densities/intensities of use.
- **Very Low Density**
Range of density from a maximum density of 1 dwelling unit per acre to a minimum of 1 unit per 7.5 acres, which will include zoning categories: Ag 7.5, RCMH1, RC1, and RCMH2.5.

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATIONS FOR CONDITIONS

Baker County Fire and Rescue

1. A Wildland Urban Interface (WUI) is a zone of transition between wildland and human development. Communities in the WUI are at risk of catastrophic wildfire and their presence disrupts the ecology. Proposed homesites are within proximity to the WUI.
2. While vegetation management needs improvement, the setbacks from the land surrounding the homesites should be increased to create a more substantial buffer from the WUI and would recommend that the building materials and construction be of a non-combustible nature. The current setbacks for the proposed zoning district of Residential Conventional 1 (RC 1) are: front – 25 feet, sides – 25 feet, rear – 25 feet. **It is recommended that every lot boundary that is adjacent to the WUI have an increased setback of one hundred (100) feet.**
3. Emergency Vehicle Access is imperative to responding to an incident or even patrolling. **It is recommended that the easement being proposed for internal access need to be constructed in such a manner that will support the weight of the emergency vehicles which way up to approximately 60,000 pounds.**
4. Due to the lack of access to water, **it is recommended that the applicant/developer provide dry hydrants and provide water within their Stormwater Management Plan adequate to protect the largest projected structure size for the development (See NFPA 1142).**
5. **It is recommended that all propane tanks must be installed away from any structures or vegetation per the Florida Fire Prevention Code.**
6. Vehicular access improvements are necessary to proceed with the continuous expansion of the larger Macclenny subdivision. There are approximately over 200+ single family homes densely developed with **ONLY ONE ACCESS ROAD TO STATE ROAD 121.**
7. It is recommendation that the Applicant resolve this issue. **One option may be to bring Tom Norman Road into compliance with the County's roadway standards and pave it. Another option may be to connect, improve and pave Phyllis Lane with Birch Street.**

Public Works Department

1. Vehicular access improvements are necessary to proceed with the continuous expansion of the larger Macclenny subdivision. There are approximately over 200+ single family homes densely developed with **ONLY ONE ACCESS ROAD TO STATE ROAD 121**. It is recommendation that the Applicant resolve this issue. **One option may be to bring Tom Norman Road into compliance with the County's roadway standards and pave it. Another option may be to connect, improve and pave Phyllis Lane with Birch Street.**

Baker County Health Department

1. No comments.

Baker County School District

1. No comments.

Community Development Department

1. This department concurs with the comments made by the Fire and Rescue Department.
2. Vehicular access improvements are necessary to proceed with the continuous expansion of the larger Macclenny subdivision. There are approximately over 200+ single family homes densely developed with **ONLY ONE ACCESS ROAD TO STATE ROAD 121**. It is recommendation that the Applicant resolve this issue. **One option may be to bring Tom Norman Road into compliance with the County's roadway standards and pave it. Another option may be to connect, improve and pave Phyllis Lane with Birch Street.**

THIS SUBDIVISION WILL CONTINUE TO EXPAND AS THERE ARE 337 +/- ACRES REMAINING UNDEVELOPED THAT ARE UPLAND, CONTAINING NO FEMA FLOODZONES.

3. If the Board seeks to approve this request, it is the recommendation of the Community Development Department that the Applicant and the proposed Large Scale Land Use Amendment be subject to **ANY OR ALL COMMENTS AS A CONDITION FOR AN APPROVAL TO TRANSMIT.**

RECOMMENDATION

Staff recommends **APPROVAL TO TRANSMIT AS CONDITIONED** the requested Large Scale Land Use Amendment with an amendment from Agriculture A to Very Low Density Residential land use category.

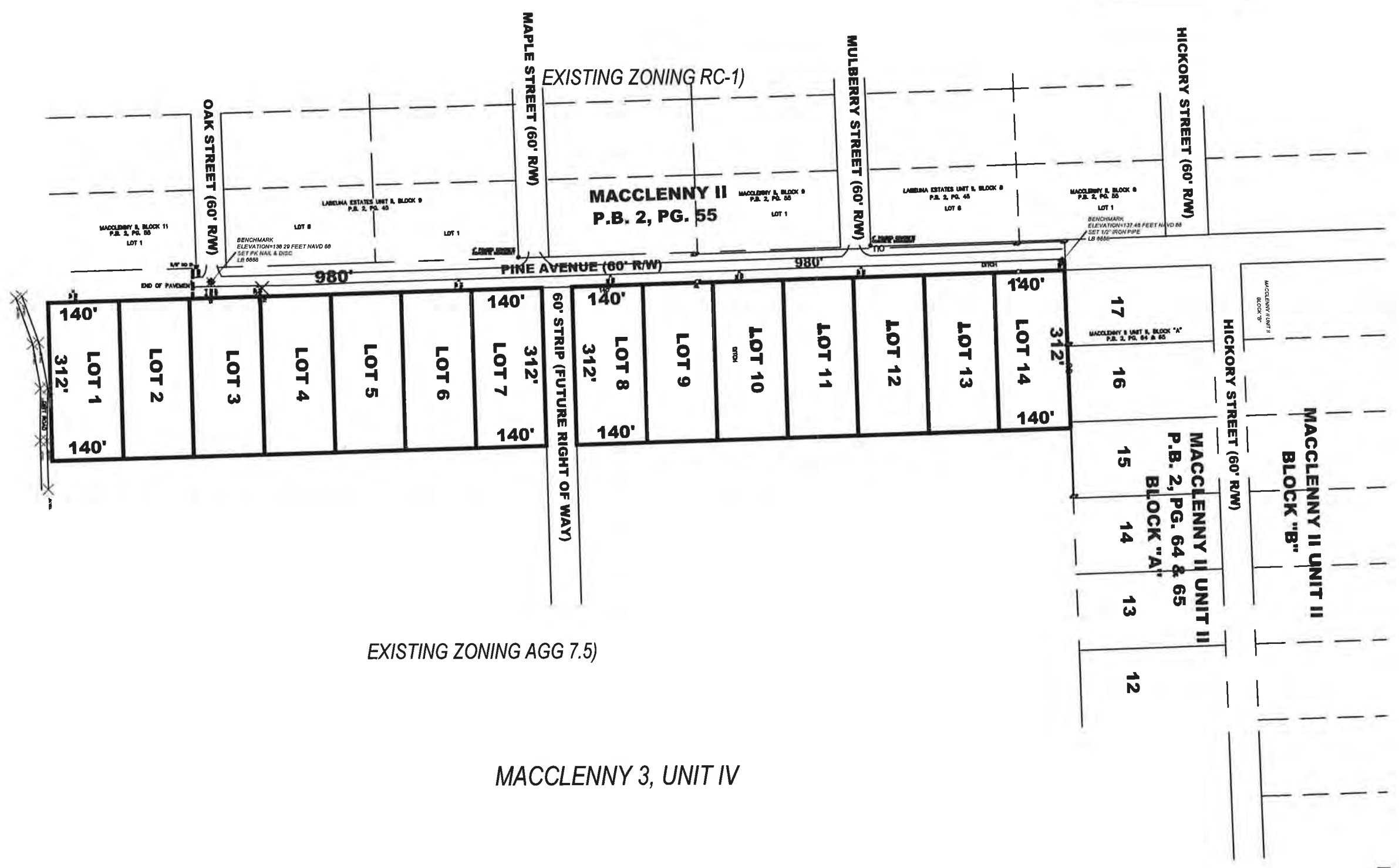




Consolidated
Design Professionals
Atlanta Tallahassee
Jacksonville Washington D.C.
CA #0938
2840 Kerry Forest Parkway
Suite 101
Tallahassee, FL 32309
ph: 850.296.3688
fax: 770-818-5663
DESIGN OFFICE

SITE AREA = 14 ACRES
TOTAL 14 LOTS (1-ACRE EACH)

EXISTING ZONING AGG 7.5
PROPOSED ZONING RC-1
EXISTING LANDUSE AGRICULTURE
PROPOSED LANDUSE RESIDENTIAL



CLIENT	
#	DATE & BY

MACCLENNY 3, UNIT IV
PRELIMINARY PLAT

State of Florida
County of Baker
Tax ID: 093522000000000000-10-1

Know what's below
Call before you dig.
Dial 811
Or Call 800-282-7411



DATE: AUGUST 3, 2020
PROJECT NO. 13704.00
DWG FILE: 13704.dwg
SCALE: AS SHOWN

PRELIMINARY PLAT
C.1.1

EXISTING ZONING AGG 7.5)

MACCLENNY 3, UNIT IV

Consolidated
 Design Professionals
 Atlanta Tallahassee
 Jacksonville Washington D.C
 CA 99038
 2940 Kerry Forest Parkway
 Suite 101
 Tallahassee, FL 32300
 ph: 850.296.3888
 fax: 770-816-5663
 DESIGN OFFICE

#	DATE & BY

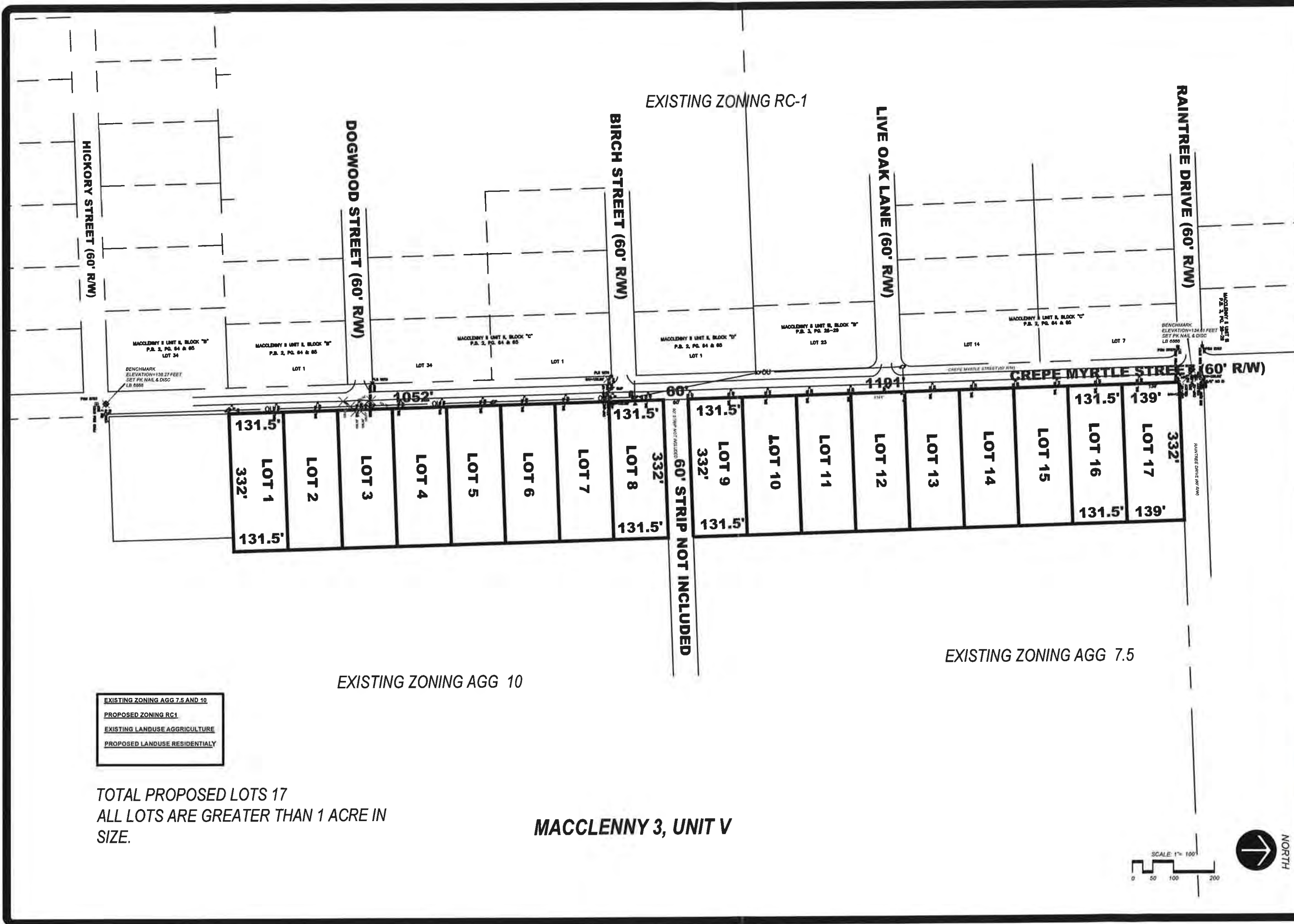
PRELIMINARY PLAT
 MACCLENNY 3, Unit IV
 County of Baker Tax ID: 093522000000000-10
 State of Florida

Know what's below
 Call before you dig.
 Dial 811
 Or Call 800-282-7411



DATE: AUGUST03, 2020
 PROJECT NO: 13704.00
 DWG FILE: 13704.dwg
 SCALE: AS SHOWN

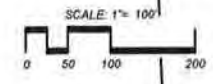
PRELIMINARY
 PLAT
 C1.0

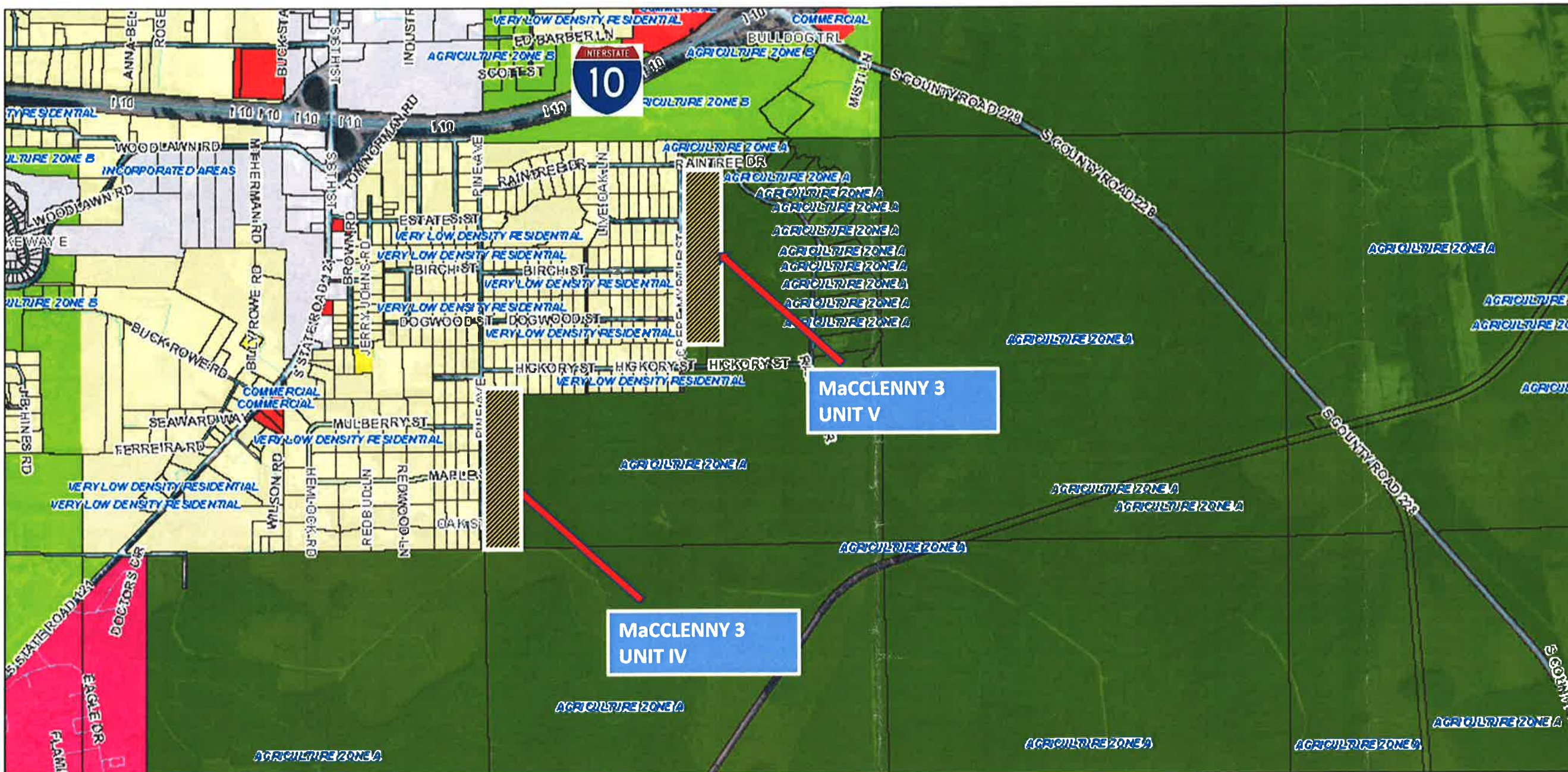


EXISTING ZONING AGG 7.5 AND 10
 PROPOSED ZONING RC1
 EXISTING LANDUSE AGRICULTURE
 PROPOSED LANDUSE RESIDENTIAL

TOTAL PROPOSED LOTS 17
 ALL LOTS ARE GREATER THAN 1 ACRE IN
 SIZE.

MACCLENNY 3, UNIT V





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2040 County Future Land Use

AGRICULTURE ZONE B

AGRICULTURE ZONE A

VERY LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

INCORPORATED AREAS

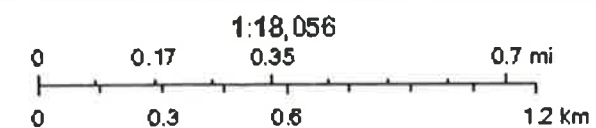
COMMERCIAL

GOVERNMENT USE

Parcels

County Boundary

Road Names



CONSOLIDATED
DESIGN PROFESSIONALS

ZONING PACKAGE
FOR
MacCLENNEY 3
UNIT IV & V

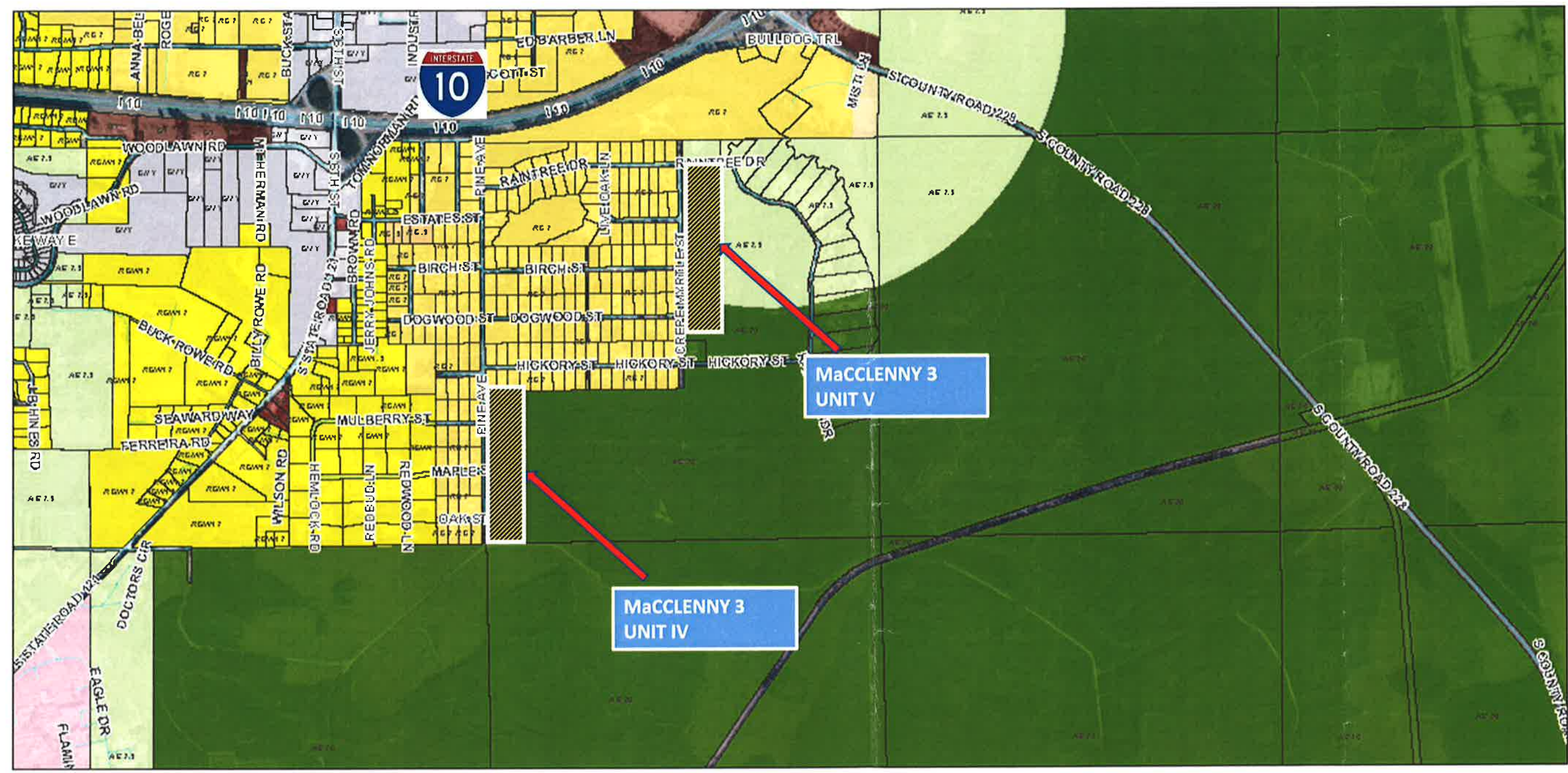
Checked By: CED

Drawn By: TWD

JOB: 137 Macclenny

SCALE: N.T.S.

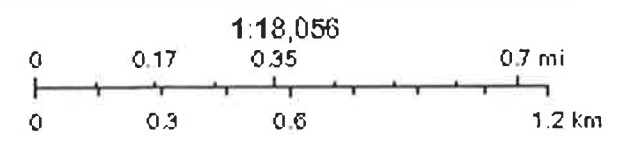
Future
Land Use
Map
Z 102



**ZONING PACKAGE
FOR
MacCLENNEY 3
UNIT IV & V**

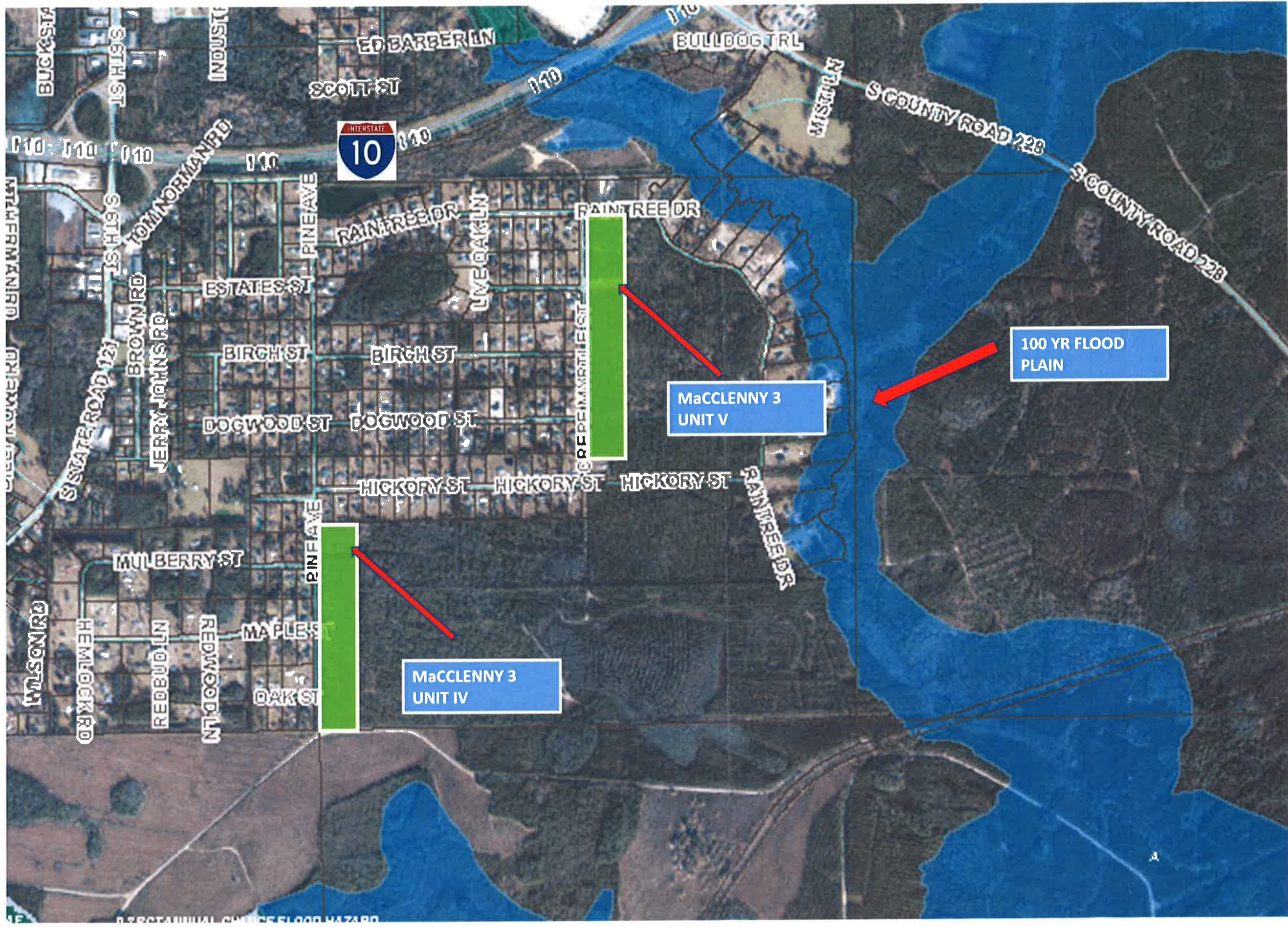
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- | | | | | |
|---------------|---------|----------|----|-----------------|
| County Zoning | RCMH 1 | RC 1 | CG | Parcels |
| CITY | AG 10 | RCMH 2.5 | CH | County Boundary |
| AG 7.5 | RCMH .5 | RC .5 | IN | Road Names |



Checked By: CED
 Drawn By: TWD
 JOB: 137 Macclenny
 SCALE: N.T.S.

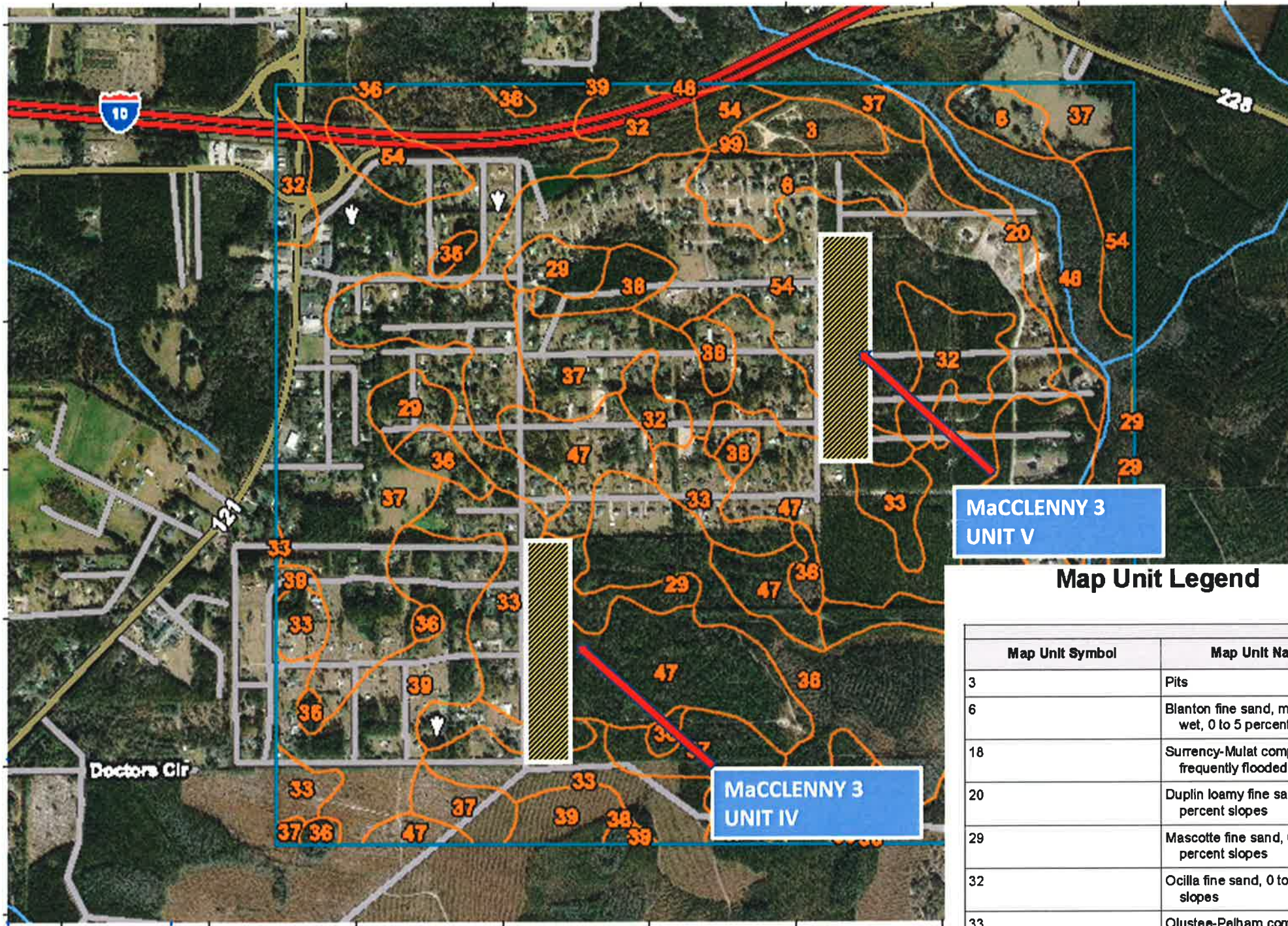
**Zoning
Map
Z 101**



**ZONING PACKAGE
FOR
MaCCLENNY 3
UNIT IV & V**

Checked By: CED
 Drawn By: TWD
 JOB: 137 Macclenny
 SCALE: N.T.S.

**Flood Plain
Map
Z 100**



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
3	Pits	11.9	1.0%
6	Blanton fine sand, moderately wet, 0 to 5 percent slopes	27.9	2.3%
18	Surrency-Mulat complex, frequently flooded	5.0	0.4%
20	Duplin loamy fine sand, 2 to 5 percent slopes	13.2	1.1%
29	Mascotte fine sand, 0 to 2 percent slopes	118.0	9.9%
32	Ocilla fine sand, 0 to 3 percent slopes	47.7	4.0%
33	Olustee-Pelham complex	100.1	8.4%
36	Pantego-Pamlico, loamy substratum, complex, depressional	114.9	9.7%
37	Pelham fine sand, 0 to 2 percent slopes	277.7	23.3%
39	Plummer fine sand	73.0	6.1%
46	Osier fine sand, frequently flooded	46.8	3.9%
47	Sapelo fine sand	156.3	13.1%
54	Albany fine sand, 0 to 5 percent slopes	196.7	16.5%
99	Water	0.9	0.1%
Totals for Area of Interest		1,189.8	100.0%



ZONING PACKAGE
FOR
MaCCLENNY 3
UNIT IV & V

Checked By: CED

Drawn By: TWD

JOB: 137 Macclenny

SCALE: N.T.S.

Soils Map
Z 103

ORDINANCE 2020 - 44

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA TO CHANGE THE LAND USE OF THE SUBJECT PARCEL FROM AGRICULTURE A TO VERY LOW DENSITY RESIDENTIAL WITH THE INTENT OF CREATING A SUBDIVISION PER THE COMPREHENSIVE PLAN AND AMENDING THE FUTURE LAND USE MAP FOR A PARCEL OF LAND TOTALLING APPROXIMATELY 31.00 +/- ACRES OF REAL PROPERTY; SAID LARGE SCALE LAND USE AMENDMENT APPLICATION SUBMITTED BY CLEVE E. DRYDEN, P.E., THE AUTHORIZED AGENT ON BEHALF OF THE PROPERTY OWNER KNABB LANDS, INC.; PROVIDING FOR A CHANGE OF LAND USE, PROVIDING SEVERABILITY; 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, Section 163.3184, Florida Statutes, requires that any amendment to the Baker County Comprehensive Plan or any element of portion thereof be made by ordinance; and

WHEREAS, the Board of County Commissioners of Baker County, Florida wishes to amend the Baker County Future Land Use Map; and

WHEREAS, the proposed amendment to the Baker County Future Land Use Map is for approximately 31.00 +/- acres of real property owned by KNABB LANDS, INC.; and

WHEREAS, the corresponding parcel identification number is 09-3S-22-0000-0000-0010; and

WHEREAS, a duly advertised public hearing was conducted on **Thursday, September 24, 2020 after 6:00 P.M.** by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on **Tuesday, October 20, 2020 after 6:00 P.M.** for the purpose of hearing public comments; and

WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on **[DATE WILL BE DETERMINED BASED UPON TRANSMITTAL RETURN FROM DEO AND REVIEWING AGENCIES AND SCHEDULED PUBLIC HEARINGS]** after 6:00 P.M. and approved the amendment to the Baker County Future Land Use Map; and

WHEREAS, the Board of County Commissioners of Baker County, Florida finds that the adoption of this ordinance for the amendment to the Baker County Future Land Use Map, and the reclassification of real property described herein is consistent with the Goals, Objectives, and Policies of the Baker County Comprehensive Plan is in the best interest of Baker County, Florida and its citizens.

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

Section 1. Adoption and Incorporation of Recitals. The Board of County Commissioners of Baker County, Florida hereby adopts the above recitals and incorporates them herein as a part of this ordinance.

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by **KNABB LANDS, INC.**, and identified by the Baker County Property Appraiser Identification Number: 09-3S-22-0000-0000-0010; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

Section 3. Purpose and Authority of Ordinance. This Ordinance is adopted for the purpose of allowing for an amendment to the Baker County Future Land Use Map.

Section 4. Direction to Staff. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Community Development Department is directed to file the same in the Official Records of Baker County, Florida.

Section 5. Recording of Ordinance. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Clerk of the Court is directed to file the same in the Official Records of Baker County, Florida.

Section 6. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.

PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this **[DATE WILL BE DETERMINED BASED UPON TRANSMITTAL RETURN FROM DEO AND REVIEWING AGENCIES AND SCHEDULED PUBLIC HEARINGS]**.

**BOARD OF COUNTY COMMISSIONERS OF
BAKER COUNTY, FLORIDA**

**JAMES G. BENNETT
CHAIR OF THE COUNTY COMMISSION**

ATTEST:

**STACIE HARVEY
CLERK OF THE BOARD**



Baker County
Community Development Department
Planning ~ Permitting ~ Code Enforcement ~ Building ~ Outreach

360 East Shuey Avenue
Macclenny, Florida 32063
Phone (904) 259-2403
Fax (904) 259-5057

STAFF REPORT

DATE: April 14, 2022

STAFF: Lara K. Dietrich, Director

RE: **Application for Special Use – Ordinance Code Section 24-234**

BACKGROUND

Julin Patel, the Agent on behalf of the owners Russell W. "Buck" and Charlotte A. Oden, submitted an application for a Special Use to the Baker County Community Development Department. The subject parcel (Parcel No. 01-3S-21-0000-0000-0082), which consists of a net 9.41 +/- acres. The subject parcel was originally 10.00 +/- acres, however, the Oden's donated and conveyed 0.59 +/- acres to Baker County for the purpose of developing Nursery Boulevard. The subject parcel is located approximately 1,000 +/- feet north of the interchange of Interstate 10 and County Road 125 in Glen St. Mary, Florida.

The quadrant of CR 125 and I-10 has been anchored by the Journey Store, owned by Ricky Davis, and is becoming a commercial mixed use "village" with a Class A standard of use and architectural features and surrounding treatments through landscaping, signage and wayfinding, materials, access, placement, and proximity.

INTENT

The subject parcel has a land use designation of Commercial (COM) and a zoning district of Commercial Highway (CH). The Applicant proposes to obtain a Special Use for a liquor store with consumption to be off-site only. The subject parcel has been entitled for a mixture of commercial uses prior to this request, hence the Commercial Highway zoning district.

The subject parcel is bound by the following land use designations and zoning districts:

North: Agriculture B/Agriculture 7.5

South: Commercial/Commercial Highway

East: County Road 125

West: Agriculture B, Commercial/Agriculture 7.5, Commercial Highway and Planned Unit Development

BAKER COUNTY 2040 COMPREHENSIVE PLAN

CURRENT FUTURE LAND USE CATEGORY

Policy A.1.10.4 Commercial

The commercial land use category is intended for activities that are predominately associated with the sale, rental, and distribution of products or the performance of service. Commercial land use includes offices, retail, lodging, restaurants, services, commercial parks, shopping center, or other similar business activities. The maximum intensity for commercial development shall not exceed 0.45 Floor Area Ratio. Public/Institutional use and Recreational uses are allowed within the commercial land use category. The maximum height shall not exceed forty (40) feet.

Policy A.1.10.6 Development Standards* for: Mixed-Use, Industrial, and Commercial

The following standards shall apply to development within the Mixed-Use, Industrial and Commercial land use categories:

A. All development within the Mixed Use, Commercial or Industrial land use categories and located within the Urban Growth Area shall be required to be served by central sewer and potable water services when available. Available shall be as defined by Section 381.0065(2)(a), Florida Statute. The FDEP and or the County Health Department may waive the requirement of mandatory onsite sewage disposal connection if it determines that such connection is not required in the public interest due to public health concerns.

B. The County shall permit individual wastewater disposal systems (septic tanks) for development in the Mixed Use, Industrial and Commercial categories subject to the conditions in C. below and provided that site conditions are suitable for on-site sewage treatment (septic tank) use as determined by the requirements of Chapter 62, FAC. Minimum design flows for septic systems shall be based on the estimated daily sewage flow as defined by Chapter 64E - 6.008, FAC. System Size Determination, as amended from time to time. The Health Department shall have final approval of all proposed on-site systems. The County shall permit individual potable water wells provided that such wells are permitted by the County's land development regulations, Health Department, and applicable state standards.

C. Proposed development in the Mixed Use, Commercial or Industrial land use categories that generates a wastewater treatment demand equal to or in excess of 2,000 GPD either individually or when aggregated with the proposed development in an approved master plan shall coordinate with the County to determine the feasibility of participation in the establishment of a publicly –owned or investor –owned sewerage system. The County shall undertake a Central Water and Sewer Feasibility Study by 2022 and the recommendations of the study shall serve to guide a determination of feasibility for central services to proposed development(s) subject to this policy.

D. All development in the Mixed Use, Commercial or Industrial land use category shall have access to paved roads. All internal roads shall be paved to County standards. Primary

ingress/egress from development area to external roadways shall be required to be improved in accordance with County standards and centralized to minimize the number of access points to external roadways. All development shall meet FDOT access guidelines when a project directly accesses a state road.

E. Future right-of-way for roads and improvements generally identified in the Baker County Thoroughfare Master Plan adopted pursuant to Ordinance 2007-28 shall be protected from development.

F. As part of the site plan approval process, the County shall ensure that adequate right-of-way is available to support the location and construction of future roadways and other improvements identified on the Thoroughfare Master Plan.

G. To promote opportunities for affordable workforce housing, preserve open space and groundwater recharge areas, and promote the efficient use of infrastructure, the County shall encourage clustering of development within Mixed Use areas.

H. If there is residential land use included in a mixed-use development, residential and non-residential portions of the development shall be linked internally by streets, sidewalks, and in some cases by a separate system of pedestrian, bike, and/or low speed vehicle paths to encourage multi-modal transit options. Industrial uses within a mixed-use development shall not be located adjacent to residential uses unless buffering that is adequate based on the intensity and type of industrial use permitted to mitigate incompatibilities is provided.

I. No development activities shall take place in jurisdictional wetlands unless permitted by the ACOE or the SJRWMD prior to development permit issuance by the County.

J. Maximum intensity and density for individual uses within the Mixed-Use Land Use designation shall be the same as permitted for the use under the Industrial, Commercial, and Institutional land use categories; residential density within Mixed Use shall not exceed 10 DU per acre.

Policy A.1.10.13 Development in the Urban Growth Area

Within the new urban growth area, the County has refocused its development efforts to support and encourage a transportation and logistics corridor in Baker County in anticipation of the expansion of the Port of Jacksonville (Jax Port) to provide staging room for third party logistic carriers working with the container traffic generated by a large port, collectively referred to as an "inland port" facility.

The County has become part of Foreign Trade Zone 64, associated with Jax Port, to facilitate the location of associated import, export activities and related manufacturing. The corridor centers on the multimodal transportation access provided by US-90, I-10, and the railroad lines that traverse the County and create the southern freight corridor for the whole of the United States and as identified in the Freight Corridor Study.

The area within the urban growth area reserves other areas for development of associated residential, commercial, and other related services for the workforce required to staff these businesses. Development within the urban growth area is encouraged to develop water and sewer services and to reserve land to expand such new services into regional facilities in anticipation of the growth of new municipalities within the urban growth area.

BAKER COUNTY ORDINANCE CODE

CURRENT ZONING DISTRICT

Sec. 24-203. - CH Commercial Highway District.

(a) *Generally.* The provisions of this section apply to the CH Commercial Highway District. This classification is primarily intended to apply to areas where adequate lot depth is available to provide development for service-oriented automotive uses and supporting facilities. One-stop complexes of automobile filling stations, motels, restaurants, and similar uses are encouraged. The district has particular, though not exclusive, interstate development nodes. It is not intended that this district become or be used for strip commercial purposes, nor is it intended that CH zoning be encouraged at all freeway interchanges.

(b) *Permitted uses and structures.*

(1) Within any CH district, permitted uses and structures allowed by right are as follows:

- a. All uses allowed within CN, CG (except warehouse).
- b. Amusement Park.
- c. Motor vehicle/mobile home/RV sales.
- d. Special use (see section 24-234).
- e. Temporary use (see section 24-234).
- f. Truck stop.
- g. Veterinary clinic/animal hospital (site plan review).

(2) Additionally, within any CH district the following permitted accessory uses, and structures are allowed:

- a. Single-family dwelling unit.
- b. Storage buildings, sheds.

(c) *Permissible uses by special exception.*

- (1) Church.
- (2) Wireless telecommunication facilities (see section 24-235).
- (3) Semi-public uses.
 - a. Club.
 - b. Lodge.
 - c. Recreational association.
 - d. Neighborhood association.
 - e. Cultural activities.

(d) *Setback and other standards.*

- (1) Minimum lot size (width, depth, and area).
 - a. Width: 100 feet.
 - b. Depth: 100 feet.
 - c. Area: 15,000 feet.

1. The minimum lot area for uses with central sewer service shall be 10,000 square feet. However, if a use has a common firewall with an adjacent commercial use, no minimum lot area is required.
 2. The minimum lot area for all other uses will be one-half acre. However, if a use has a common firewall with an adjacent commercial use, no minimum area is required.
- (2) Minimum yard size.
- a. Front: 15 feet.
 - b. Side: 15 feet.
 - c. Rear: 15 feet.

There shall be a minimum front yard setback of 15 feet. There shall be a minimum setback of 15 feet from any residential district.

- (3) Maximum lot coverage by all buildings and structures.
- a. The lot coverage, as measured by impervious surface, shall not exceed 70 percent of the parcel.
 - b. The floor area ratio (FAR) shall not exceed 1.0 or as otherwise established by the comprehensive plan.
- (4) Maximum height of structures. No building shall exceed a height of three stories or 40 feet above grade.
- (5) Buffer. When a use abuts a residential district, there shall be designed and maintained a sight obscuring (opaque) buffer at least six feet in height, which can be in the form of vegetation, fencing or walls.
- (6) Outdoor storage areas. Outdoor storage areas will be enclosed by suitable vegetation, fences, or walls.
- (7) Parking; off-street loading requirements, signs, and access. All commercial general uses shall comply with all applicable standards contained elsewhere in this chapter.
- (8) Alcoholic beverages. An establishment or facility which is to be licensed for the retail sale of all alcoholic beverages, including liquor, beer and wine for consumption either on premises or off premises or both shall be permitted if the board of county commissioners, after a public hearing pursuant to article X of this chapter, determines that the location and development plans comply with the applicable standards in this chapter and other county laws.

(LDR 2014, §§ 3.04.21.00—3.04.21.01; Ord. No. 2013-04, § 1, 7-15-2014; Ord. No. 2016-04, § 7, 7-5-2016)

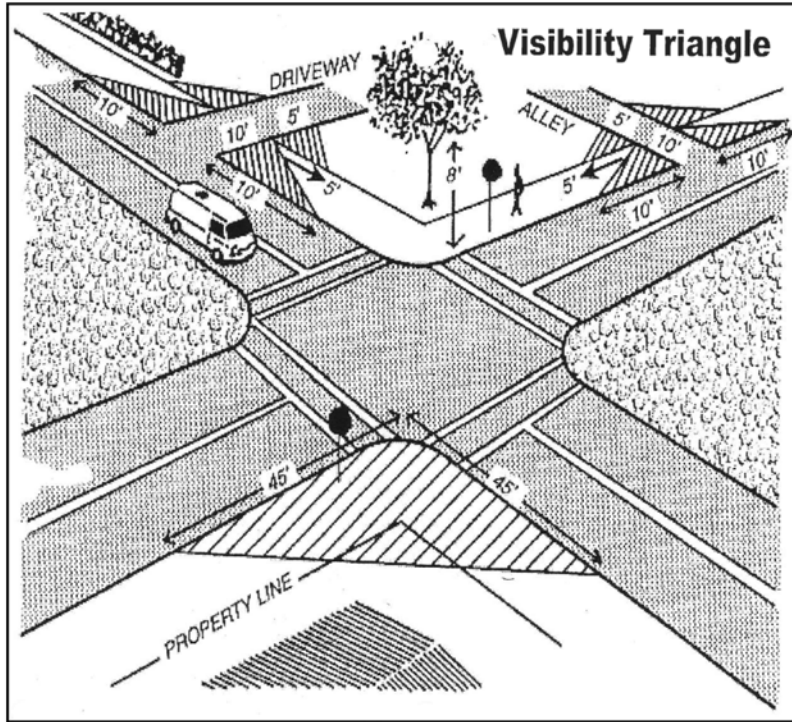
Editor's note— See editor's note following § 24-201

ACCESS TO THE PROPOSED SITE AND CIRCULATION

- (1) *Separation of access points by functional class of roadway.*
- a. Unless otherwise approved by the county engineer, the separation between access points onto arterials and collector roadways, or between an access point and an intersection of an arterial or collector with another road for an arterial road,

shall be 300 feet; and for a collector road the distance between access points shall be 140 feet.

Visibility Triangles



(d) *Street and road design standards.*

- g. Streets shall intersect as nearly as possible at right angles and in no case shall be less than 75 degrees.
- h. Where possible, new intersections along one side of an existing street shall coincide with existing intersections. Where an offset (jog) is necessary at an intersection, the distance between the centerline of the intersecting streets shall be no less than 150 feet.
- i. No two streets may intersect with any other street on the same side at a distance of less than 400 feet measured from centerline to centerline of the intersecting street. When the intersected street is an arterial, the distance between intersecting streets shall be no less than 1,000 feet.

DEVELOPMENT REVIEW COMMITTEE COMMENTS

The application was circulated to the DRC Members and the following reflect their comments:

Community Development Department/Lara Diettrich, Director

- Drive-way access shall be 300 feet from an arterial or collector roadway where it intersects with a County maintained paved road. Distance between two (2) driveways is

a minimum of one hundred and forty (140) feet. NOTE: Given the vacancy of the parcel adjacent to the north, a competing driveway is not a consideration at this time.

The road frontage is 302.46 feet with 33.01 +/- feet conveyed to the County. In addition, Mr. Davis conveyed 33.00 +/- feet to the County. Thus, creating a need for a Variance (requested or administrative) to be a companion to the Special Use Application.

The primary access point is requested on the northeastern most portion of the site fronting CR 125. This will allow for vehicular and truck access for drive-thru window and emergency pass-by lane to the rear, or western, portion of the site. It will allow for circulation to make a 180-degree pathway around the building.

At the time of site plan review, directional usage of the access points shall be engineered to determine the width at minimum

The secondary access point is requested on the southern frontage onto Nursery Boulevard for exiting the site. For emergency purposes, this secondary access point would be required regardless.

- Loading and unloading zones shall be located at the rear, or western, portion of the site.
- Dumpster pad shall be located at the rear, or western, portion of the site.
- Parking (regular and ADA) shall follow Code and ADA standards.
- Landscaping and buffer setbacks will adhere to and or exceed that of the Code per "Class A" standards as a condition.
- The quadrant of CR 125 and I-10 has been anchored by the Journey Store, owned by Ricky Davis, and is growing beyond the interchange and becoming a commercial mixed use "village". The standard that is to be a condition to this Special Use Application is to follow that of the "Class A" standard of use, aesthetic, architectural features and materials, and surrounding treatments through landscaping, signage and wayfinding, materials, access, placement, and proximity.
- The signage is to be limited to the Code's measurements for wall signage and facia of a monument sign only. The monument sign may be internally illuminated or with exterior, ground-mounted upward lighting. However, there will be no digital, marquee, pylon, window, sidewalk, roll-up, floor graphics, roof top and no vehicular signage.
- **NOTE: During site plan, architectural elevation, signage and traffic circulation review process, further conditions may be imposed.**

Fire and Rescue Department/Trevor Nelson, Chief

- Comments, if any, will be shared at the public hearings.

Roadway and Drainage Department/Robert Fletcher, Director

- Comments, if any, will be shared at the public hearing.

On-Call Engineer

- Drive-way minimum access from a County maintained paved roadway is three hundred (300) feet. Distance between two (2) driveways is a minimum of one hundred (100) feet. Give the vacancy of the parcel adjacent to the north, a competing driveway is not a consideration at this time.
- Per the Code and language above in agreement with the Community Development Department.

Terry Graham/Florida Health Department

- No comments at this time. The site will need to have connectivity with potable water and wastewater, which currently runs along the public right-of-way on CR 125 exclusively to the Journey Store which was negotiated previously by Ricky Davis. Discussions with the Town of Glen St. Mary will need to be pursued by the Applicant.

RECOMMENDATION

Staff recommends **APPROVAL** of the request for a Special Use Application for a liquor store which is consistent with the Baker County 2040 Comprehensive Plan, the Land Development Regulations of the Ordinance Code, and the policies and character of the surrounding area.



Tab 6 - References

Community Redevelopment Area - American Beach Finding of Necessity

American Beach | Nassau County, FL



Challenges to the American Beach community have been well documented by previous studies, plans, and surveys. The Finding of Necessity was the first critical step in the implementation of a Community Redevelopment Area/Tax Increment Financing District to provide a dedicated revenue source to address these identified needs. These funds can be used programmatically, or for more traditional infrastructure needs. Combining these funds with other funding sources, such as grant funding, under a unified CRA Redevelopment Plan can bring a focused and dedicated effort to improve American Beach by eradicating or diminishing specified blighted conditions. With additional resources through the CRA, American Beach residents and property owners will have the ability to protect the quality of life in the neighborhood and enhance the public infrastructure, such as sidewalks, utilities, landscaping, and streetscape improvements.

****Previous experience performed by Lara Dietrich with Nassau County***

Total Cost: \$14,840

Time Frame: May- September 2019

Services: CRA planning

Owner Contact

Taco Pope
County Administrator
904.530.6010
tpepe@nassaucountyfl.com
96135 Nassau Place, Suite 1
Yulee, FL 32097

Baker County 2040 Comprehensive Plan Update

Baker County | Baker County, FL

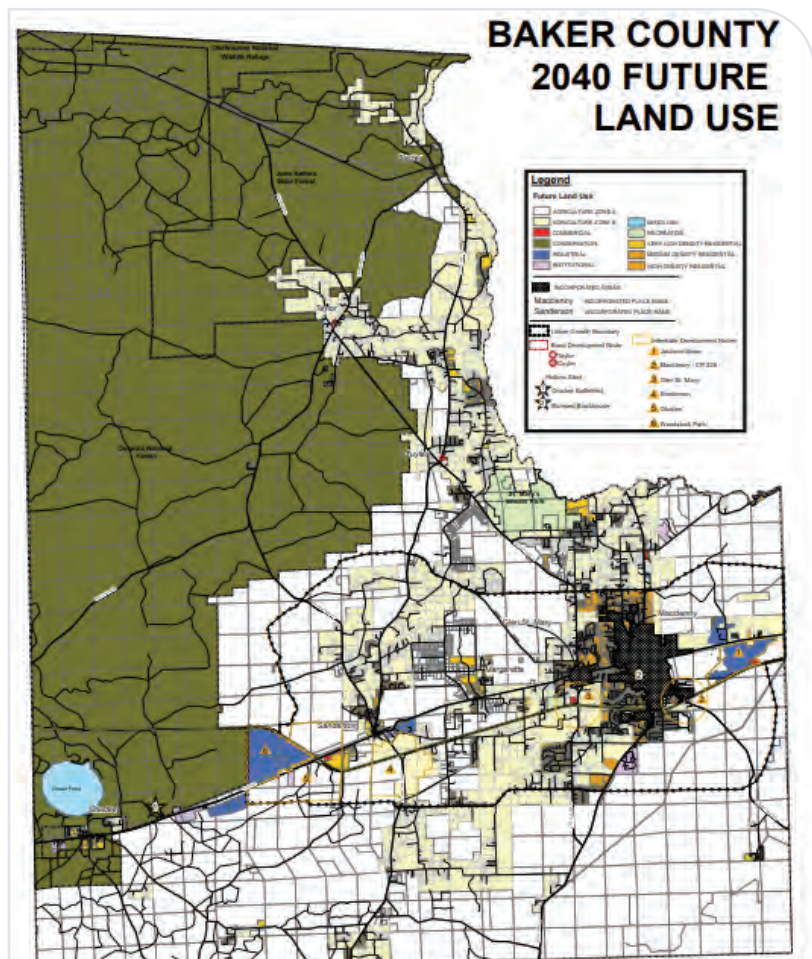
Total Cost: \$300,000

Time Frame: 2018–2020

Services: Comprehensive plan, future land use element, traffic circulation, housing, public facilities, conservation, recreation and open space, intergovernmental coordination element, capital improvements, economic development, public school facilities, future land use map

Owner Contact

Sara Little
County Manager
Baker County
904.259.5123
sara.little@bakercountyfl.org
55 North Third Street
Macclenny, FL 32063



In December of 2020, Baker County, Florida adopted the 2040 Update to the Comprehensive Plan. The effort involved two years of collaboration between the Community Development Department, consultant, the public, County Administration, Land Planning Agency (LPA) and the Baker County Board of County Commissioners (BOCC). Over the course of the two years, bi-monthly public workshops were held with the LPA and BOCC to confirm full discussion of all elements of the Comprehensive Plan including the Future Land Use Element, Traffic Circulation Element, Housing Element, Public Facilities Element, Conservation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capital Improvements Element, Economic Development Element, Public School Facilities

Element, Future Land Use Map, supporting map series, and a Five Year Schedule of Capital Improvement.

In addition to the required element updates, a subsection of the Future Land Use Element for Wildland Urban Interface (WUI) and FDOF Southern Fire Risk Assessment Model Goals, Objectives and Policies was studied and included.

****Previous experience performed by Lara Diettrich with Baker County***

Hogans Creek Restoration & Trail Plan

Groundwork Jacksonville | Jacksonville, FL



Halff is currently contracted with Groundwork Jacksonville and is in the process of developing a 30 percent stream restoration design for the Hogans Creek sections of the Emerald Trail Project. Groundwork Jacksonville, Inc., was established in 2014 as the City's nonprofit partner in building the Emerald Trail and restoring McCoys Creek and Hogans Creek.

Hogans Creek is a 2.6-mile tidal and freshwater creek that begins in the Brentwood neighborhood north of University of Florida (UF) Health and flows south through Springfield, the Cathedral District, and historical Eastside before flowing into the St. Johns River at the Shipyards. Hogans Creek is a key part of Groundwork Jacksonville's vision of a 30-mile Emerald Trail of parks, trail paths, and waterways connecting neighborhoods at the heart of the City.

As part of the trail master plan, Groundwork Jacksonville is partnering with the City of Jacksonville and Halff to develop the Hogans Creek Restoration Plan. The goal is to reduce flooding, improve water quality, and provide access and recreational opportunities along the creek. Preliminary plans are currently being shared with the community to gather input that will be incorporated into the iterative design process. The Trail Master Plan includes improving the crossing conditions along existing Hogans Creek greenway and enhancing the overall quality of the greenway to match the established design standard for the entire Emerald Trail system.

Project work includes coordination of a multidisciplinary team of experts and extensive outreach efforts to restore Hogans Creek to a more natural state. The project seeks to provide safe access to the creek and to design a trail as part of the City's Emerald Trail system.

Total Cost: \$568,000

Time Frame: Ongoing

Services: Water resources, environmental, landscape architecture, engineering, surveying, community engagement, planning, resilience

Owner Contact

Kay Ehas
Chief Executive Officer
Groundwork Jacksonville
kay@groundworkjacksonville.org
(904) 401-0453
101 W State St
Building A, Room 1003
Jacksonville, FL 32202

Escambia County Comprehensive Plan Review

Escambia County | Escambia County, FL



Halff was hired by Escambia County to complete a data analysis of the County's Comprehensive Plan, land use, zoning, population growth, existing residential development, and the consideration for new residential development within the rural areas of Escambia (comprised of +/- 60% of the land). Analysis of the County's agricultural land, businesses, and economy played a vital factor in determining where the County could potentially direct growth while preserving these agricultural lands within the rural area. Halff provided suggested revisions to their Comprehensive Plan and presented the revision to the general public through workshops and the County's Planning Agencies.

Total Cost: \$36,701

Time Frame: Feb 2020 – July 2021

Services: Comprehensive planning, public workshops

Owner Contact

Alison Rogers
County Attorney
Escambia County
850.595.4993
aarogers@co.escambia.fl.us
221 Palafox Place, Suite 430
Pensacola, FL 32502-5837

Sherman On-Call Services, Comprehensive Plan and Trails Plan

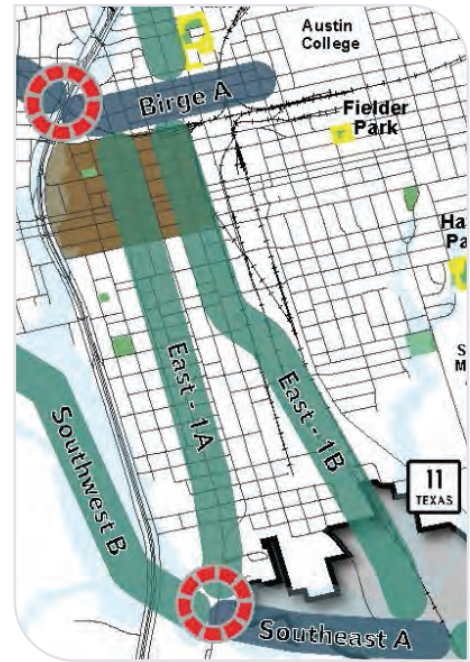
Sherman, Texas

Sherman is experiencing significant growth pressures from the Dallas-Fort Worth Metroplex as well as incoming manufacturing developments. Halff has established a collaborative partnership with the City of Sherman Development Services Department through an on-call contract, marking a significant contribution to various developmental aspects. In addition to the on-call contract Halff was contracted by the City of Sherman for various other consultation projects.

Initial tasks included creating a Planned Development zoning district ordinance and subsequent review of individual PD zoning submittals. On-call tasks include continual review of PD zoning submittals and general planning consultation for the City of Sherman including but not limited to assessment of the zoning regulations with detailed edits and recommendations, review of various ordinances, and presentations to city council.

In addition to these ongoing tasks Halff has been contracted to create a comprehensive plan, a trails master plan, create a development guide, and to provide guidance and recommendations to update the subdivision regulations. The comprehensive plan and the trails master plan were adopted in 2022 and developed simultaneously to utilize a combined community engagement effort and coordinate trail planning with overall comprehensive planning. The comprehensive plan provides the City with policies that enhance the City's ability to promote and manage growth, provides measures to confirm the quality of life for residents, and protect and enhance key areas of importance while accommodating future trends. Following adoption of the comprehensive plan, the City of Sherman contracted Halff to create an easy to read guide for stakeholders which simplifies the development process in Sherman and to provide an assessment and recommended updates to the subdivision regulations to reflect the community's vision for growth as established in the comprehensive plan.

In summary, the collaboration between Halff and the City of Sherman Development Services Department has played a pivotal role in advancing Sherman's developmental landscape. Halff's multifaceted contributions reflect a commitment to practical solutions and collaborative cooperation, making Halff a trusted advisory for Development Services.



Total Cost: \$370,000

Time Frame: 2018 - Ongoing

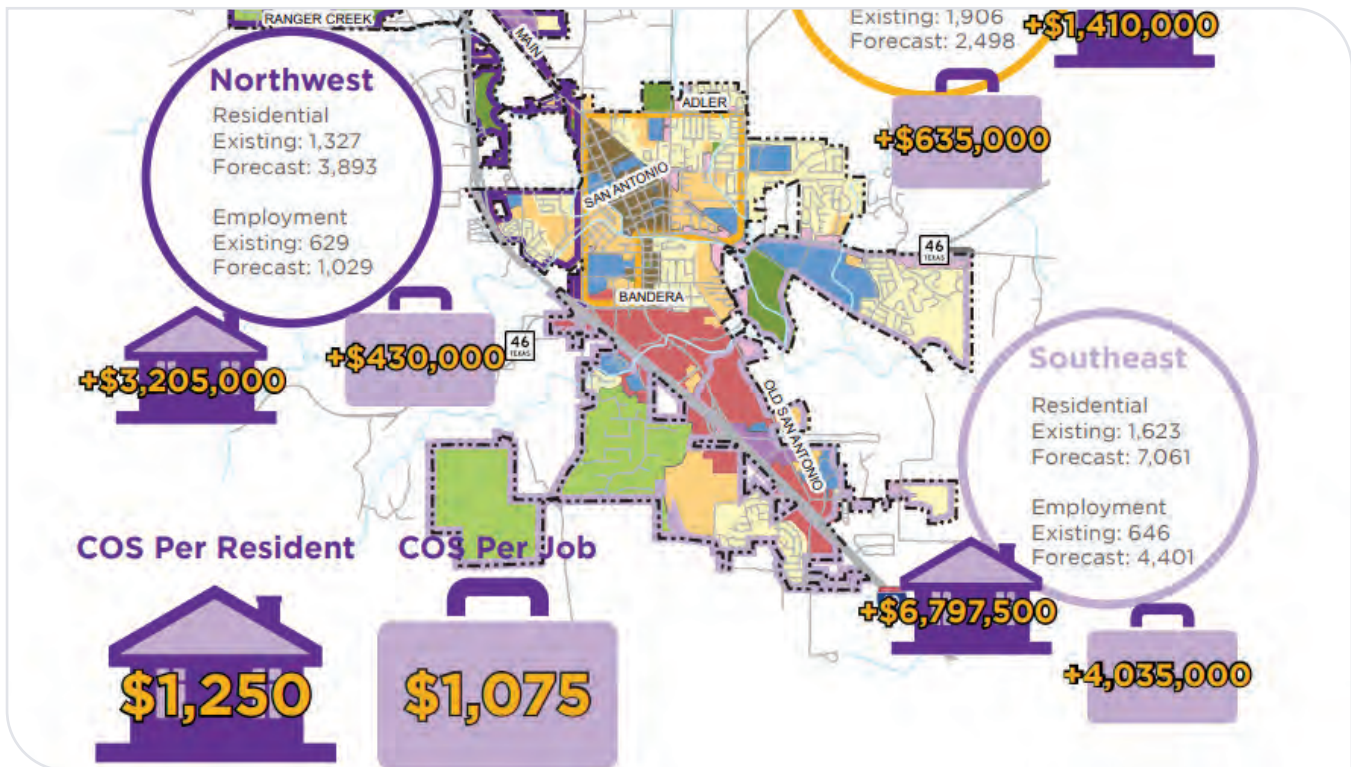
Services: Drafting of a PUD ordinance and facilitation of developer PUD submittal applications, compliance letters for applications, review of zoning code and revisions in partnership with city staff, drafting of comprehensive plan and trails plan, creation of a development guide and a quick guide for staff, rewrite of subdivision regulations

Owner Contact

Rob Rae
 Planning Director
 City of Sherman
 903.813.5275
 robr@cityofsherman.com
 P.O. Box 1106
 Sherman, TX 75091

Boerne On-Call Services, Comprehensive Plan, Master Drainage Plan, & Code Updates

Boerne, Texas



Halff has been working for the City of Boerne since 2017 performing a variety of services including on-call services, long-range planning and code work. Halff's original project included the drafting of the award-winning Uniquely Boerne Master Plan which won the comprehensive plan of the year award from the American Planning Association, Texas Chapter in 2018. This was followed by a request to provide consulting services to assist in updating current and proposed ordinances regarding incorporation/enhancement of LID/Stormwater regulations targeted toward better flood protection and water quality for the City of Boerne. This was then followed by a request to update the City's 20-year-old master drainage plan. In 2020, the city adopted Halff's completed Master Drainage Plan which led to a \$20 million CIP in 2022. Halff is still working on ongoing analysis of the Boerne area watersheds, helping the city to perform development plan and stormwater management plan reviews, and a series of additional types of work including drainage criteria manual updates, drainage modeling, funding strategies, etc.

Total Cost: Varies

Time Frame: 2017 – Ongoing

Services: Comprehensive planning, master drainage plan, code updates

Owner Contact

Jeff Carroll
Director of Development Services
City of Boerne
830.248.1638
jcarroll@boerne-tx.gov
447 N. Main Street
Boerne, TX 78006

Tab 7 - Technology

PUBLIC ENGAGEMENT TECHNOLOGIES

Halff has an extensive toolbox of public engagement methods for both in-person and virtual engagements. We have successfully developed outreach programs including dual-language print and multi-media. We understand that a successful public outreach program utilizes many channels, reaching as diverse an audience as possible.

DATA-DRIVEN PLANNING

- **ArcGIS Pro.** Our team is proficient in the use of GIS Pro. We will use this as a primary means for a data-driven approach.

- **ArcGIS Urban.** GIS-trained professionals perform deep analysis, build models, and employ desktop analytics to understand the complexities of a city's current state and create long-range plans that incorporate multiple factors. This platform can be used in small-area planning, or within larger scenario planning models.
- **ArcGIS Dashboard.** This can be used to track metrics and monitor the success of the Vision Plan and Comprehensive Plan.
- **Business Analyst.** Business analyst will help layer and analyze data spatially, integrate data from multiple sources, and visualize the data in a meaningful way.



ArcGIS Urban is a powerful tool for cities as it allows for the integration of various data sets, visualizations, and analysis tools into one platform, which can help planners and city leaders make more informed decisions when it comes to urban planning.



El Paso, TX
El Paso County
Parks Master
Plan Virtual
Engagement
Room

VISUALIZING SUCCESS

- **BIM123.** Real-time renderings to illustrate changes in the built environment. BIM123 is a 3D model that can be updated in real-time, based on public comments. This technique will be used in designing charettes and planning exercises to help visualize the future.
- **3D Visualization.** Sketch-Up & Rhino & Lumion – Our team is qualified to use 3D rendering options to help further explain and explore development patterns, the built environment, and how it may impact the quality of life. We will use renderings and graphics throughout the planning process.
- **Hand Renderings.** In addition to 3D digitized renderings, we can also produce hand renderings to illustrate place types, placemaking, and the overall environment.
- **Project Website:** A project website for both public and team use will contain up-to-date project information and public comment sections, as well as a secured site for team comments, plan reviews, and meeting minutes
- **Virtual Communication:** Half embraces digital platforms, investing in remote connectivity well before the COVID-19 crisis. This enables our firm to provide the same level of exceptional service without disruption.



Tab 8 - Cost

NC23-048-RFP
Professional On-Call Planning Services

EXHIBIT "A" PRICE SHEET

Firm shall provide On-call Planning Services in accordance with Exhibit B, Scope of Services at the hourly rate below. Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, etc.).

DESCRIPTION	TOTAL
Owner / CEO / President	N/A
Planning Director / Executive Director / Executive Planner / Director / Principal-in-Charge / Vice President	\$275 / hourly
Principal Planner / Planning Manager / Planner IV/Certified Specialist, e.g., Environmental (CEP), Transportation (CTP), Urban Designer (CUD)	\$230 / hourly
Planner III / Senior Planner / Certified Floodplain Manager (CFM) / Senior Project Manager	\$175 / hourly
Planner II / Associate / Junior Planner / Project Manager	\$140 / hourly
Planner I / Assistant Planner / Assistant Project Manager	\$115 / hourly
Administrative or Clerical Support	\$75 / hourly

NOTE: Hourly rates cannot be fully burdened to accommodate non-labor expenses as they are unknown at this time.

The undersigned declares that they have examined the Request for Proposal including documents attached, and the Scope of Services and is informed fully with regard to all terms and conditions pertaining thereto and agrees to provide services accordingly at the hourly rate set forth above.

Company: Halff Associates, LLC

Address: 9995 Gate Parkway N, Suite 200

City, State, Zip code: Jacksonville, FL 32246

Phone Number: 904.441.8365 Email: jloretta@halff.com

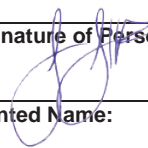
Authorized Signature:  Printed Name: Joe Loretta, PLA, LEED AP BD+C

Title: Vice President Date: August 22, 2023

Tab 9 - Attachments/Administrative Information

NC23-048-RFP
Professional On-Call Planning Services

FORM A ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	
Addendum # <u>1</u> through # <u>2</u>	
Signature of Person Completing: 	Date: August 22, 2023
Printed Name: Joe Loretta, PLA, LEED AP BD+C	Title: Vice President

NC23-048-RFP
Professional On-Call Planning Services

FORM B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for
Nassau County.
2. This sworn statement is submitted by Half Associates, Inc.
(entity submitting sworn statement), whose business address is
9995 Gate Parkway N, Suite 200, Jacksonville, FL 32246
and its Federal Employee Identification
Number (FEIN) is 75-1308699. (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement: _____.)
3. My name is Joe Loretta, PLA, LEED AP BD+C (please print name of individual signing),
and my relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any bid or contract for goods or services,
any leases for real property, or any contract for the construction or repair of a public building or
public work, to be provided to any public entity or an agency or political subdivision of any other
state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida
Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an
adjudication of guilt, in any federal or state trial court of record relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a
plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes
those officers, directors, executives, partners, shareholders, employees, members, and
agents who are active in the management of an affiliate. The ownership by one person of
shares constituting a controlling interest in another person, or a pooling of equipment or
income among persons when not to fair market value under an arm's length agreement,
shall be prima facie case that one person controls another person. A person who knowingly
enters into a joint venture with a person who has been convicted of a public entity crime in
Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any
natural person or entity organized under the laws of any state or of the United States with the legal
power to enter into binding contract and which bids or applies to bid on contracts let by a public
entity, or which otherwise transacts or applies to transact business with a public entity. The term
"person" includes those officers, directors, executives, partners, shareholders, employees,

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NC23-048-RFP
Professional On-Call Planning Services

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**


Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


Signature Joe Loretta, PLA, LEED AP BD+C
Date August 16, 2023

State of: Florida
County of: Nassau

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 7th day of August, 2023 by Joe Loretta who is personally known to me or produced as identification.


Notary Public
My commission expires: 06-16-24



NC23-048-RFP
Professional On-Call Planning Services

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: Baker County
 Address: 55 North Third Street Macclenny, FL 32063
 Contract Person: Sara Little
 Phone: Email: 904.259.5123 | sara.little@bakercountyfl.org
 Project Description: The effort involved two years of collaboration for the 2040 Comprehensive Plan updates.
 Contract \$ Amount: \$300,000
 Date Completed: 2020

Reference #2:

Company/Agency Name: Escambia County
 Address: 221 Palafox Place, Suite 430 Pensacola, FL 32502-5837
 Contract Person: Alison Rogers
 Phone: Email: 850.595.4993 | aarogers@co.escambia.fl.us
 Project Description: Data analysis of the County's Comprehensive Plan, land use, zoning, population growth, existing residential development, and the consideration for new residential development.
 Contract \$ Amount: \$36,701
 Date Completed: 2021

Reference #3:

Company/Agency Name: City of Sherman
 Address: P.O. Box 1106 Sherman, TX 75091
 Contract Person: Rob Rae
 Phone: Email: 903.813.5275 | robr@cityofsherman.com
 Project Description: Sherman On-Call Services, Comprehensive Plan, and Trail Plan
 Contract \$ Amount: \$180,969
 Date Completed: 2023

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: Halff Associates, Inc.
 Attn: Joe Loretta, PLA, LEED BD+C
 Mailing Address: 9995 Gate Pkwy N Suite 200, Jacksonville, FL 32246

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): Joe Loretta, PLA, LEED AP BD+C
 Title: Vice President
 Email Address: jloretta@halff.com
 Phone Number: 904.441.8365

NC23-048-RFP
Professional On-Call Planning Services

**FORM D
DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Half Associates, Inc. (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Joe Loretta, PLA, LEED AP BD+C
Authorized Signature
August 16, 2023
Date Signed

State of: Florida
County of: Nassau

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 7th day of AUGUST, 2023 by Joe Loretta who is personally known to me or produced as identification.

Lisa Fricchione
Notary Public
My commission expires: 06-16-24



NC23-048-RFP
Professional On-Call Planning Services

FORM E
E-VERIFY AFFIDAVIT

**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name: Professional On-Call Planning Services
Bid No./Contract No.: NC23-048

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

NC23-048-RFP
Professional On-Call Planning Services

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.


NC23-048-RFP
Professional On-Call Planning Services

**FORM E - 1
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Halff Associates, Inc. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.


All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Halff Associates, Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Joe Loretta, PLA, LEED AP BD+C
Date: August 16, 2023

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 08-07-23 (Date) by Joe Loretta (Name of Officer or Agent, Title of Officer or Agent) of Halff Associates Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.


Notary Public
Lisa Fricchione
Printed Name

My Commission Expires: 06-16-24



An official website of the United States government
[Here's how you know](#)



Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

Halff Associates, Inc.

Doing Business As (DBA) Name

Company ID

242584

Enrollment Date

Aug 26, 2009

Employer Identification Number (EIN)

751308699

Unique Entity Identifier (UEI)

DUNS Number

015013165

Total Number of Employees

500 to 999

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address

1201 North Bowser Road
Richardson, TX 75081

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Manage and Verify Employees for Clients

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



NC23-048-RFP
Professional On-Call Planning Services

FORM E - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name
My Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2023

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 ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Ste. 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com														
INSURED Half Associates, Inc. 1201 N. Bowser Richardson TX 75081	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Allied World Surplus Lines Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pittsburg	19445	INSURER B : The Continental Insurance Company	35289	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Allied World Surplus Lines Insurance Co	24319	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1847101035 **REVISION NUMBER:** 23-24

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL5856923	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CA5717893	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034027549	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC014195843	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2023	8/1/2024	Per Claim Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with the exception of workers compensation & professional liability where required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER <div style="text-align: center; border: 1px solid black; padding: 5px;">Sample</div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER
(if any)
NC23-048

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Halff Associates, Inc.		3. YEAR ESTABLISHED 1950	4. UNIQUE ENTITY IDENTIFIER E9LRKBH7BJZ1
2b. STREET 9995 Gate Parkway, Suite 200		5. OWNERSHIP	
		a. TYPE Corporation	
2c. CITY Jacksonville	2d. STATE FL	2e. ZIP CODE 32246	b. SMALL BUSINESS STATUS Large Business
6a. POINT OF CONTACT NAME AND TITLE Jessica Baker Daily, PE, CFM, PMP – Chief People Director		7. NAME OF FIRM <i>(if Block 2a is a Branch Office)</i> Halff Associates, Inc.	
6b. TELEPHONE NUMBER (904) 730-9360	6c. E-MAIL ADDRESS jbaker@halff.com		
8a. FORMER FIRM NAME(S) <i>(if any)</i> Genesis Halff, Inc.		8b. YEAR ESTABLISHED 2019	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	C. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Administrative	186	3	A06	Airports; Terminals and Hangars; Freight Handling	3
06	Architect	14	1	B02	Bridges	5
08	CADD Technician	86	2	C10	Commercial Building; (low rise); Shopping Centers	8
10	Chemical Engineer	10		C12	Communications Systems; TV; Microwave	4
12	Civil Engineer	416	9	E02	Educational Facilities; Classrooms	5
14	Computer Programmer	37		E03	Electrical Studies and Design	5
15	Construction Inspector	40		E09	Environmental Impact Studies, Assessments or Statements	6
16	Construction Manager	6		G04	Geographic Information System Services: Development, Analysis, and Data Collection	6
21	Electrical Engineer	17		H07	Highways; Streets; Airfield Paving; Parking Lots	9
24	Enviro. Scientist	39		H09	Hospitals & Medical Facilities	4
29	GIS Specialist	43		H11	Housing (Residential, Multifamily, Apartments, Condominiums)	6
30	Geologist	8		I01	Industrial Buildings; Manufacturing Plants	6
38	Land Surveyor	141		L03	Landscape Architecture	7
39	Landscape Architect	53	6	P04	Pipelines (Cross-country—Liquid & Gas)	8
42	Mechanical Engineer	25	1	P06	Planning (Site, Installation and Project)	5
47	Planner Urban/Reg.	34	3	R11	Rivers; Canals; Waterways; Flood Control	8
57	Structural Engineer	16		S04	Sewage Collection, Treatment and Disposal	7
58	Technician/Analyst	82		S10	Surveying; Platting; Mapping; Flood Plain Studies	8
60	Transportation Engineer	73		S11	Sustainable Design	6
62	Water Resources Engineer	81	3	S13	Storm Water Handling & Facilities	7
Total		1,407	28	W03	Water Supply; Treatment and Distribution	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	PROFESSIONAL SERVICES REVENUE INDEX NUMBER
a. Federal Work	7
b. Non-Federal Work	10
c. Total Work	10

1. Less than \$ 100,000

2. \$ 100,000 to less than \$ 250,000

3. \$ 250,000 to less than \$ 500,000

4. \$ 500,000 to less than \$ 1 million

5. \$ 1 million to less than \$ 2 million

6. \$ 2 million to less than \$ 5 million

7. \$ 5 million to less than \$10 million

8. \$ 10 million to less than \$ 25 million

9. \$ 25 million to less than \$ 50 million

10. \$ 50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE June 30, 2023
c. NAME AND TITLE Jessica Baker Daily, PE, CFM, PMP – Chief Marketing Officer	

STANDARD FORM 330 (REV. 7/2021)

Certificate Of Completion

Envelope Id: 2BC5950F166646EF83A64454F7FD3837

Status: Completed

Subject: Contract No.: CM3575 Vendor Name: Half Associates, Inc. \$300,000.00 Description: RFP NC23-048

Source Envelope:

Document Pages: 179

Signatures: 11

Envelope Originator:

Certificate Pages: 6

Initials: 49

Laurie Goltry

AutoNav: Enabled

lgoltry@nassaucountyfl.com

Enveloped Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Laurie Goltry

Location: DocuSign

2/22/2024 9:59:06 AM

lgoltry@nassaucountyfl.com

Signer Events**Signature****Timestamp**

Elizabeth Backe

ebacke@nassaucountyfl.com

Planning Director

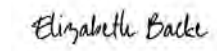
Nassau County

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

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Viewed: 2/22/2024 10:30:12 AM

Signed: 2/22/2024 10:30:24 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Tracy Poore

tpoore@nassaucountyfl.com

OMB Admin

Nassau County BOCC

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

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Signed: 2/22/2024 10:36:10 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

chris lacambra

clacambra@nassaucountyfl.com

OMB Director

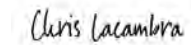
Nassau County BOCC

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Viewed: 2/22/2024 10:54:36 AM

Signed: 2/22/2024 10:55:29 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michelle Proctor

mproctor@nassaucountyfl.com

Risk Manager

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

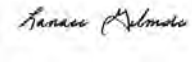


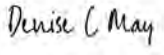


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Viewed: 2/22/2024 10:57:02 AM

Signed: 2/22/2024 11:06:44 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/22/2024 11:06:50 AM Viewed: 2/22/2024 2:19:54 PM Signed: 2/22/2024 2:20:02 PM</p>
<p>Joseph Loretta jLoretta@Half.com Director of Landscape Architecture Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/22/2024 5:41:55 PM ID: d61515c0-fd3d-4ae7-b732-f924a0818d77</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 174.210.6.136 Signed using mobile</p>	<p>Sent: 2/22/2024 2:20:07 PM Viewed: 2/22/2024 5:41:55 PM Signed: 2/22/2024 5:43:25 PM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/22/2024 5:43:32 PM Viewed: 2/26/2024 6:11:31 PM Signed: 2/26/2024 6:14:19 PM</p>
<p>Denise C May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile</p>	<p>Sent: 2/26/2024 6:14:25 PM Viewed: 2/26/2024 6:15:18 PM Signed: 2/26/2024 6:16:02 PM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 2/26/2024 6:16:09 PM Viewed: 2/27/2024 8:43:36 AM Signed: 2/27/2024 8:44:15 AM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 2/27/2024 8:44:21 AM Viewed: 2/27/2024 10:19:51 AM Signed: 2/27/2024 10:20:23 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/27/2024 10:20:29 AM
Clerk Finance boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059	COPIED	Sent: 2/27/2024 10:20:30 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/22/2024 10:22:22 AM
Certified Delivered	Security Checked	2/27/2024 10:19:51 AM
Signing Complete	Security Checked	2/27/2024 10:20:23 AM
Completed	Security Checked	2/27/2024 10:20:30 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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