

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 **EXP U.S. Services, Inc.**, located at 50 North Laura Street, Suite 2500, Jacksonville, Florida 32202, 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 and 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.

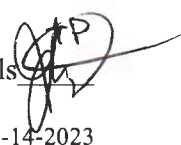
SECTION 6. Term of Contract and Option to Extend or Renew.

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.

SECTION 7. Compensation.

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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 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.

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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.

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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.

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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

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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

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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.

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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

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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.

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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

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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 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.

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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

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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

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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.

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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

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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.

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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: EXP U.S. Services, Inc.
Attn: Kyle Henry, VP Business Development
50 North Laura Street, Suite 2500
Jacksonville, FL 32202


SECTION 36. Attorney’s Fees.

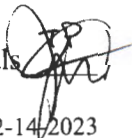
36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney’s fees and costs.

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.

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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.

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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.

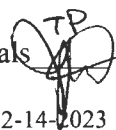
41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

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.

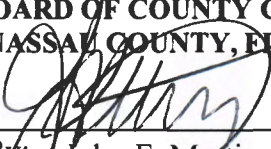
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Initials 

Initials 
Revised 2-14-2023

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 OF
NASSAU COUNTY, FLORIDA**



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

Attest as to authenticity of the
Chair's signature.



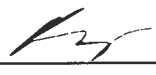
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

EXP U.S. SERVICES, INC.

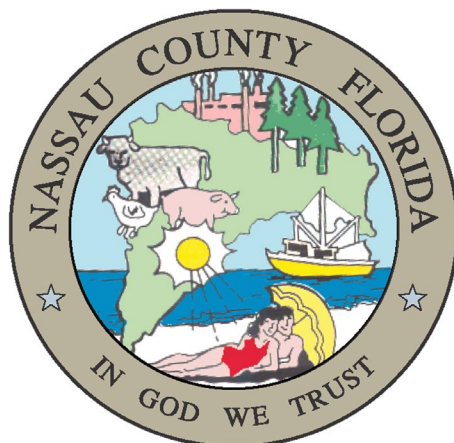


By: Kyle Henry
Its: Vice President
Date: 12/20/2023

Initials 

Initials 

**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 PROCURMENT 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: _____

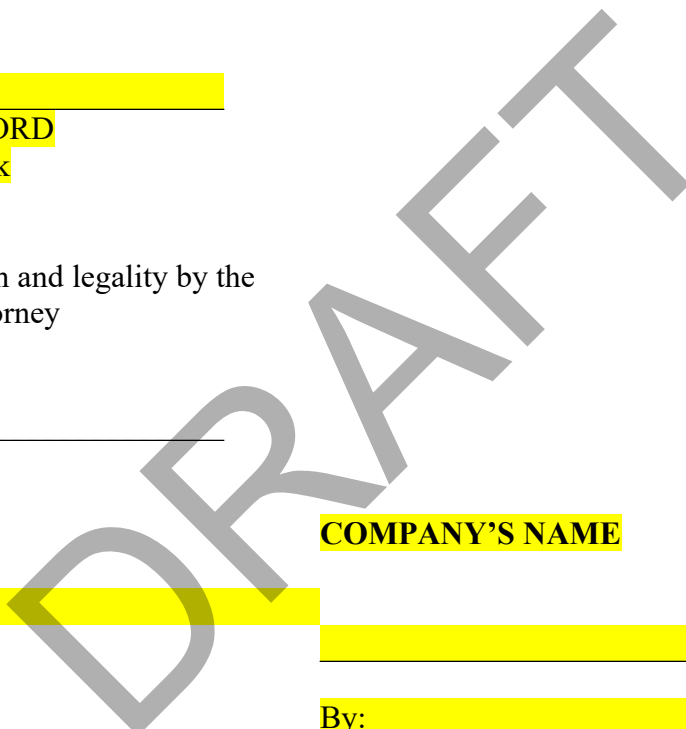


EXHIBIT "A"
PRICE SHEET

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. 1**
Professional On-Call Planning Services
Solicitation Number: NC23-048-RFP

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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.



Professional On-call Planning Services

for Nassau County, Florida

Nassau County Procurement Department RFP No. NC23-048

August 23, 2023



submitted by

EXP U.S. Services Inc.
50 North Laura Street, Suite 2500
Jacksonville, Florida 32202 | USA
t: 904.516.5476 | exp • com

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Cover Letter



August 23, 2023

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

RE: RFP No.NC23-048 | Professional On-call Planning Services

Dear Miss Gilmore and Members of the Evaluation Committee,

EXP is exceptionally qualified and available to provide the general planning services needed for this contract. We have an extensive team of local personnel with relevant experience. Our team has worked directly with other neighboring Florida municipalities on task/work-order-based contracts to help them achieve similar goals. As a fully integrated firm, the EXP Team has the qualifications and available resources necessary to perform all required planning and engineering services for the County.

Our heritage at EXP dates back over one hundred years, and today EXP is a full-service planning, architectural and engineering firm with over 4,000 professionals across North America. This includes nine offices and over 300 professionals right here in the state of Florida. We understand the local community here because we have lived, worked, and played in and around Nassau County for decades.

We believe in a holistic planning approach that evaluates project impacts on the natural, physical, social, and cultural environment. EXP's Planning Team will establish a performance-based management approach to identify parameters and support the progression of projects awarded under this contract from start to finish, all while ensuring consistency and messaging with other previously adopted plans and studies.

We are a local, multidisciplinary firm specializing in all the major functional areas stipulated in the RFP, which will streamline the delivery of our services under one entity. We are an integrated, motivated team who enjoy working together. Our key team members are fully accredited and licensed and each member of the EXP Team for this project has been specifically selected for their abilities, enthusiasm, and expertise they bring.

Our Project Manager (PM) for this contract is Tyler Blair, PTP, PE, PTOE. He has a wide range of experience in managing urban and rural multimodal planning efforts, studies, preliminary design, and full design. He is complemented by Amy Elmore, AICP as Deputy Project Manager, with an extensive background in land use planning, code compliance and development, and public engagement at the County level. Both, Tyler and Amy are experts in project delivery, land use and transportation planning, engineering, and preliminary design projects, as well as full design projects.

Tyler is an expert in project delivery and understands the need to provide services with an integrated approach by connecting planning and design through a comprehensive and thorough approach. This approach includes open lines of communication for clients with around-the-clock accessibility, task management, budget tracking, and schedule monitoring.

During his time at Nassau County, Tyler was intimately involved with all major Planning efforts throughout the County, spearheading public meetings like the Amelia Island Parkway Trail



90+
offices in North
America

300+
professionals
within the state
of Florida

1426+
civic/municipal
experts

200+
award-winning
projects

60+
land development
professionals

Workshop, walking residents through the SR-200 Corridor Master Plan, providing update language to the Comprehensive Plan and LDC, and assisting in development reviews. His direct institutional knowledge of the County's policies and procedures will be of great benefit to this team. Also worth noting is that during this former employment, Tyler worked side-by-side with several County staff and has already established long-term working relationships with several of the County's key planners.

EXP is aligned with the County's vision and is excited for the opportunity to provide efficient and effective planning and review services that will foster strategic and innovative community development, support employment, and contribute to the overall economic growth of Nassau County. If you have any questions or require additional information, please do not hesitate to reach out to the PM and primary point of contact for this contract, Tyler Blair, PTP, PE, PTOE. Tyler can be reached via phone at 904.891.0909 or via email, at tyler.blair@exp.com any time before, or after the contract has been awarded.

We look forward to partnering with you and to assisting Nassau County with managing growth and creating sustainable economic development in a way that maintains and improves the quality of life and unique character of the communities by utilizing its strengths – the people, the abundance of unspoiled natural resources, and its strategic location as the “Eastern Gateway to Florida.”

Sincerely,



Kyle Henry

Vice President, Business Development

kyle.henry@exp.com

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Knowledge and Qualifications

Our Vision

Delivering exponential possibilities for our clients, our employees, and our communities.

Our Values

Integrity

Passion

Accountability

Transparency

Diversity

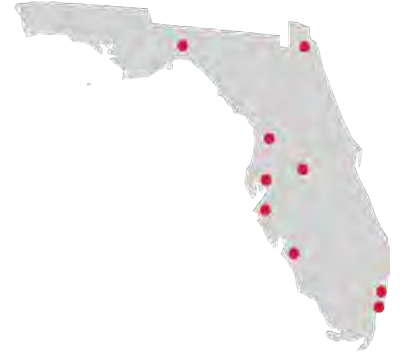
Community and Sustainability

Knowledge & Qualifications

Firm Overview

With a mission to understand, innovate, partner, and deliver, EXP U.S. Services Inc. (EXP) provides planning, engineering, architecture, design, and consulting services to the world's built and natural environments. Our heritage dates to 1906 when the earliest of EXP's predecessor companies started its engineering infrastructure practice. Today, we employ over 4,000 professionals across more than 90 offices in North America. Our firm is consistently recognized for innovative solutions and the exceptional quality of our services, and we are committed to effectively and efficiently meeting our clients' needs. We are excited at the opportunity to work together with your team to provide ongoing municipal planning services to Nassau County (County).

We have nine offices located in the state of Florida with over 300 local professionals available to perform at any desired level for the County. We understand that you will need on-call professional planning support services, and we are eager to assist. Our team has substantial experience with all the services outlined in the Scope of Work and have carefully selected a proposed team of professionals based on their specific expertise and in-depth knowledge of current issues and challenges unique to Nassau County. Our team is experienced, available, capable, and ready to deliver.



Organization and Operational Structure

Our corporate and ownership structure is a privately-owned North American corporation. Our corporate leadership team is comprised of a Board of Directors and an Executive Team, with leaders from across the various regions and groups. Our "flat" leadership structure across the company enables efficient decision making and resource identification. EXP currently employs 4000+ professionals worldwide with our U.S. headquarters located in Chicago, Illinois.

Philosophy

At EXP, we are dedicated to delivering extraordinary experiences. We share a passion for excellence and are committed to delivering innovative, sustainable, and resilient solutions that improve communities, one project at a time. We are unified through our vision and the values that define us and are what make us stand out as a leading firm. We are proud of our core values, and we live and work by them every day.

Federal, State, and Local Knowledge

EXP is a multi-national, multidisciplinary planning, engineering, and design firm with over 20 years of experience in municipal planning. Our local team of AICP- and PTP-Certified Professional Planners are committed to providing general planning services to the County as needed. Our team has the right blend of expertise and experience necessary to assist the County with the development and review of various studies, policies, and plans while ensuring compliance with local/municipal land use and zoning codes and compliance with Florida Statutes Chapter 163.

At EXP, our Planning and Design Teams have been visioning and implementing award-winning projects throughout North America, leading the charge of providing innovative solutions for all types of projects. Our proficiency in contemporary municipal design standards and practices will provide Nassau County with viable and cost-effective solutions to ensure that our plan review services are performed in a thoughtful, forward-thinking manner, geared to line the County up for success for years to come.

Our experts have worked for a number of local agencies, and have a comprehensive understanding of the planning and design requirements established by state and federal governing bodies, such as Broward County, Pasco County, Forward Pinellas, FDOT, SJRWMD, and FDEP. Further, our team is deeply familiar with the Nassau County Land Development Code, Comprehensive Plan, and various Master Plans such as the William Burgess Overlay District Blueprint, and we bring to the table decades of personal experience.

We are knowledgeable of the local government planning challenges and recent growth that the County is experiencing. Our Jacksonville office is only 30 minutes away from the County's Planning office, and we have several local team members that are reachable both in person and virtually, any time, for any reason. With intimate knowledge of the County's Comprehensive Plan, we have the knowledge and longevity to articulate, plan, and review projects with the understanding of what will, and will not, support the residents of Nassau County and its communities.

We are the long-term partner that you can trust – to get the job done right, on time and within budget.

Why EXP?

We're different – in our approach, and in our way of doing business. We are an approachable, forthright team of professionals who dig in and partner with our clients until the job is done. We have our partners' and the projects' best interests at heart. We look for innovative and cost-effective solutions wherever we can, finding the right balance between practicality and innovation.

Years of Experience

130+	60+	1426+	117 Years of	100+ Years of	60+ Years of
Planning/Design professionals	Land Development professionals	Civil/Municipal professionals	Infrastructure experience	Highway/ Roadway experience	Transportation experience

EXP's Competitive Advantage

EXP has historically and continually been committed to exceeding our clients' expectations in providing exceptional services. Our team of experts is one of the largest in North America and is supported by the latest technologies, to help us deliver the most efficient solutions. By offering multiple planning and design disciplines under one roof, EXP can provide clients with a sole responsibility approach to projects. This integrated, sole responsibility team approach provides our clients with a responsive and agile team that will react quickly and effectively to the needs of any project.

We are raising the bar in providing sustainable solutions for complex, challenging projects. We combine the latest and most effective practices and technologies with the experience required to meet and exceed growing environmental standards. We do this by integrating our sustainability services into all our practices.

The EXP Edge	Benefits to the County
A single point of responsibility and full in-house planning team	No gaps in communication or delay in relaying information or counting on 3rd parties to meet deadlines.
Extensive knowledge of Nassau County's processes and standards	Provides greater efficiency and consistency in effective project management and coordination.
Comprehensive quality management program	Ensures project activities will be effective and efficient and that documentation provided by EXP will be of the highest quality.
The proposed team is locally based	With staff only 30 minutes away, this project will benefit from the EXP Team's close proximity to County offices and our ability to facilitate in-person meetings.

Understanding the County's Challenges

The number of Nassau County residents is growing by the day. At EXP, we know that effective municipal planning is of paramount importance for ensuring the well-being and prosperity of our local communities. We understand that coordination between government and non-government agencies is vital to effectively address the complex challenges of urban expansion. Our planners are seasoned experts at developing comprehensive solutions that consider all facets of municipal planning, including future land use, transportation, economic development, conservation, and sustainability.

As urban areas expand, careful consideration must be given to future land use planning, zoning, density, and urban sprawl. Responsible land use planning is vital to striking a balance between accommodating the growing populace and preserving valuable green spaces and agricultural land for future generations.

Transportation planning also emerges as a critical factor. As populations surge, the demand for efficient transportation infrastructure escalates. Well-planned transportation systems can ease congestion, reduce commuting times, and enhance accessibility, fostering greater connectivity within the community.

Economic development becomes intertwined with population growth, as it creates both opportunities and challenges. Strategic planning is essential to attract new businesses and industries while supporting the growth of existing ones, thereby fostering economic diversity and stability within the municipality.

Conservation planning becomes even more crucial as urbanization encroaches upon natural habitats and ecosystems. Preserving biodiversity, green belts, and wildlife corridors ensures a sustainable environment and enhances the overall quality of life for residents.

Sustainability should be at the core of municipal planning efforts. By integrating renewable energy sources, promoting green building practices, and implementing waste reduction initiatives, communities can address the impact of population growth on the environment and strive for long-term ecological balance.

EXP staff are eager to assist the County with all these collaborative planning efforts and more. Together, we can plan and build a resilient, inclusive, and thriving community for Nassau County.

EXP U.S. Services		
Comprehensive Plans	Transportation Planning	Transportation Impact Assessment
Land Development Codes	Master Plans	Artistic Renderings
Rezoning	Public Involvement	ESRI ArcGIS
FLUM Amendments	Flyers	Web Development
Variances	Presentation Support	TPO Coordination
Plans Review	Land Development Engineering	Administrative Support

Understanding of Scope

Site Plan Reviews

With planners and engineers that have been on both the plan production for developers and plan review side for governmental agencies, the EXP Team is extremely well-suited to assess site plan submittals to ensure consistency with all Nassau County requirements as documented by the County's Code of Ordinances, Land Development Code, and the 2030 Comprehensive Plan. This includes review of land use and zoning compliance, impervious area, building height, setbacks, landscape buffers, site access and circulation, parking requirements, architectural standards, and community context.

Many reviews require an understanding of the impacts to transportation facilities. Our team has developed a set of guidelines to assist Nassau County in reviewing Traffic Impact Analyses (TIAs). These guidelines were provided to the Community Services Director in 2022. We are also intimately familiar with the Transportation Impact Analysis Guidelines, as we have provided language recommendations, such as revising level of service standards and setting trip generation thresholds for level of analysis needed, facilitating a more efficient review process. In addition to providing policy update language, our team has extensive experience in conducting and reviewing TIAs for projects ranging in size from 10,000 sq. ft. commercial developments, to master planned communities such as Wildlight. We have the latest version of the ITE Trip Generation Manual, are extensively versed in traffic distribution modeling with NERPM-AB, and have all the latest traffic simulation software, including HCS, Synchro, and VISSIM.



EXP understands the large volume of flood elevation certification and wetland impact assessment projects placed on the Senior Stormwater Engineer and her department. Because of this, we have included two site development engineers who specialize in utility and stormwater assessments to support the Nassau County Development Review Committee and help alleviate their workload so staff can focus on longer-term objectives.

Special Exceptions / Variances

Every site is a little bit different, and one code does not always fit all. EXP's team has worked with special exceptions and variances from every angle – applying for them, reviewing them, and even writing code setting standard requirements for them. Our team of certified planners and professional engineers are able to review these applications on a situational basis and provide timely recommendations to the County.

Comment Packaging

Our deliverables are always provided in a professional manner with carefully selected language to ensure points are clear and concise. Whether addressing them or providing them, every professional on EXP's team has an intimate understanding of the comment delivery and response process associated with each submittal.

Comprehensive Plan Amendments

Comprehensive plans are the guiding principles that set the vision for the future of a community, and amending them is not to be taken lightly. Any amendment of the Comprehensive Plan requires a transmittal to the Department of Commerce (formerly known as the Department of Economic Opportunity) for compliance by the state's reviewing agencies. EXP understands the importance of steering development toward Nassau County's ideal long-term plan. Comprehensive Plan amendments (CPA) allow modifications to the Comprehensive Plan for a single site. Our certified planners, transportation engineers, and land development engineers yield a synergistic review team, able to assess all CPAs in a timely manner, and quickly provide recommendations to the County.

Rezoning

From initial application through public hearing, EXP is excited to offer several experts familiar with rezoning changes and ordinance adoptions. Our Planning Team can thoroughly assess these rezoning applications and provide expert recommendations to the County. We can also support the County's Planning Director and Assistant Planning Director with conducting research for approval or denial of staff recommendations.

Comprehensive Plan Consistency Review

EXP's team members have a working knowledge of comprehensive plans. Required by the 1985 Local Government Comprehensive Planning and Land Development Regulation Act, every agency in the State of Florida is required to have one. Our team is well versed in the elements of the Nassau County 2030 Comprehensive Plan, specifically in the Future Land Use and Transportation Elements. EXP understands that this document provides policies and regulations that define the growth pattern of the County and we understand that all goals, objectives and policies contained within the Plan must be consistent with the Future Land Use Map.

Land Development Regulation Reviews

EXP's team members have studied the forty-three articles detailed in the Land Development Code of Nassau County. Our land development engineers and planners are familiar with the design requirements set forth in the regulations and will ensure consistency with the code as it pertains to all proposed plan approvals. Our Planning Team is set to ensure all submittals meet the requirements of the County.

Team Coordination

It takes more than one set of eyes to review any given submittal. Our land development engineers will assess site layout, utilities, and compliance, and our Planning Team will address all regulatory aspects. Our project manager will compile the Team's comments in a clean, presentable, and cohesive fashion.

Public Outreach

Having worked directly for the public ourselves, EXP understands the importance of including the citizens of Nassau County in the decisions made about their neighborhoods. Our team is prepared to provide full outreach services, including advertisements and signage for hearings and rezonings. Our staff is also well equipped to provide ordinance and staff reports for public consumption, and is readily available to host meetings and open houses to facilitate conversation amongst the residents of the County. Our team has all the capabilities and technology needed to produce thoughtful visuals that tell a story and help funnel key information to all stakeholders.

We have partnered on many local, regional, and state campaigns and led more than 50 safety campaigns, ranging from topics on trail safety, bicycle and pedestrian safety, driver safety, Spring Break safety, holiday travel safety, hurricane preparedness, and regional safety summits. Throughout these campaigns, we have created, developed, and implemented multi-lingual and ADA compliant social media content, videos, websites, newsletters, email notices, blogs, flyers, brochures, news releases, interactive surveys, quizzes, and community outreach events.

Public Hearings

EXP's Team is well versed in the structured process and purpose of public hearings and our local representatives are prepared to facilitate and support Nassau County's public hearings and associated presentations, to prepare notices and agendas, and to provide insight, guidance and expertise for public hearings to County staff prior to and after public hearings are held.



Grant Administration

The EXP Team is able to prepare applications and manage grants to push for continued funding for Nassau County residents and initiatives. Our team includes regulatory grant writing experts that specialize in everything from transportation grants to resiliency. We have been tracking closely with federal funding initiatives such as the Safe Street for All grants and the recently released Reconnecting Communities and Neighborhoods (RCN) grant, which allows funding for any planning or construction projects. Similarly, Resilient Florida grants are currently supplying funding for infrastructure vulnerability assessment studies. Our Planning Team has extensive experience overseeing infrastructure resilience funding throughout Florida.

State and Federal Compliance

EXP's team has an extensive working knowledge of the continually changing regulation modifications at the state and federal levels. We have teamed with regulatory experts who stay in touch with the political climate and understand what is, and is not, permitted by statute and will flag any situation that may be of concern to the County.

Board of County Commissioner Presentations

EXP has the tools and staff available to provide concise, graphically-oriented, storytelling presentations that include a recommended path forward. We will help the Board quickly make decisions with their citizens' interests at the forefront. Our innovative InDesign, BlueBeam and ArcGIS design software suites are able to prepare 3D models, infographics, charts, diagrams, overlays, and interactive maps to help drive presentations. Our local team is available to present on short notice with quick accessibility to the County's Board of Commission Chambers. Similarly, we are able to work with the Planning Director and Assistant Director to prepare for presentations and address anticipated questions before they are asked. Handouts and presentation materials can also be developed and distributed to all Commissioners, stakeholders, and residents in attendance at the meetings.

Zoning & Development Application Review Support

Pre-application Meeting Support

Our team includes three highly-experienced American Institute of Certified Planners (AICP) with decades of combined experience serving as County and Transportation Planning Organization (TPO) Planners as well as a certified Professional Transportation Planner (PTP), two licensed Professional Engineers (PE), a Professional Traffic Operations Engineer (PTOE) and a certified Engineering Intern (EI). Our Team can provide in-person, virtual, and hybrid representation.

We understand the Development Review Committee (DRC) consists of the Planning Department, Development Services, Building Department, Fire Rescue Department, Health Department, and 911 Addressing. We have hand-selected professionals with experience in land use planning, transportation planning, site engineering, and traffic engineering to offer a full spectrum of review services to Nassau County. We understand the importance of zoning requirements, setback distances, landscape buffers, flood zones, flood elevation certificates, access management, and transportation impacts associated with proposed development.



Our Deputy Project Manager, Ms. Amy Elmore, AICP, has led the development review process for more than 35 projects during her tenure as a Planner in the Pasco County Current Planning Department. She understands the nuances to look for in each site plan and is quick to identify solutions and potential challenges a development may incur on the community—devising a win for both the County and the future developer.

100+

Number of projects
managed

5-Tier

Review process

100+

Public input plans
developed



Similarly, Ms. Leny Huaman, AICP, has conducted a multitude of reviews for Broward County, identifying disagreements with the Land Development Code, Comprehensive Plan, and Zoning requirements. She has conducted multiple reviews that required coordination and continuous communication with the applicants, review agencies, and local municipality planning staff. Ms. Huaman knows that cohesive land use planning and development involves a deep understanding of the municipalities' land use codes and zoning regulations. Moreover, Ms. Huaman provided assistance to the applicants and created a workflow during her tenure at Broward County Planning Council that guided each applicant in the process prior to submitting a site plan or a land use plan amendment.

Land use patterns have a high impact on transportation, and vice-versa. Any land use plan amendment, variance, or zoning change could potentially modify activity and transportation patterns. Therefore, a critical element for each development that comes through the application process is an understanding of transportation impacts. Our Project Manager, Tyler Blair, PE, PTP, PTOE, is extensively versed in reviewing Transportation Impact Analyses (TIAs) as the former technical lead for TIA reviews for Nassau County. In his career, he has written or reviewed approximately thirty-five (35) traffic studies and can quickly offer a generic idea of the potential impacts a development may have well ahead of the results of a TIA. He has trip generation, modeling, operational analysis, and level of service (LOS) review tools at his fingertips, with the capability to replicate studies to identify areas where the developers' engineers may have tried to skew volumes in their favor. Having worked for developers himself, Tyler is intimately familiar with all the ways volumes may be disproportionately reduced to show a less than accurate impact.

Submittal Review Process

EXP is well-versed in the zoning compliance requirements of Nassau County. Each zone has its own requirements detailed in the Land Development Code (Ordinance 97-19). The zones Nassau County uses for existing zoning and the Future Land Use Map (FLUM) include:

- Commercial
- Commercial general
- Commercial general - AB
- Commercial highway tourist
- Commercial intensive
- Commercial judicial
- Commercial neighborhood
- Commercial - AB
- Commercial professional office
- Government / public use
- Industrial heavy
- Industrial Park
- Industrial warehouse
- Open rural
- PD - ENCPA
- Planned unit development
- Recreation open space
- Residential general 1
- Residential general 1 - AB
- Residential general 2
- Residential judicial
- Residential mixed
- Residential mobile home
- Residential open space
- Residential single-family 1
- Residential single-family 2
- Residential single-family 2 - AB
- Residential single estate
- Residential town home
- T-1
- T-2.5
- T-3
- T-3.5
- T-4

Code compliance review is incredibly important to conduct to ensure that proposed development remains consistent with the 2030 Comprehensive Plan. EXP's staff is intimately familiar with hot topic areas such as Wildlight and Timber Creek where growth should be carefully considered at each phase to ensure consistency with the long-term vision and goals of the County. It is our goal to help the County achieve its vision and become a recognized leader of successful, innovative planning within the State of Florida.

EXP's review team is intimately familiar with the land development standards supported by the Land Development Code. Amongst several other details, our reviews will include:

1. Pervious area assessment, ensuring not more than 65% of a site is impervious
2. Ensuring appropriate stormwater accommodations and treatment
3. Building height review, ensuring no building exceeds 60 feet
4. Architectural review for consistency with Master Plans and overlays
5. Landscape assessment for suitable plants and irrigation
6. Parking stall quantity and size of at least two (one for every 300 sq. ft. of GFA for commercial)
7. Setback minimums and landscape buffers
8. Site layout, connectivity, and circulation

Master Plan Context

As part of our review process, our team will also consider the project context as it fits within the various Master Plans throughout the County. For example, if a project falls within the William Burgess Overlay District, our team will work to ensure the architectural style is Historic Mercantile, Nassau Vernacular, Vintage Florida Railroad, Mid-Century Florida, or Classical Civic. Similarly, we will review the building type compatibility, transportation features, park/social space elements, and proposed landscaping for consistency.

Presentations

EXP's team has conducted numerous presentations for commissioners, stakeholders, and the general public. Our Public Involvement Team can peel back the technical layers of projects to facilitate a conversation and generate an understanding of proposed projects, impacts, and Master Plans. Similarly, we are able to generate aesthetic visuals that seamlessly tell a story, making the voting process easy for decision-makers.

Our team is intimately familiar with the public in Nassau County. Our Project Manager, Tyler Blair, PTP, PE, PTOE, has hosted public workshops, meetings and charettes for a number of Nassau County projects. He coordinated the Amelia Island Parkway Trail workshop, which included setting times and locations, developing and mailing out public notices, tracking attendance, walking residents through the trail layout, discussing the reasoning behind locations for trail crossings, and documenting comments/feedback provided during the meeting. He also coordinated the Yulee Elementary School Safe Routes to School presentation, and has been intimately involved in a number of other Nassau County public meetings, including: the William Burgess Overlay District Workshop, American Beach Planning Workshop, American Beach Water/Sewer Project Charette, SR-200 Corridor Master Plan Workshop, and numerous Board meetings.

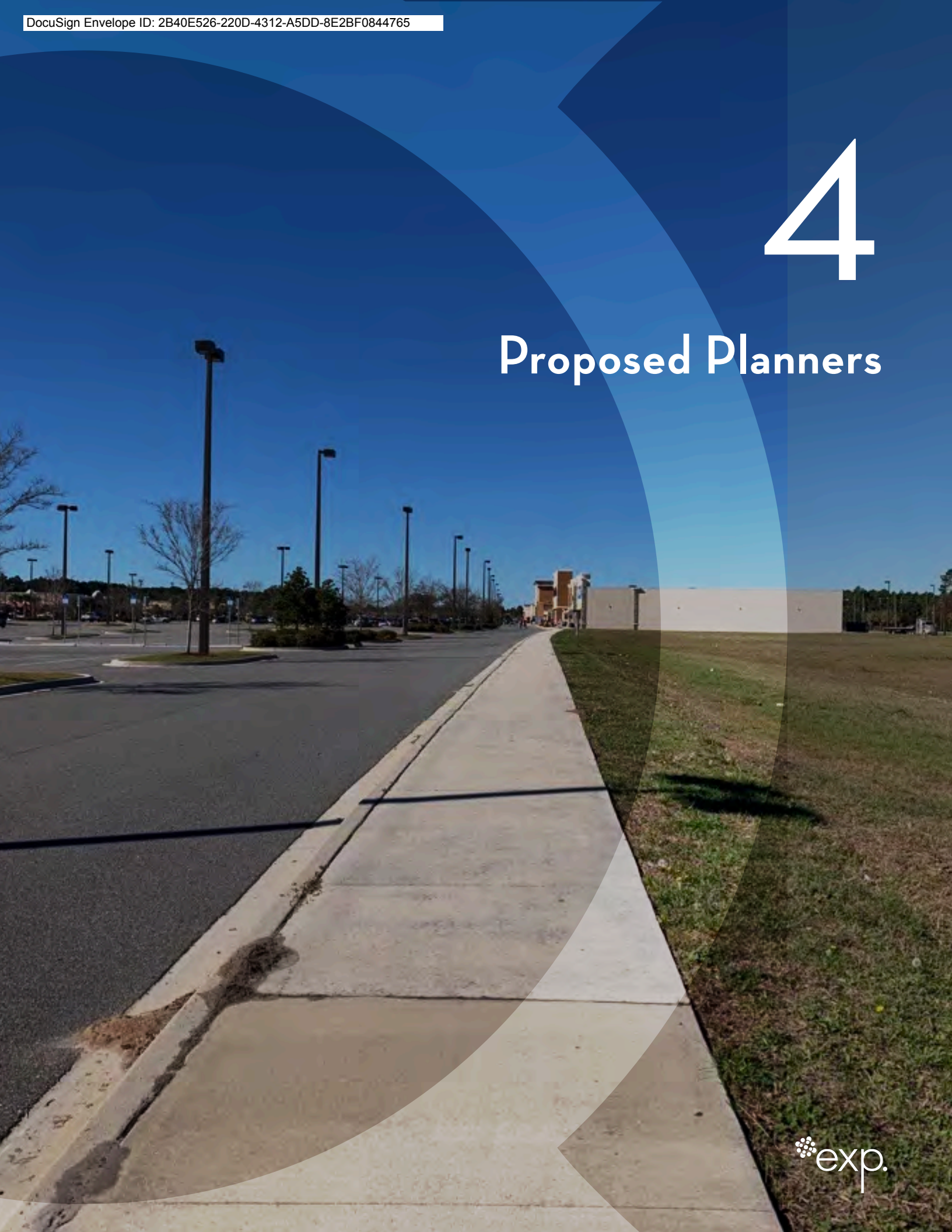
Recommendation of Approval, Conditional Approval, or Denial

EXP's team of AICPs has developed and presented numerous staff reports to Planning and Zoning Boards and Boards of County Commissioners. We consider all aspects of the project and carefully assess its features and impacts to the community prior to making a recommendation of approval, conditional approval, or denial.



4

Proposed Planners



Proposed Planners

EXP has extensive experience with all components of municipal planning including, public involvement, application submittal review, code interpretation and compliance, policy updates, professional analysis, process improvement, civic engagement, conceptual modeling, feasibility studies, conservation and recreational preservation, urban and economic growth management, and sustainable integration. Our planning specialists and subject matter experts will work closely together to ensure that characterization of existing conditions, analyses of potential project-related impacts, and coordination with all interested agencies is performed in accordance with the goals, objectives, and policies of the County's 2030 Comprehensive Plan. The EXP team also brings unparalleled experience in community and stakeholder engagement, the conduct of onsite and virtual public meetings and hearings, comment analysis, and resource and agency coordination.

Our team is structured to provide the County comprehensive expertise either remotely or onsite, depending on the County's needs. Under Project Manager, Tyler Blair, PTP, PE, PTOE, EXP's professionals for this team have been carefully selected to ensure timely delivery and efficient provision of services. In addition, each of our key team members is backed by a talented team of technical support staff.

Key Staff



Project Manager, Tyler Blair, PTP, PE, PTOE, has extensive experience working directly with the Nassau County Planning Department on site plan review, public engagement, policy updates, master plans, and TIA review, and will be leading the EXP Team on this project.

His direct experience and knowledge of the County's [internal] policies and requirements provide the assurance that we truly know what is needed for the County to achieve its goals. Because Mr. Blair is a former County employee, he also has pre-established working relationships with many of the County's current employees, and direct working knowledge of the County's processes and procedures.



Senior Planner and Deputy Project Manager, Amy Elmore, AICP is a highly motivated planning professional with a commitment to personal and professional excellence. She has more than 12 years of experience working with both public and private sectors and encompassing a myriad of disciplines in planning, communications, media relations, public involvement, and project management. Her background includes safety planning, multimodal planning, community planning, change management, interagency collaboration, and community outreach, working directly for Pasco County and Forward Pinellas.



Planning Manager and Government Liaison, Conor Campobasso, AICP has over 7 years of experience as a planner managing multimodal planning and preliminary, long-range efforts, grants, project programming, inter-agency coordination, and public outreach. He has extensive experience in collecting and managing GIS data and using visualization tools for analysis. His experience also includes the development and management of public programs during his time at Broward MPO.



Long-Range Land Use Planner, Leny Huaman, AICP is a planner with solid experience in transportation, land use, long range planning, economic development, and GIS projects. She has 11 years of experience in public and private sectors including multimodal and transportation planning, strategic planning, environmental planning, grant management, redevelopment, and water and natural resources analysis. She is intimately familiar with Comprehensive Plan reviews, analyses, processes, timeframes, and legislation and is available to assist the Nassau County Planning Staff with all requirements and obligations formulated in Florida Statutes Chapter 163.

Ms. Huaman is familiar with the preparation of the transmittal package to the State and has experience using the State's electronic update of the Comprehensive Plan and Amendments.



Trail Planner and Designer, Jesús Fuentes, PE is a detail-oriented civil engineer, who has more than 17 years of experience in project and field management roles throughout the state of Florida. He has been involved in the inspection, administration, and completion of several transportation projects for FDOT D4/D6, Miami-Dade Expressway Authority (MDX), and the Fort Lauderdale Downtown Development Authority surpassing the \$324-million mark; and achieving more than 11 miles of multi-use pathways, 17 miles of conventional bicycle lanes, 6.7 miles of bicycle boulevards, and more.



Land Development Engineer, Ricardo A. Jimenez, PE is a civil engineer with over (8) eight years of experience in engineering design, master planning and construction management. Project experience includes master plans, alternative water supply initiatives, water treatment plants, water distribution systems, water conveyance pipelines, wastewater collection systems, wastewater conveyance pipelines, stormwater management design, site design, transportation, construction management, estimating, quality assurance, bidding and permitting.

Prior to joining EXP, Ricardo reviewed development submittals for the City of Neptune Beach and the City of Plant City.



Land Development Engineer, Patrick Russel, EI has more than eight (8) years of experience in the design and management of land development and municipal engineering projects ranging from drainage conveyance improvement projects to complex land entitlement, design, and permitting projects. He has experience with conceptual, preliminary, and final designs and permitting for master planned communities, mixed-use developments, and small to large scale commercial projects.



Transportation Planner, Alyssa Goldberg is an experienced transportation planner proficient in sustainable transportation planning, including corridor and feasibility studies and program technical assistance review. She is well-versed in municipal policies and processes and has extensive experience in collaborating with stakeholders, partner agencies, and the public.



Public Involvement Specialist, Maggie Bruno is a bilingual highly motivated communications professional with strong verbal communication skills, excellent analytical and planning skills, and the ability to manage multiple projects and tasks successfully to meet and exceed organizational goals. She brings more than 27 years' experience working with both the public and private sectors encompassing a myriad of disciplines in communications, media relations, public involvement, and project management.



Community Outreach Specialist, Michelle Simmons is a public information and communications professional with over 20 years of experience, working in various aspects of communications and media within a multitude of diverse communities in South Florida. Ms. Simmons was the Public Involvement and Governmental Affairs Liaison for Miami-Dade Transit (MDT), where she was responsible for developing, implementing, and monitoring a public engagement program that supported the objectives and milestones for numerous notable transit related projects for both MDT and the Florida Department of Transportation (FDOT).



**LET'S TALK
PLANNING!**

Get involved in the
conversations!

#CommunityConversations



The following table summarizes our team’s experience working for other local agencies and planning organizations on projects with similar of scopes of service:

Team Experience Matrix + Availability	Tyler Blair, PTP, PE, PTOE	Amy Elmore, AICP	Conor Campobasso, AICP	Leny Huaman, AICP	Jesús Fuentes, PE	Ricardo Jimenez, PE	Patrick Russell, EI	Alyssa Goldberg	Maggie Bruno	Michelle Simmons
% Availability for this Contract	90%	90%	50%	65%	60%	40%	80%	80%	60%	75%
Team Experience										
Compliance and consistency reviews for permits, variances, site plans, applications, and amendments	•	•	•	•		•		•		
Public and stakeholder presentations	•	•	•	•				•	•	•
Transportation, school, and utility concurrency analysis	•	•		•		•				
Civic engagement activities	•	•	•	•	•		•	•	•	•
Process analysis and improvement	•	•		•		•		•		
Feasibility analyses	•	•	•	•		•	•			
Conceptual modeling	•					•	•			
Data collection, and existing conditions analysis	•	•		•		•	•	•		
Deficiency identification and strategy development	•	•	•	•				•		
Future condition forecasts	•	•	•					•		

Team Experience (Continued)	Tyler Blair, PTP, PE, PTOE	Amy Elmore, AICP	Conor Campobasso, AICP	Leny Huaman, AICP	Jesús Fuentes, PE	Ricardo Jimenez, PE	Patrick Russell, EI	Alyssa Goldberg	Maggie Bruno	Michelle Simmons
Impact assessment of proposed improvements on neighborhoods	•	•	•	•	•	•	•	•		
Land use and transportation coordination studies	•	•	•	•				•		
Regional long range plan studies	•	•	•					•		
Short- & long-range transportation planning	•	•	•	•				•		
Non-motorized transportation planning	•	•	•	•	•			•		
Pedestrian safety planning	•	•	•	•	•			•		
Transit planning	•		•					•		
Model validation, calibration, and adjustment	•									
Zonal boundary changes	•	•		•						
Socio-economic data development	•	•		•						
Scenario modeling for new developments and proposed land use modifications	•	•		•						
Traffic engineering and operational studies	•									
Safety and security studies	•		•					•		

Team Experience (Continued)	Tyler Blair, PTP, PE, PTOE	Amy Elmore, AICP	Conor Campobasso, AICP	Leny Huaman, AICP	Jesús Fuentes, PE	Ricardo Jimenez, PE	Patrick Russell, EI	Alyssa Goldberg	Maggie Bruno	Michelle Simmons
Development of community newsletters, fact sheets, and advertisements		•							•	•
Public opinion polls and surveys	•	•							•	•
Review of comprehensive plans and amendments for compliance with city, state, and federal requirements	•	•	•	•				•		
Development of reports, graphics, studies, and ordinances that support County's Comprehensive Plan	•	•	•	•	•			•	•	•
System trends and conditions analysis	•	•	•					•		
Strategy identification and evaluation	•	•	•	•				•		
Annual state of the system report development		•	•	•						
Economic market analysis		•	•	•						
Continuity of operations and contingency plans	•							•		
Land use and transportation coordination, including vacant land, population, and development projects	•	•	•	•		•	•	•		
Plan administration, performance monitoring	•	•		•						



Staff Resumes

Tyler Blair, PTP, PE, PTOE - Project Manager

Amy Elmore, AICP - Senior Planner and Deputy Project Manager

Conor Campobasso, AICP - Planning Manager and Government Liaison

Leny Huaman, AICP - Long-Range Land Use Planner

Jesús Fuentes, PE - Trail Planning and Design

Ricardo A. Jimenez, PE - Land Development Engineer

Patrick Russell, EI - Land Development Engineer

Alyssa Goldberg - Transportation Planner – Multimodal

Maggie Bruno - Public Involvement Specialist

Michelle Simmons - Community Outreach Specialist



Tyler Blair, PTP, PE, PTOE

Project Manager

Education + Training

- M. Eng. Civil Engineering, University of Florida, Gainesville, FL
- B.S. Civil Engineering, University of Florida, Gainesville, FL

Professional Registrations

- Professional Transportation Planner Cert No. 685
- Professional Traffic Operations Engineer No. 5299
- Professional Engineer
FL – 88369
TX – 146572
OH – 88331
- Advanced Maintenance of Traffic Cert. No. 69214

Affiliations + Memberships

- Professional Liaison – University of Florida ITE
- American Society of Civil Engineers
- FDOT D2 – Traffic Safety Team
- FDOT – Model Task Force
- FDOT – Multimodal Task Force
- City of Jacksonville – Bicycle Pedestrian Advisory Committee
- Past North Florida TPO Technical Advisory Committee
- Past President – First Coast Institute of Transportation Engineers

Mr. Blair has extensive experience in planning and public engagement, having served as the lead on several projects during his time at Nassau County. He has conducted numerous presentations, and workshops, and has spoken at multiple Board of Commissioner Meetings. As an engineer, Tyler intimately understands projects and can speak intelligently on the details of project needs and steps forward in a way that is easily understood by the general public and stakeholders. Additionally, Tyler is proficient in reviewing transportation impact analyses for new developments.

Project Experience

Nassau County Comprehensive Plan Update, Yulee, Florida

Sec 163.3177(6)(b), Florida Statutes requires the County to maintain a transportation element in its Comprehensive Plan. Tyler assisted in preparation and review of the 2020 update, including level of service standards, the Future Transportation Map Series (FTMS), and general language of the element update.

Nassau County Land Development Code Update, Yulee, Florida

Tyler worked with the County Engineer, Development Services Director, Senior Stormwater Engineer, and Development Review Engineer to review and update the Nassau County Land Development Code, removing ambiguous language and streamlining application and review process for developers and residents.

Amelia Island Parkway Properties Public Design Charette, Fernandina Beach, Florida

Represented Nassau County and stakeholders in public design charette hosted by Amelia Island Parkway Properties for the development of a 50-acre site at Amelia Island Parkway and Bailey Road. The purpose of the charette was to take input and share ideas for developing the large tract of land. The site was zoned for commercial, with developer intent to acquire community buy-in for rezoning to residential land use.

Safe Routes to School – Felmor Road, Yulee, Florida

Tyler engaged the 5 E's, hosted public workshop, conducted parent surveys, prepared conceptual designs, and cost estimations to provide a shared-use path for Yulee Elementary School. Prepared Comprehensive Grant Application for funding of the 1.9-mile project, connecting the existing sidewalk on SR-200 to Pages Dairy Road.

Tyler Blair, PTP, PE, PTOE

Project Manager – *continued*

Nassau County William Burgess Context & Connectivity Blueprint, Yulee, Florida

William Burgess District is a several-thousand-acre area in the southeast quadrant of I-95 & SR-200 in Nassau County. Tyler worked directly with the Planning Department to host public workshops and showcase events to engage community input and facilitate conversation on the vision of the William Burgess District Overlay. The team was able to pull together public comments and produce what is today known as the William Burgess Context and Connectivity Blueprint. This is the guiding document for development requirements and considerations within the area.

American Beach Septic Phaseout Community Engagement, Fernandina Beach, Florida

American Beach is a historic part of Amelia Island which was programmed to undergo a septic tank phaseout and connect to the city sewer system. As part of this project, the roadways were to be reconstructed and the community was interested in revitalizing the area. As part of this revitalization, Tyler collaborated with community to conduct charettes, review vision boards, assess right-of-way constraints and options, and cross-reference design options and restrictions as they relate to the Nassau County Land Development Code and Roadway and Drainage Standards.

Amelia Island Parkway Trail, Fernandina Beach, Florida

AIP Trail is a 3.2-mile shared use path high-profile project on Amelia Island, with federal funding through \$3.1M in LAP Agreements. Tyler planned and hosted public meetings for the project, coordinated with FDOT, Design Engineer, and Residents to track project for schedule and budget, and review plans to ensure consistency and delivery of a quality construction project. Tyler was also responsible for finalizing ITB Package and routing through FDOT and County for Authorizations to Advertise.

East Nassau Community Planning Area (ENCPA), Wildlight, Florida

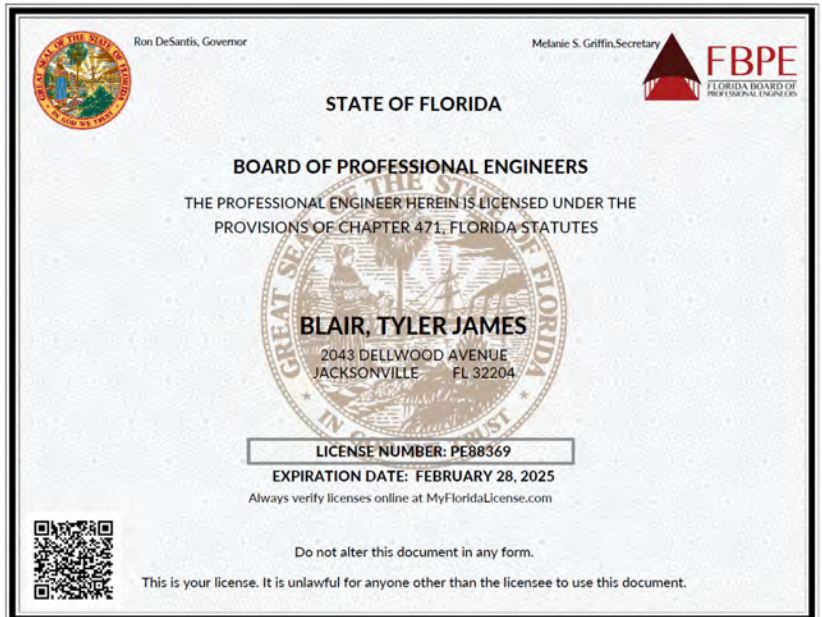
Tyler has been intimately involved in the planning and phasing of the ENCPA since 2018. He understands the development thresholds for the phases associated with each Preliminary Development Plan (PDP), the vision for transit-oriented development (TOD), the various Detailed Specific Area Plans (DSAP) and the importance of transportation, stormwater, school capacity, and overall residential and employment sustainability needs. He also understands how the ENCPA fits within the context of the Master Land Use Plan and Future Land Use Element.

S-Line Safety Audit, City of Jacksonville, Florida

Conducted an educational community bike ride with City of Jacksonville and local stakeholders / nonprofit organizations on the S-Line Rail Trail. This ride served to identify opportunities for connectivity, increasing safety, and reactivating community. The ride included a safety audit component for residents to scan a QR code and upload a photo with description of any observed safety hazard, including a geotag for City officials to easily identify location. Held a presentation after the audit to highlight findings and identify path forward.

Flora Park Boulevard. Traffic Calming Study, Fernandina Beach, Florida

Upon resident request, conducted a traffic study to assess the need for and implementation of traffic calming measures in the Flora Park Community. The traffic study involved data collection, including vehicular speeds and volume. This data was assessed for 85th percentile speed, speed bin, and statistical data to determine speed consistency with the posted speed limit and design of the facility. The analysis resulted in the implementation of speed humps throughout the corridor.





Amy Elmore, AICP

Senior Planner and Deputy Project Manager

Education + Training

- B.S., Information Technology
Middle Georgia State University
- M.S., Digital Forensics
University of Central Florida
- Public Speaking & Media Relations
Training
- Public Involvement Training, FEMA
- LEAN Six Sigma Certification
- Smartsheet Certification

Professional Affiliations

- American Institute of Certified
Planners
- Toastmasters
- Vice President of Communications,
American Planning Association of
Florida
- Member, American Planning
Association of Florida- Equity,
Diversity, and Inclusion Committee
- Member, American Planning
Association of Florida- Editorial
Committee
- Mentor, American Planning
Association of Florida- Mentorship
Program

Experience

- 50+ Safety/Educational Campaigns
- 100+ Public Outreach Campaigns
- 15+ presentations given for local,
state, and national conferences
on topics including equitable
outreach, hybrid outreach, building
relationships, negotiating through
public discourse, social media, public
engagement, & ADA compliance
- Mobility Studies
- Target Zero Plans/Campaigns

Mrs. Elmore is a highly motivated planning professional with a commitment to personal and professional excellence. She excels in a challenging and fast-paced environment with a high level of detail, strong verbal communication skills, excellent analytical and planning skills, and the ability to manage multiple projects and tasks successfully to meet and exceed organizational goals. She brings more than 12 years' experience working with both the public and private sectors encompassing a myriad of disciplines in planning, communications, media relations, public involvement, and project management. Her background includes developing and managing equity-focused, innovative planning and communications strategies, as well as forming intergovernmental and community partnerships, public information/communication programs, safety planning, multimodal planning, community planning, change management, consensus building, interagency collaboration, community outreach, special event planning, high profile campaigns, and crisis management. She has managed many planning projects especially related to public engagement programs in compliance with Title VI and ADA regulations for local planning departments, regional agencies, regional non-profits, and local Metropolitan Planning Organizations and Planning Councils.

Project Experience

Hillsborough County Comprehensive Plan Update, Project Manager

EXP has been providing facilitation to ensure meaningful public engagement for the Future Land Use Section update of the unincorporated Hillsborough County Comprehensive Plan. This project will include public engagement, stakeholder engagement, elected and appointed official liaison, and overall policy recommendations. (2022-present)

Plan Hillsborough General Planning Services, Project Manager

EXP has been providing General Planning Services to Plan Hillsborough, including the following activities: public outreach, strategic planning, community planning, facilitation, master planning, planning, and zoning reviews, preparation of applications for planning grants, videos, graphics, presentations for public meetings, development and implementation of hybrid public workshops, and preparation of any technical documents to support the staff as requested. (2022-present)

Target Zero, Safe Streets Action Plan

For the Target Zero, Safe Streets Action Plan, Elmore worked with dozens of local partner agencies in a cohesive communications strategy, including a virtual summit, art contest, quizzes, videos, news releases, local media, blogs, newsletters, Email blasts, flyers, signage, and many community events. (2020-2022)

Amy Elmore, AICP

Senior Planner and Deputy Project Manager – *continued*

Experience (continued)

- Geofencing Studies
- Summit Planning
- Rebranding & Website Design
- Dashboards/Performance Measures
- Zoning & Land Use Analyses
- Zoning & Land Use Amendments
- Site Reviews
- Comprehensive Plan Updates

Proficient Skills

- Community Planning & Placemaking
- Project Management
- Public Outreach
- Vision Zero
- Multimodal
- Technical & Blog Writing
- Stakeholder Relations
- Title VI & ADA Compliance
- Graphic/Web/Video Design
- Change Management
- Crisis Management
- Consensus Building
- Interagency Relations
- Media Relations
- High Profile Campaigns
- Social Media Management

SunRunner Rising Development

The SunRunner Rising Development Study examined ways to improve economic development and ridership, foster multimodal connectivity and accessibility, improve transit access for pedestrians and bicyclists, engage the private sector, identify infrastructure needs, and enable mixed-use development near transit stations. During the project, Elmore created social media campaigns, news releases, blogs, and hosted virtual public workshops. (2020-2022)

“Slow Your Roll” Geofencing Speed Study

This educational, outreach study uses targeted location-based Facebook and Instagram ads delivered to mobile devices of people traveling on or near a specific, high-crash corridor to change longer-term travel behavior related to speed management. Elmore was responsible for creating the communications strategy, and assisting with graphics, news releases, websites, traditional media, and other organic engagement. (2022)

Target Employment and Industrial Lands Study

This study engages key stakeholders, as well as local, regional, and national agencies to create a holistic set of policies aimed at having a balance of living wage jobs, attainable housing, and good transportation options. Elmore coordinated meetings, planned community events, and created news releases, surveys, email blasts, websites, and social media content to help achieve this goal. (2022)

Resilience and Energy Assessment of Communities and Housing (REACH) Summit

Forward Pinellas, the Florida Housing Coalition, and the Urban Land Institute Tampa Bay partnered with the Tampa Bay Regional Planning Council to host the first Resilience and Energy Assessment of Communities and Housing (REACH) Summit. Elmore developed deliverables including graphics, news releases, and social media campaigns. (2022)

Equity Action Plan

Throughout the Equity Assessment and Action Plan, Elmore spearheaded the community outreach, hosted in person and hybrid events, and developed and implemented the Public Input Plan including social media campaigns, news releases, traditional media, newsletters, Email blasts, blogs, flyers, brochures, signage, presentations, videos, quizzes, and other outreach as needed. (2020-2022)




This certificate hereby qualifies

Amy Elmore

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 33413


Joel Albizo, FASAE, CPA
Chief Executive Director


Mitchell J. Silver, FAICP
President



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Conor Campobasso, AICP

Planning Manager and Government Liaison

Education + Training

- Master of Urban Regional Planning Florida Atlantic University (FAU) – 2017
- BS, Urban and Regional Planning/ Minor in GIS, Florida Atlantic University, 2015
- ESRI Technical Certification – 2015
- Adobe Certified Associate (ACA) – 2011
- Microsoft Office Specialist (MOS) – 2011

Professional Registrations

- American Institute of Certified Planners – FL, 2022

Certifications

- ESRI Technical Certification – 2015
- Adobe Certified Associate (ACA) – 2011
- Microsoft Office Specialist (MOS) – 2011

Affiliations + Memberships

- American Planning Association, Member of Florida

Conor has over 7 years of experience as a Planner managing multimodal planning and preliminary, long-range efforts, grants, project programming, inter-agency coordination, and Public Outreach. He has extensive experience in collecting and managing GIS data and using visualization tools for analysis. His experience also includes the development and management of public programs, he served as the LRTP Coordinator and Transit Coordinator for a metropolitan planning agency, and the Complete Streets and other Localized Initiatives Program (CSLIP) Manager as a Transportation Planner for Broward County Metropolitan Planning Organization.

Project Experience

Multimodal Development/Project Programming Support, Miami-Dade County Transportation and Public Works, Miami-Dade County, Florida

In-House Consultant. Conor has been assisting Miami-Dade County with developing and producing a list of cost feasible projects to be integrated into the Miami-Dade TPO's Transportation Improvement Program (TIP). This has included the collection of financial information of all required County projects, collection of forecasted funding through the roadway impact fees (RIF), programming of funding to projects, and the development of the County's list of program priorities (LOPP).

Modal Development/Grant Support, FDOT District 6, Miami-Dade County, Florida

In-house Consultant. Conor has been assisting in FDOT District 6 as in-house support for the Freight Coordinator and Grants Coordinator positions. For Freight Coordinator support, Conor helps review deliverables, coordinates with partner agencies, conducts analysis of proposed freight projects and aids in the management of freight projects. For Grants Coordinator support, he assists with researching new grant opportunities, identifying projects qualified for new grant opportunities, coordinating with partner agencies on potential opportunities, and assisting with the development of applications.

Regional & LRTP Coordinator, Palm Beach Transportation Planning Agency, Palm Beach County, Florida

As a Lead Planner, Conor led the long-range efforts both within the TPA planning area as well as regionally. This included leading the scoping and management of the TPA's 2050 Long Range Transportation Plan (LRTP) and the scoping effort for the for the 2050 Regional Transportation Plan (RTP) for Miami-Dade, Broward, and Palm Beach counties. He also led the coordination of regionally significant roadway projects in Palm Beach including State and County projects. Typical tasks included regional and local coordination, GIS, database management, public outreach, and presentations to technical staff, members of the public, and

Conor Campobasso, AICP

Planning Manager and Government Liaison – *continued*

elected officials. The plan sought to identify Pedestrian and bicycle infrastructure gaps, transit needs, alternative fuel networks, implementation strategies for smart infrastructure, resiliency strategies, and more.

Interim Transit Coordinator, Palm Beach Transportation Planning Agency, Palm Beach County, Florida

Conor took on the roles of the Transit Coordinator at the TPA which included leading transit planning initiatives, transit data and performance measures, multimodal corridor studies, transportation disadvantage planning, GIS and visualizations tools and contract management. This also included coordination with private and public transit agencies, such as with municipalities, PalmTran, South Florida Regional Transit Agency (SFRTA), Brightline, FDOT District 4, and the Federal Rail Administration (FRA). Projects worked on include The Okeechobee Transit and Multi- Modal corridor study (approx. 13.5 miles) and US1 Multi-Modal (PTX) project (approx. 42 miles).

State Road Modification (SRM), Palm Beach Transportation Planning Agency, Palm Beach County, Florida

Conor helped create and then led a new program at the TPA which identified new resurfacing projects on state roads and helped implement complete streets and safety projects. These projects would include intersection improvements, multimodal enhancements, transit infrastructure, and traffic calming measures. To stand up the program, Conor developed a schedule, worked with FDOT to identify the funding source, develop an application, created training materials for local governments, and coordinated with local government staff and elected officials on project elements. This program converted over 25 major State resurfacing projects in Palm Beach County into complete streets projects and safety project including: Boynton Beach Blvd (1.3 miles), Atlantic Ave (3.6 miles), US1 (multiple segments), SR-80 (approx. 3.3 miles), SR-7 (.9 miles), and more.

TA/CSLIP Program Manager, Broward Metropolitan Planning Organization, Broward County, Florida

Conor was responsible for the development and management of the Transportation Alternatives program. This program was designed to connect the Broward Urbanized Area through diverse transportation mode-choice options for all users. During his time with the Broward MPO, he was promoted to the Complete Streets and other Localized Initiatives Program (CSLIP) Manager. CSLIP is a funding mechanism used by the MPO to program local projects. As manager, he was tasked with the oversight of the program, application process, vetting of projects, coordination with partner agencies on project elements, and managing projects as they moved through the 5-year Transportation Improvement Program (TIP). His work consisted of data collection, plans review, project recommendation, grants strategies, public outreach, project programming, governmental coordination, graphic design, video production, photography, and an assortment of other tasks. These programs funded and helped manage 61 projects in the six years Conor managed them, including Bayview Dr in Fort Lauderdale (approx. 2.5 miles), Andrews Ave in Oakland Pak (1 mile), the US1 Complete Streets Corridor in Hollywood (1.5 miles), City of Miramar's Complete Streets Master Plan (multiple segments), and City of Weston's Complete Streets network (multiple segments).

Transportation Planning Equity Assessment Tool, Broward Metropolitan Planning Organization, Broward County, Florida

Conor was on the development team for the Equity Assessment Tool created for the Broward MPO to help consistently evaluate transportation plans and programs against Title VI and EJ objectives. He worked with the project team and coordinated with consultants on which datasets to use, how the data should be evaluated, the weight placed on data categories, and checking the final Equity Evaluation dataset for errors.




This certificate hereby qualifies

Conor Campobasso

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 34530


Joel Albizo, FASAE, CPA
Chief Executive Director


Mitchell J. Silver, FAICP
President



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Leny Huaman, AICP

Long-Range Land Use Planner

Education + Training

- Master of Science, Public Administration, University of Central Florida
- BS, Communication for Development, Pontificia Universidad Católica del Perú

Professional Registrations

- American Institute of Certified Planners No. 34023

Certifications

- Graduate Certificate in Urban and Regional Planning, University of Central Florida

Leadership

- American Planning Association – Broward Section at Large Member (2019-Present)
- American Planning Association – Ambassador (2017-2018)
- American Planning Association, Heart of Florida Chapter – Secretary (2017-2019)
- International Society of City and Regional Planners – Young Planning Professional Programme (2017)
- NASPAA Local Chapter of Pi Alpha Alpha with UCF School of Public Administration – Member (2015)
- International School of Urban Science University of Seoul (South Korea, 2014) Worked in collaboration with Seoul Metropolitan Government on comparative public administration case study

Publications

- “APA Ambassador Turns Students into Map Makers in Polk City, Florida,” 2018 APA Blog

Leny is a planner with solid experience in transportation, land use, long range planning, economic development, and GIS projects. Her eleven (11) years of experience in public and private sectors include multimodal and transportation planning, strategic planning, environmental planning, grant management, redevelopment, and water and natural resources analysis. She is a passionate and active advocate for multimodal and equitable transportation.

Project Experience

Broward County, Land Use & Transportation Planning, Broward County, Florida

Worked in the development and implementation of the Broward County Land Use Plan and Broward County Trafficways Plan. Prepared Land Use Plan and Trafficways Plan amendments and recommendations for the Planning Council, reviewed plans and projects for compliance with the Land Use Plan, and collected and analyzed data.

City of Winter Haven Florence Villa Community Redevelopment Agency (CRA), Winter Haven, Florida

Leny led the City’s initiative to update its CRA plan in Florence Villa, a predominately African-American community and home of Polk County Civil Rights icons. The main goal of this CRA plan update was to create and maximize opportunities that raise the economic, educational, housing, cultural and health standards of the residents.

Florida Department of Economic Opportunity (DEO) – Community Planning Grants

Through this DEO Community Planning Grant, Leny worked on three different economic development projects in Polk County: City of Frostproof’s initiative “Frostproof on the Move,” Polk City economic development project “My Polk City,” and the Polk City Parks and Recreation Master Plan. Leny facilitated and led the business coordination meetings as well as the public involvement and engagement of stakeholders. Eight (8) public meetings were conducted resulting in the Frostproof’s Economic Development Initiative, where Leny led and managed the City’s application to become a designated “Main Street” through the Florida Department of State’s Division of Historical Resources.

Finding of Necessity and CRA Plan – Town of Lake Placid, Florida

Performed tax increment finance analysis for the Town of Lake Placid and conducted a Finding of Necessity report and Community Redevelopment Agency (CRA) plan in accordance with Florida Statutes Article 163. Leny was responsible for collecting, preparing, and analyzing geographic information system (GIS) data for land use, analysis of socio-economic conditions, economic, population, and tax assessment studies for redevelopment projects.

Leny Huaman, AICP

Long-Range Land Use Planner – *continued*

Water Supply Planning in Central Florida

Developed eleven ten-year water supply facilities work plans, which included coordinated reviews between the Southwest Florida Water Management District, public facilities staff, and elected officials. Leny oversaw the development of valid methods for estimating land use data, population density, and economic conditions.

FDOT District 6, Site Specific Feasibility Study for the “Wedge”, Miami-Dade County, Florida

Miami-Dade County relies heavily on trucks for the movement of its freight. Major load centers, like the PortMiami, the Miami International Airport (MIA), and the Florida East Coast (FEC) Railway’s intermodal terminal in Hialeah, generate significant truck traffic. As part of Development of Truck Parking Facilities in Miami-Dade County (Phase II), Florida Department of Transportation (FDOT) surplus property and other private properties, as potential locations for the development of truck parking facilities. Leny is assisting FDOT with the development and evaluation of site “X” (also known as the “wedge”) for final recommendation and implementation of a truck parking facility. The evaluation includes qualitative assessment, conceptual layout, cost estimate as well as site review and vetting.

Miami -Dade TPO, SMART STEP Tri-Rail Pedestrian and Bicycle Infrastructure Needs Evaluation and Recommendations, Miami-Dade County, Florida

The Miami-Dade TPO Urban Mobility and Non-Urban Core Task Forces is facilitating interagency coordination, innovation, and accelerated implementation of pedestrian and bicycle improvement projects in Miami-Dade County to increase connectivity and enhance safety. Leny works on the evaluation and documentation of the pedestrian and bicycle infrastructure needs at the Golden Glades, Opa-Locka, Metrorail Transfer, Hialeah Market, and the Miami International Airport Tri-Rail station areas as part of the SMART Street Transportation Enhancements Program (STEP) county-wide bicycle improvement projects in Miami-Dade County to increase connectivity and enhance safety. Leny works on the evaluation and documentation of the pedestrian and bicycle infrastructure needs at the Golden Glades, Opa-Locka, Metrorail Transfer, Hialeah Market, and the Miami International Airport Tri-Rail station areas as part of the SMART Street Transportation Enhancements Program (STEP) countywide.

NW 67 Avenue Freight Intermodal Connector Analysis, Florida

The study for NW 67 Avenue is part of an evaluation of a roadway segment of the National Highway Freight Network. Leny is part of the effort to develop improvements that address existing and future operational, social, economic, and safety needs of this corridor that includes the cargo area of the Miami International Airport as well as the adjacent street network that encompasses parts of NW 36 Street, Perimeter Drive, and NW 25 Street. This intermodal connector analysis will also provide freight travel continuity to this critical regional system and a large industrial and trade area.

FDOT District 6, 36 Street Multimodal Corridor Study, Miami-Dade County, Florida

SR-948/NW-NE 36 Street is an east-west corridor in Miami-Dade County that goes from SR-826/Palmetto Expressway to I-195/SR-112/Julia Tuttle Causeway, and traverses the cities of Miami Springs, Hialeah, and Miami as well as the Village of Virginia Gardens. Leny is assisting FDOT with the development and evaluation of multimodal improvements to address existing and future mobility, operational, social, economic, and safety needs along this corridor.




This certificate hereby qualifies

LENY HUAMAN

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 34023


Joel Albizo, FASAE, CPA
Chief Executive Director


Mitchell J. Silver, FAICP
President



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Jesús Fuentes, PE

Trail Planning and Design

Education + Training

- MS, Construction Management, Florida International University, 2012
- MS, Administration, Saint Michael's College Colchester, 2004
- BS, Civil Engineering, UNEFA, Venezuela, 2002

Professional Registrations

- Professional Engineer No. 75479 – FL, 2013

Certifications

- CTQP -QC Manager
- Advanced Maintenance of Traffic
- Stormwater Inspector
- Hazmat Certification
- CTQP -Earthwork Level I & II
- Final Estimates I & II
- Master Class in Bicycle Urbanism
- Unraveling the Cycling City
- Designing the Cycling City
- Bicycle Infrastructure Design Principles
- Bicycle Facility Design
- Traffic and Mobility Fundamentals
- Bikeconomics
- The 15-minute City - How to Transform Urban Mobility

Mr. Fuentes is a detailed-oriented, active transportation engineer who has held project management and field positions with more than 18 years of experience in the South Florida region. He has been involved in the planning, administration, and completion of several transportation projects as well as in grant funding application efforts for FDOT District 4 and 6, MDX, and the Fort Lauderdale DDA. He is also a mass transit, complete streets, and a “Vision Zero” advocate working to create more accessible, walkable, and bikeable places. Under his management, he has led the implementation of more than 8 mi of buffered on-street bicycle lanes, 11 mi of shared use pathways, 17 mi of conventional on-street bicycle lanes, and 5 mi of other bikeways on low-volume streets as part of the Miami-Dade TPO, Palm Beach TPA and Broward MPO regional mobility plans.

Project Experience

Miami-Dade TPO, SMART STEP Tri-Rail Pedestrian and Bicycle Infrastructure Needs Evaluation and Recommendations, Miami-Dade County, Florida

The Miami-Dade TPO Urban Mobility and Non-Urban Core Task Forces is facilitating interagency coordination, innovation, and accelerated implementation of pedestrian and bicycle improvement projects in Miami-Dade County to increase connectivity and enhance safety. Jesús leads the evaluation and documentation of the pedestrian and bicycle infrastructure needs at the Golden Glades, Opa-Locka, Metrorail Transfer, Hialeah Market, and the Miami International Airport Tri-Rail station areas as part of the SMART Street Transportation Enhancements Program (STEP) countywide.

City of West Palm Beach, West Palm Beach on the RISE - RAISE Grant Application

The USDOT published a Notice of Funding Opportunity (NOFO) in grant funding as part of the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program. Jesús assisted the City of West Palm Beach to seek funding to support critical infrastructure in areas of persistent poverty in West Palm Beach to create a robust multimodal network for the Roosevelt Estates, Twin Lakes, and Carver neighborhoods, providing the predominantly Black and disenfranchised communities with critical connectivity, mobility, and access to schools, community centers, parks, trails, and Downtown West Palm Beach job centers.

Jesús Fuentes, PE

Trail Planning and Design – *continued*

Collier County, Immokalee Complete Streets – Growing Connections to Create Mobility Opportunities

To create mobility opportunities identified in the Collier MPO Comprehensive Pathway Plan and the Immokalee Walkable Community Study, Collier County Board of Commissioners was awarded a TIGER IX (FY2017) to build 20 mi of new sidewalks, a 5-mi bike boulevard network, 1 mi of shared-use path, 5 mi of street lighting (including 106 intersection lighting improvements), 22 bus shelters, a new transit center, landscaping, drainage improvements, as well as intersection and traffic calming treatments. Jesús assisted the design-build team to provide much-needed walking, biking, and transit infrastructure to the distressed, rural, agricultural community; develop reliable, safe, and affordable transportation access; improve infrastructure conditions; address public health and safety; promote regional connectivity; as well as facilitating economic growth.

FDOT District 4, SW Broward Mobility Improvements, Miramar/Hollywood, Florida

Jesús led these Broward MPO improvements under this federally funded contract on behalf of the City of Miramar and the City of Hollywood that consisted of but were not limited to buffered bike lanes/sidewalk construction, bus landing pads for Broward County Transit route 15, as well as signalization improvements along S/N 56th Avenue from Pembroke Road to Stirling Road; sharrows as well as sidewalk construction along SW 62nd Avenue/S 62nd Avenue from County Line Road to Hollywood Boulevard; and placement of sharrows along N 64th Avenue from Pines Boulevard to Sheridan Street.

FDOT District 4, CR-798's Shared Use Path, Boca Raton, Florida

Jesús led this Palm Beach TPA, federally funded project on behalf of the City of Boca Raton that included the construction of a shared use path, minor milling and resurfacing, gravity/end walls, guardrail, curb and gutter, sidewalks, detectable warnings, fencing, as well as signing and pavement markings improvements along almost 7 miles of CR-798 (Palmetto Park Rd) to increase walkability; and to improve mass transit access for PalmTran bus route 92, as well as the existing bicycle infrastructure. 2019/2020 Safe Street Summit People's Choice Award - Nominee.

FDOT District 4, Old Dixie Hwy Complete Street Improvements, Fort Lauderdale, Florida

Jesús led these Broward MPO, federally funded improvements on behalf of the City of Fort Lauderdale that included reduction of travel-lane width and modification of shoulders along Old Dixie Highway to accommodate for bicycle lanes in each direction; while additionally including the construction of raised-table intersections with crosswalks for increased pedestrian safety, a roundabout as a traffic calming feature, as well as pedestrian lighting, more than a mile of new sidewalk, and sustainable/resilient landscaping improvements along the corridor. 2018/2019/2020 Safe Street Summit People's Choice Award – Nominee. 2018 City of Fort Lauderdale Transportation Summit Outstanding or Program Award – Winner. 2018 FTBA Best in Construction for Community Awareness Award - Winner.

In-house Consultant, Miami-Dade TPO, Miami-Dade County, Florida

Jesús is assisting the Miami-Dade TPO with different efforts related to bicycle and pedestrian infrastructure, including but not limited to the 2050 Bicycle and Pedestrian Master Plan, the Safe Routes to School FY2022-23 grant funding applications, as well as other efforts such as the South Miami-Dade Trail Connectors, the US-1 Bicycle and Pedestrian Bridge Feasibility Study, the Downtown Miami Mobility Master Plan, and Enhancing Safe Routes to School Program along the South Dade Trail.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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FUENTES, JESUS ARQUIMEDES

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Ricardo A. Jimenez, PE

Land Development Engineer

Education + Training

- B.S. Civil Engineering - University of Miami

Professional Licenses

- Florida Professional Engineer No. 91144
- New York Professional Engineer No. 107702

Areas of Expertise

- Project Management
- Water Supply Planning, Storage, Production, and Conveyance
- Wastewater Collection and Conveyance
- Stormwater Management
- Site Design
- Permitting
- Budgeting and Estimating

Technical Skills

- AutoCAD Civil 3D/Plant 3D
- ArcGIS Pro
- Infowater Pro
- WaterGEMS/SewerGEMS
- WaterCAD/SewerCAD
- Cascade
- ICPR 4
- Microsoft Office/Project

Civil Engineer with over eight years of experience in engineering design, master planning and construction management. Project experience includes master plans, alternative water supply initiatives, water treatment plants, water distribution systems, water conveyance pipelines, wastewater collection systems, wastewater conveyance pipelines, stormwater management design, site design, transportation, construction management, estimating, quality assurance, bidding and permitting.

Project Experience

Keystone Heights Water Master Plan, Keystone Heights, Florida

Lead the development of a master plan focused on 5-year and 20-year projections to serve as a planning tool for Clay County Utility Authority. Hydraulic modeling was performed to incorporate expected population and water use demands which helped identify improvements to the existing water system. These improvements included consolidating facilities and looping water mains to reduce operational costs while improving water quality and fire flow availability.

City of Neptune Beach Development Review, Neptune Beach, Florida

Provided ongoing development review assistance to the Community Development Director at the City of Neptune Beach. This included reviewing proposed commercial development plans and supporting documentation. Review comments were provided to the applicants and recommendations for permit approvals were forwarded to the city upon completion.

Lake Asbury Master Program Development, Clay County, Florida

Provided hydraulic modeling services to review water, wastewater and reclaimed water calculations and models for proposed developments. Provided hydraulic assessments and simulated connection pressures for the expansion of the existing systems. During the analysis it was identified the utility had insufficient allocation for the future demand projections and alternative CIP projects were assessed for improvements.

Cherry Hill Direct Potable Reuse Pilot Study, Polk County, Florida

Served as the project engineer for the design of a facility dedicated to investigating direct potable reuse as a future water supply option for Polk County. The process proposes blending advanced treated reclaimed/reuse water with traditional groundwater from the aquifer. This advanced treatment is provided by enhanced coagulation and sedimentation, ozone and biofiltration, ultrafiltration, granular activated carbon, ozone, and UV disinfection. This study is located inside an existing potable water treatment plant and site design accounted for future upgrades to a full-scale operation.

Ricardo A. Jimenez, PE

Land Development Engineer – *continued*

Cypress Creek Surface Water Management Plan, Pasco County, Florida

This project consisted in developing a stormwater master plan for the Cypress Creek Water Treatment Plant and obtaining a comprehensive Environmental Resource Permit for the entire facility. The existing stormwater measures were assessed to determine effective surface water management. Hydraulic modeling was performed to incorporate planned projects at the site and identify necessary improvements.

Lake Annie Hydrological Restoration Feasibility Study, Polk County, Florida

This project included a watershed management study to determine the feasibility of diverting water from the Peace Creek Canal into Lake Annie. A system was proposed with a series of gravity-driven structures which provide treatment through wetlands before reaching the lake. This would augment the water levels in Lake Annie while providing improved water quality, habitat restoration, and surficial aquifer recharge.

Wilson Ranch Hydrological Restoration Feasibility Study, Polk County, Florida

This project determined the feasibility of diverting water from the Peace Creek and Saddle Creek Canals for water quality treatment prior to converging into the Peace River. The proposed system included pedestrian trails, habitat creation, recreational areas, and stabilization of existing stream banks.

McIntosh Preserve Trails, Phase I, Plant City, Florida

This is the first phase of a collaboration between the City's Parks and Recreation Department and the Utilities Department. This project seeks to improve a natural preserve with existing recreational and wetland features. This phase focused on the design and construction observation for two miles of pedestrian trails, a wildlife observation tower, and a parking lot on the northwest portion of the site.

McIntosh Preserve Wetlands, Phase II, Plant City, Florida

This project includes the design and construction of a 150-acre wetland and enhancements to an existing 45-acre wetland at McIntosh Preserve. This seeks to increase storage and treatment capacity for improved flood control in the area. The site will be supplemented by reclaimed water from the Plant City Water Reclamation Facility to support the wetlands during dry periods. The project counted with grant funding from the Florida legislature for the design of additional recreational amenities. These amenities included observation towers, boardwalks, and pedestrian trails.

Orange Bowl Field at Harris Park, Homestead, Florida

Lead the design, permitting and construction observation for enhancements to an existing park used by local high school residents. The existing football field was reconstructed with specialized turf along with new access paths, sidewalks, and seating areas.

Highland Drive Roadway Improvements, North Miami Beach, Florida

Provided design support for roadway improvements including re-grading, reconstructing medians, adding bike lanes, signage, and pavement markings. The project was located along a route that provides access for residential neighborhoods to Biscayne Boulevard, the main thoroughfare in the area.

Sunset Islands III & IV Neighborhood Improvements, Miami Beach, Florida

Provided design support for improvements in a residential area. The project scope included adjusting roadway elevations, driveway harmonization, roadway reconstruction and stormwater improvements including a new stormwater pump station.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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JIMENEZ, RICARDO A.

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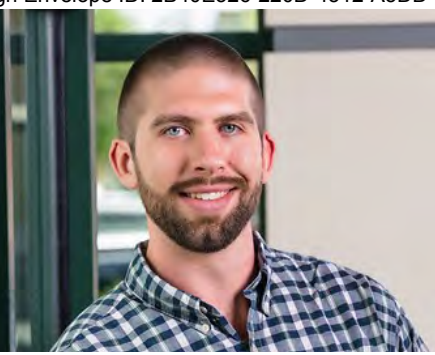
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Patrick Russell, EI

Land Development Engineer

Education + Training

- B.S., Civil Engineering, University of North Florida, Jacksonville, FL

Professional Registrations

- Fundamentals of Engineering F.E. No. 1100022628 - FL
- Real Estate License No. SL3518114 - FL

Professional Affiliations

- American Society of Civil Engineers
- National Association of Realtors
- Flagler County Association of Realtors

Patrick Russell has more than eight (8) years of experience in the design and management of Land Development and Municipal engineering projects from drainage conveyance improvement projects to complex land entitlement, design, and permitting projects. He has experience involving conceptual, preliminary, and final design and permitting for master planned communities, mixed-use developments, small to large commercial/retail projects, hydraulic & hydrologic analysis and modelling, stormwater management, water/wastewater treatment systems, utility extensions and refits, roadway drainage, milling and resurfacing, reconstruction projects, and mass-grading activities. Project Management responsibilities have included client point of contact, sub-consultant management, development of project design, schedules and budgets, community involvement and contract development. Before joining EXP, Patrick held management positions at private consulting firms.

Project Experience

Palm Coast Southern Recreation Center, City of Palm Coast, Florida

Managed the Development of a master stormwater/utility plan, drainage modelling & analysis, creation of a conceptual, preliminary and final design package for the multi-phase Tennis & Pickleball Center improvements. Phase 1 improvements included the addition of twelve (12) pickleball courts, sidewalks, parking (ADA & Standard), stormwater management system, grading, a 6000+ SF Recreation Center, and utilities. Additionally, this project involved the collaboration and coordination between multiple consultants and contractors. The project was permitted through the FDEP, SJRWMD, and the City of Palm Coast. (2021-2023)

Long Creek Nature Preserve (Phase 2-3), City of Palm Coast, Florida

Managed the development of two (2) additional phases of the Long Creek Nature Preserve Park. The project entailed the addition of thousands of linear feet of trails, sidewalks, over-water boardwalks, it also included the addition of docks, gazeboes, open air pavilions, and two (2) education buildings for onsite learning opportunities. The project was permitted with the SJRWMD and the City of Palm Coast. (2021-2022)

Flagler Village, Single-Family Residential Development

Managed the development of a two-hundred and twenty-seven (227) single-family residential unit subdivision within the City of Palm Coast. The project included the rezoning of the 109.50-acre parcel from a mixed-use development to a SFR development, FLUM amendment, the conceptual, preliminary, and final design package, stormwater analysis modelling, and management, utility design, roadway design, grading, erosion, and sediment control. Additional items included within the scope were establishing a conservation easement of approximately forty (40) acres of both wetlands and uplands. This project was permitted with the FDEP, FDEP 404, SJRWMD, and the City of Palm Coast. (2021-2023)

Patrick Russell, EI

Land Development Engineer – *continued*

Southern Pines, Single-Family Residential Development

Managed the development of a one-hundred and seventy-one (171) single-family residential unit subdivision within the City of Brooksville. The project included the conceptual, preliminary, and final design of the 41.11-acre project site. Design scope included stormwater analysis, modelling, and management, utility design, lift-station design, roadway design, grading, erosion and sediment control, demolition, and construction phasing. This project was permitted with the FDEP, SWFWMD, and the City of Brooksville. (2022-2023)

Pine Grove Canal Dredging, City of Palm Coast, Florida

Managed the planning and design of the dredging maintenance activities of 1.2 miles of existing stormwater conveyance canals in the City of Palm Coast. The project included the survey, hydraulic & hydrologic modelling, drainage analysis, preliminary and final dredging and regrading design which addressed ongoing maintenance issues (drainage conveyance and erosion) of this 1.2-mile-long portion of the existing freshwater canal system. Permitting included maintenance exemptions with the FDEP and SJRWMD, as well as site plan approval with the City of Palm Coast. Other items included within the scope were the development of the construction cost and budgeting estimates, grading, and swale redesign. (2022-2023)

K-Section Drainage Conveyance Improvements, City of Palm Coast, Florida

Managed the design, development, and permitting of the drainage conveyance improvements required within the K-Section (Southwest Palm Coast). Improvements included the conceptual, preliminary, and final design and replacement of four (4) culvert crossings. The intent was to replace eight (8) failing culverts at the crossing of four (4) separate roadways and freshwater channels to increase drainage conveyance by implementing box culverts and bridges in lieu of the existing culverts. Additional scope included large scale hydraulic/hydrologic modelling and analysis. This project was permitted by the City of Palm Coast. (2021-2023).

P-1 Weir Replacement, City of Palm Coast, Florida

Managed the development of the P-1 Weir Replacement to address ongoing maintenance issues within the City of Palm Coast freshwater stormwater conveyance canals. Scope of work included the conceptual, preliminary, and final weir design and demolition package. The project included the survey, hydraulic & hydrologic modelling, drainage analysis, grading, sediment and erosion control, structural coordination for weir and downstream headwall, Permitting included maintenance exemptions with the FDEP and SJRWMD, as well as site plan approval with the City of Palm Coast. Other items included within the scope were the development of the construction cost and budgeting estimates, scheduling, bidding assistance, and swale redesign. (2021-2022)

Florida Department of Agriculture, Flying 'A' Campground – Public Water Supply Well

Managed the development of preliminary and final plans, well & treatment system design, permitting. The project included supplying potable water via a well and treatment system to a pre-manufactured bath house for drinking and cleaning use by park visitors. This project was permitted by the Sarasota Health Department and FDEP. (2022)

State of Florida

Board of Professional Engineers

Patrick Joseph Russell

Has satisfactorily demonstrated qualifications in engineering, fundamentals, technical subjects, mathematics and basic sciences, and is hereby recognized as an:

Engineer Intern

No. 1100022628



Audit No. 22820173973

In Testimony whereof, witness the signature of the Chair under the seal of the Board this 6th day of May, 2019.

Kenneth S. Todd, Jr.
Kenneth S. Todd, Jr., Chair





Alyssa Goldberg

Transportation Planner – Multimodal

Education + Training

- BS, Urban and Regional Planning, Florida Atlantic University, 2017
- MS, Sustainable Transportation, University of Washington, 2022

Professional Affiliations

- Member, American Planning Association of Florida - Equity, Diversity, and Inclusion Committee

Experience

- Mobility Studies
- Transportation and Mobility Plan and Fee Studies
- Complete Streets Feasibility Studies
- Vision/Target Zero Initiatives
- Walking/Safety Audits
- Policy Analysis and Adoption
- Context Classification and Design Guidelines
- Target Zero Plans/Campaigns
- Regional Transportation Studies
- Transit-Oriented Development Studies
- Dashboards/Performance Measures
- Site Plan Reviews
- Comprehensive Plan Updates

Alyssa is a Transportation Planner with over 5 years of experience in multimodal and resiliency planning, as well as work order and grant management. Previous experience as the Lead Pedestrian-Bicycle Coordinator for the Palm Beach Transportation Planning Agency (TPA). Proficient in sustainable transportation planning, including corridor studies, transit, Complete Streets feasibility studies and program technical assistance review (ERCs, Section 5310, and PBC Pathways Program). Well-versed in both municipal and MPO policies and processes with a plethora of experience in collaboration with stakeholders, partner agencies, and the public.

Project Experience

Lake Worth Road Multimodal Corridor Improvement Study and Graphics

This complex study was to identify safety improvements to add to the scope of an existing RRR project (FM# 441632-1). The resulting project scope included 7' separated bicycle facilities, a new mid-block crossing, ADA and drainage improvements, however, did not address a big concern: how to access the bus through a separated bicycle lane. As the senior transportation planner on the team, Alyssa proposed bicycle ramps that raised the crossing area through the bicycle lane to be flush with the sidewalk (ADA compliant). This recommendation was included in the updated scope. In addition, she was the project manager for the graphics associated with this project, including the flyover video. This included concept development, review, edits, and final approval.

TPA State Road Modification (SRM) Project Candidate Identification (2020)

The SRM funding program was formalized to allocate a portion of D4's District Dedicated Revenue (DDR) funds for the enhancement of state roadways in Palm Beach County. Prior to the formalization of the application process in 2021, Ms. Goldberg was responsible for evaluating state roadways to identify complete streets and other safety opportunities that could be added to upcoming RRR projects and funded through SRM. (2020)

FDOT District 6, NW 36th Street Multimodal Corridor Study, Miami-Dade County, Florida

SR 948/NW 36th Street is an east-west corridor in Miami-Dade County, Florida. From SR 826/Palmetto Expressway to I-195/SR 112/Julia Tuttle Causeway, SR 948 is 8.626 miles long and traverses the cities of Virginia Gardens, Miami Springs, Hialeah, and Miami. The goal of this scope of services is to document the range and complexity of professional transportation planning and traffic engineering services required for the development and evaluation of multimodal improvements that address existing and future mobility, operational, social, economic, and safety needs along SR 948/NW 36th Street.

Alyssa Goldberg

Transportation Planner – Multimodal – *continued*

Miami-Dade Countywide Transportation Master Plan, Miami-Dade County, Florida

The Miami-Dade County Department of Transportation and Public Works (DTPW) is developing their first ever Countywide Transportation Master Plan. This Transportation Master Plan will establish a clear vision and prioritization of projects for all transportation modes and networks within Miami-Dade County in the next 20 years, while improving collaboration with internal County, municipal, and agency plans to cohesively program improvements for the transportation system. To enhance the planning process, EXP is assisting DTPW with In-House project management and public involvement support, acting as the liaison between DTPW and the Master Planning consultant team. To expedite the plan development process, the EXP team is also assisting DTPW's consultant team with leading the development of the future framework, modal plans, project prioritization and needs planning, and overall plan implementation.

SUN Trail Improvement Plan, Palm Beach County, Florida

The goal of this study was to identify the inconsistencies between FDOT's Shared Use Nonmotorized (SUN) Trail network as identified on their interactive map, compare it to existing conditions in Palm Beach County, and then coordinate updates to the map with Central Office and associated municipalities. The project required Ms. Frank to coordinate meetings with FDOT and municipalities, deliverables, such as field photos as justifications, and final deliverable maps.

Complete Streets Design Guidelines 2.0 (2022), Florida

The objective of this project was to update the agency's existing Complete Streets Design Guidelines (2016) while also including prescriptions for roadway design based on FDOT's context classifications, available right of way, and target speed, as identified in the FDM, and design criteria included in the FL Green Book for county roads. Ms. Goldberg identified the need to update the document and developed new criteria to include. As project manager, she was responsible for developing, reviewing, editing, and approving the final documents for this project.

Transit Shelter Design Guidelines, Palm Beach County, Florida

Intended as a resource for Palm Tran and its municipalities, Alyssa developed this document to present an inventory of existing conditions at transit stops in Palm Beach County, while providing national best practices to reference for future placement and design of transit shelters. The goal of this initiative was to ensure that future transit stops provide easy access, comfort, and safety to all system users. (2019)

Transportation Alternatives Program (TAP) Grant

The purpose of the annual TAP grant imbursement program is to help fund connected infrastructure for non-motorized users. As program manager, Alyssa was responsible for the development of the program overview and objective scoring, as well as coordination with FDOT for meetings, feasibility evaluations, and bringing the submitted applications to the BTPAC for review, reranking, approving before going to the Board. Through this experience, she gained great familiarity with FDOT's GAP system.

**Work performed at previous firm.*



Maggie Bruno

Public Involvement Specialist

Education

- A.A., Business Administration Miami Dade College
- B.S., Communications Miami Dade College
Public Speaking & Media Relations

Training

- Public Involvement Training FDOT and National Transportation Industry
- Toastmasters
How to Read Design Plans
Affiliations + Memberships
- PD&E Training101, FDOT How to Create and Conduct Online Public Meetings
- FDOT Construction Plans Reading Training
- Member, Public Involvement Chair, Team Florida (7 consecutive years)
- Secretary, American Society Highway Engineers (ASHE)
- Member, Women's Transportation Seminar (WTS)
- Past Member, International Bridge, Tunnel and Turnpike Association

Ms. Bruno is a bilingual, highly motivated communications professional with strong verbal communication skills, excellent analytical and planning skills, and the ability to manage multiple projects and tasks successfully to meet and exceed organizational goals. She brings more than 27 years' experience working with both the public and private sectors encompassing a myriad of disciplines in communications, media relations, public involvement, and project management. Her background includes developing and managing public information/communication programs, forming corporate partnerships, consensus building, interagency collaboration, community outreach, special event planning, high profile campaigns and crisis management. She has managed several public engagement programs for infrastructure projects on all phases from Planning, PD&E, Design, Design-Build, Public Private Partnerships (P3) and Construction projects.

Project Experience

FDOT District 1, SR 29 from Agriculture Way to CR 846, Collier County, Florida

Ms. Bruno serves as the Community Outreach Specialist on this contract. Ms. Bruno supports all public engagement activities on this project including the development and dissemination of project information, development of a Community Awareness Plan (CAP), coordination and facilitation of public meetings, workshops, and community events. She is responsible for managing updates to local governments and civic organizations, as well as coordinating with local media, residents, and businesses.

FDOT District 1, US 41 from Ringling Boulevard to Main Street PD&E Study, Sarasota County, Florida

Ms. Bruno served as the Community Outreach Specialist on this contract. Ms. Bruno led all public involvement activities on this project including the development and dissemination of project information, coordination, and facilitation of public meetings including a project hearing. She was responsible for providing updates to local governments and civic organizations, as well as coordinating with local media, residents, and businesses.

FDOT District 1, Harborview Road PD&E Study from Melbourne Street to I-75, Charlotte County, Florida

Ms. Bruno served as the Community Outreach Specialist on this contract. Ms. Bruno led all public involvement activities including the development and dissemination of project information, coordination and facilitation of a public information workshop and hearing. She was responsible for providing updates to local governments and civic organizations, as well as coordinating with local media, residents, and businesses.

Maggie Bruno

Public Involvement Specialist – *continued*

FDOT District 7, SR 50 (Cortez Blvd) and Donlo Way, Brooksville, Florida

Bruno served as a Community Outreach Specialist on this contract and was responsible for planning and facilitation of the Median Modification Virtual Public Hearing (VPH). To allow for maximum participation, the public hearing was held in three formats including virtually via internet, via phone, or via an in-person drive-thru location. The information presented was identical for all three formats. Ms. Bruno's duties included preparing a presentation, script, graphics, and a voice-over. She prepared meeting notifications (public officials' emails, legal ads, press releases, and notices for the FAR and FDOT public notice websites). Additionally, Ms. Bruno collected all comments that became official records and developed digital documentation that included: a brief hearing summary, webinar recording, written comment forms, email communications, and webinar participation reports.



Michelle Simmons

Community Outreach Specialist

Education + Training

- B.A., Spanish, Winthrop College
- M.A., Spanish Language & Culture, Furman University

Michelle Simmons is a public information and communications professional with over 20 years of experience, working in various aspects of communications and media within numerous diverse communities in South Florida. Ms. Simmons was the Public Involvement and Governmental Affairs Liaison for Miami-Dade Transit (MDT), where she was responsible for developing, implementing, and monitoring a public engagement program that supported the objectives and milestones for numerous notable transit related projects for both MDT and the Florida Department of Transportation (FDOT). While at MDT, Ms. Simmons also managed all the public involvement and outreach activities, which included public meetings, information sessions, design charrettes, municipal official briefings, and other special events. As a Senior Public Information Officer in the private sector, Ms. Simmons served as the lead on outreach programs for watermain, wastewater and stormwater projects on behalf of the Miami-Dade County Water and Sewer, the City of Miami Beach, and the Village of Key Biscayne. In this capacity, Ms. Simmons provided grassroots outreach services on projects, mitigating the impacts of sea-level rise and infrastructure projects as federally mandated by the Miami-Dade County Consent Decree.

Project Experience

Miami-Dade Department of Transportation and Public Works, Reconnecting Communities Pilot Discretionary Grant Application, Miami-Dade County, Florida

The USDOT published a Notice of Funding Opportunity (NOFO) in grant funding as part of the Reconnecting Communities Pilot (RCP) program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. Assistance was provided to Miami-Dade County Department of Transportation and Public Works to seek funding for preparing an equitable TOD Master Plan for two SMART Plan - North Transit Corridor stations (Dr. MLK Jr Plaza and Unity). These efforts aim to perform an Economic and Affordable Housing Market Analysis, develop a Water and Wastewater Capacity Analysis Technical Memo, perform an Analysis and preparing a Bicycle and Pedestrian Facilities Plan, as well as develop a Community Partnership and Stakeholder Involvement Plan, an Economic Development Targeted Analysis, and an equitable TOD Report and Master Plan, while preparing Station Area Urban Design Guidelines.

FDOT District 6, 395/SR 836/I 95 Reconstruction-Signature Bridge, Miami-Dade County, Florida

Ms. Simmons served as the Legislative Communications Liaison and Community Outreach Specialist on the I 395/ SR 836/I 95 Reconstruction-Signature Bridge project. She was responsible for communicating construction information to elected officials within Miami-Dade and Broward Counties, various municipalities, and local communities. Outreach efforts included developing project-related briefing materials (bilingual project fact sheet, press releases, construction alerts and e-blasts), planning, organizing, and attending special events to include groundbreaking ceremonies and briefings to ensure that all stakeholders are apprised and informed of any project updates or developments. She crafted talking points and presentations for use at public meetings, hearings and press and media events among other required duties.

Michelle Simmons

Community Outreach Specialist – *continued*

Assistant Community Outreach Specialist, City of Doral, 2022 Master Plan Update, Miami-Dade County, Florida

Ms. Simmons serves as the Community Outreach Specialist for this municipal transportation master plan. Her duties include assisting with the planning and execution of hybrid public meetings, the facilitation of focus groups, and staffing experiential outreach events. Ms. Simmons works with the city staff on grassroots outreach activities such as distribution of flyers to businesses. She develops content for social media posts and the website project page. Ms. Simmons also oversees the collection and recording of feedback from stakeholders.

Public Information Specialist, Charlotte County MPO, SUN Trail Extension, Charlotte County, Florida

Ms. Simmons assisted with the public information initiative for this feasibility study conducted for the extension of a Shared-Use Nonmotorized (SUN) Trail between Myakka River Forest in Gulf Cove along SR/776/S. McCall Rd to the intersection of US 41/Tamiami Trail. She assisted her team in conducting outreach throughout the life of the project as well as the planning and execution of a Public Meeting which served as an avenue to gather feedback from local stakeholders.

Senior Public Information Officer, FDOT District 4, Wave Modern Streetcar-Phase 2, Broward County, Florida

Ms. Simmons served as the lead, supporting all public information activities on this design-build modern streetcar project including the development and dissemination of project information, coordination and facilitation of public meetings and workshops to include vetting and selecting venues, providing updates to local governments and civic organizations, as well as coordinating with local media, residents, and businesses. She worked closely with the project team, project partners and the in-house public information officer on this project.

Public Involvement & Governmental Affairs Manager, Miami-Dade County Transit, Miami-Dade County, Florida

Ms. Simmons developed, implemented, and monitored the public engagement program for projects during all phases to include planning, design, and construction. She worked collaboratively with a diverse group of local civic, faith-based, and community organizations as well as partner agencies to ensure all stakeholder groups (residents, tourists, business owners, and educational institutions) were informed of new projects, route changes for bus and rail services and new products. Ms. Simmons collaborated with marketing and operations teams to develop and roll out an educational campaign which introduced over 300,000 daily riders to MDT's EasyCard. She organized design charrettes for transit-oriented development projects which engaged members of all communities to include African, Hispanic and Haitian Americans and ensured that environmental justice regulations as set forth by the US DOT and the FWHA were adhered to, affording low-income, minority, and limited English proficient communities with equal participation in the transportation planning process. Ms. Simmons managed a program management team for the Department's heavy rail expansion project, through the planning, design, and construction phases. She led the efforts of the required NEPA process from the planning to the execution of public hearings, ensuring the required policy and procedures were followed.

KEY STAFF ORGANIZATIONAL CHART

 Discipline Lead

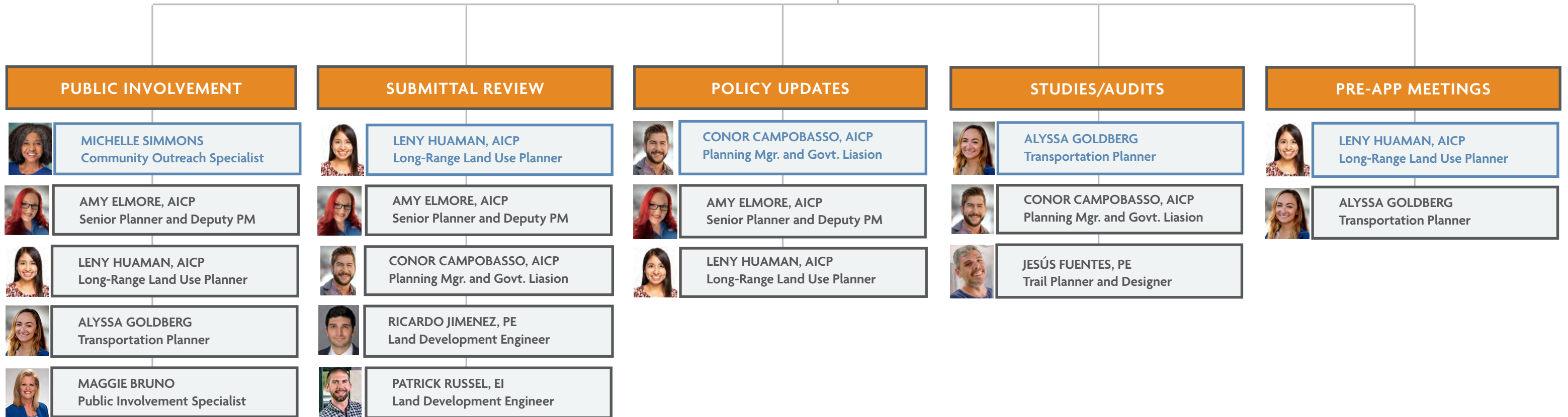
 Key Staff



PROJECT MANAGER
TYLER BLAIR, PTP, PE, PTOE



DEPUTY PROJECT MANAGER
AMY ELMORE, AICP



5

Delivery and Approach



The EXP team has extensive experience with all components of municipal planning including:

- Public involvement
- Application submittal review
- Code interpretation and compliance
- Policy updates
- Professional analysis
- Process improvement
- Civic engagement
- Conceptual modeling
- Feasibility studies
- Conservation and recreational preservation
- Urban and economic planning and growth management
- Transportation planning and analysis
- Sustainable integration and design
- Architectural landscape planning
- Environmental planning
- Zoning and land use studies

Project Delivery

Nassau County is expected to be the seventh fastest growing county in the state of Florida through 2030. Just south of the Florida-Georgia border, Nassau County serves as the entry point to Florida via I-95. Its abundant land, beautiful beaches, historic areas, and year-round cultural events made the attraction of new growth to Nassau County inevitable.

For the County to successfully preserve the current quality of life for its residents and conserve the beauty of its natural environment, its Planning Department must provide a comprehensive and visionary framework that will guide the sustainable development of the County over the next two decades. Therefore, it is critical that each of the County's key departments unite and collaborate to positively shape the County's future. Planning the development of the County's future should be based on the input and ideas of both government and non-government entities, local businesses, and residents of the community. Thorough collection and analysis of data from all departments will be key to understanding the County's current needs, and adequately predicting those of its future.



The EXP team is motivated to engage with the Nassau County community to provide the highest quality and most effective planning strategies and solutions. We are eager to help the County achieve its goals and objectives outlined in the County's 2030 Comprehensive Plan – to develop, update, and implement:

1. A future land use plan that is a useful tool for managing growth
2. A land development code that creates more efficient development patterns
3. A coordinated economic development program
4. A land acquisition/management program for recreation and conservation
5. A parks and recreation master plan
6. A leadership role in the northeast Florida region

With an extensive expertise and true enthusiasm for project coordination, our team excels in tasks ranging from crafting essential documents and policies to establishing connections with fellow professionals in the area. This guarantees the delivery of high quality, on-time, and within-budget work products. Our staff is knowledgeable and ready to provide a seamless transition of the workload between County staff and our EXP Team.

In the next 10-12 years Nassau County is projected to be the seventh fastest growing county in the State of Florida with a projected population expansion of 44.6% resulting in over 138,500 people calling the County home by 2035. Hence, careful and adequate planning has become critical to managing resources and allocating funds that adequately adapt to the changing needs of the County – especially when the inevitable changes of how people choose to live, and commute are accounted for.



To address challenges brought about by this growing population, EXP will assist the County in:

- Using a scenario-based planning approach to explore what shifting trends and new uncertainties mean for the future
- Identifying and exploring drivers of change and impacts on society, the economy, and the environment
- Providing expertise on “future proof” planning, in planning and project delivery
- Using dynamic adaptive policy and planning approaches
- Providing expertise on innovative funding/financing strategies
- Evaluating and analyzing potential enhancements to transportation concurrency management systems and options for replacing systems
- Performing research and providing documentation and education on best/emerging practices
- Advancing efforts to improve intergovernmental coordination between and among local governments and agencies
- Strengthening focus on resiliency

Moreover, EXP can assist the County with many changes at the federal level, which are also important to identify and leverage.

New federal funding programs will shape both the short and long term planning efforts in Nassau County, and to meet the needs of these plans, analyses, and studies, our team includes professionals with experience with various types of data collection, GIS database development, and existing conditions analyses; deficiency identification and strategy development; future conditions forecasts; efficient transportation decision making; and long range plan development — including the development and tracking of performance measures.

General Planning

Public Hearings

A public hearing is a formal meeting or session conducted by a government agency, legislative body, or local authority to gather input, opinions, and feedback from the general public regarding a specific issue, proposal, or policy under consideration. Public hearings are an essential component of the democratic process and provide an opportunity for community members, stakeholders, and interested parties to express their views, concerns, support, or objections on matters of public interest. They provide a platform for democratic participation and collaboration between government entities and the people they serve. The primary purposes of a public hearing include:

- Transparency
- Informed Decision Making
- Accountability
- Community Engagement
- Legal Requirements

Public hearings typically follow a structured process, which may include the following steps:

- Notice
- Agenda
- Presentation
- Public Testimony
- Question and Answer
- Deliberation
- Decision

EXP’s approach to conducting public hearings involves ensuring that the voices of the public are considered when shaping policies, projects, and regulations that impact their lives and communities and that they provide a platform for democratic participation and collaboration between government entities and the people they serve.

EXP’s team of local representatives are prepared to facilitate and support public hearings, associated presentations, prepare notices and agendas, and provide insight and guidance to County staff prior to and after public hearings.

Public Engagement Activities

We have more than 20 years of experience managing public participation efforts and public engagement plans, including facilitating, hosting, and coordinating in-person, virtual, and hybrid meetings and public workshops.

EXP has implemented effective neighborhood outreach techniques and campaigns on previous contracts; so, with confidence, Nassau County can rely on our team to address concerns from the community's residents, businesses, places of worship, and community centers.

Additionally, we also have experience managing visioning/scenario planning projects including several joint studies with FDOT. We have also directed news media and social media campaigns, websites, videos, webinars, virtual town halls, and community events.

Our approach to public outreach includes:

- Developing surveys and performance dashboards for several multimodal, intergovernmental projects
- Managing engagement for transit planning including equity, microtransit, and low/no emission vehicles especially when addressing first- and last-mile connections to transit
- Directing engagement for equity assessments
- Managing engagement for TOD studies especially related to transit, mobility hubs, place making and equity
- Managing engagement for Complete Streets grants
- Facilitating in person, virtual, and hybrid summits, both locally and regionally on topics such as housing affordability, resiliency, and safety
- Directing outreach analytics specifically to ensure inclusivity

Grant Administration

EXP's grant-writing experts take an advanced approach to grant writing and administration. We know what is in the federal pipeline, and generally when it is anticipated to trickle down to municipal level via state grants.

Prior to grants being released, we comb through the County's priority projects to identify key candidates that would best fit each grant type. We take into consideration legislative priorities, matching funds, and resident needs to understand which projects best align with the various grant types, such as SS4A, RCP, and Resilient Florida.

Our grant applications tell a story and justify the need for grant funding for a particular project. We demonstrate how it assists the community and how on a higher level, it helps the state economically.

Land Use Planning

Comprehensive Plan Review and Analysis

Nassau County must maintain comprehensive plans to comply with Chapter 163 of the Florida State Statutes; where at least once every 7 years, each local government must evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements.



In addition to this, local governments are encouraged to evaluate and update comprehensive plans as necessary, to reflect changes in local conditions.

The goal of a comprehensive plan is to provide the principles, guidelines, standards, and strategies for the future economic, social, physical, environmental, and fiscal development of an area and to reflect community commitments. They are to guide future decisions in a consistent manner and outline programs and activities that will be utilized to ensure that the plans are implemented. Comprehensive plans generally provide goals, objectives, and policies, and describe how local programs, activities, and land development regulations will be initiated, modified, or continued to implement the comprehensive plan in a consistent manner.

EXP's approach to updating and maintaining the Comprehensive Plan involves ensuring the document is consistent with other County Planning documents. We initiate a red line process that quickly identifies any inconsistencies for amendment.

Evaluation and analysis of the entire comprehensive plan is key to maintaining consistency with the County's planning documents. The EXP team will assist the County in assuring that their plans comply with local, state, and federal statutes.

The Nassau County Board of County Commissioners (BOCC) recently updated the 2030 Comprehensive Plan Future Land Use element through Ordinance 2023-011 as well as the Transportation Element through Ordinance 2020-37, where our PM, Tyler Blair, had a significant role in providing the best and most accurate data for the update of the Level of Service and the Future Transportation Map Series. Furthermore, during Ms. Huaman's tenure as a land use planner for the Broward County Planning Council, she had to update policies of the Land Use Plan and prepare the transmittal package to the

Florida Commerce Department (formerly known as Florida Department of Economic Opportunity). Ms. Huaman prepared staff reports to the Planning Council, which served as the Local Planning Agency to the BOCC and prepare the transmittal package after the Planning Council's final recommendation, to the BOCC for approval or denial of the recommendation. Finally, Ms. Huaman was in charged of preparing the language of the draft ordinance to the County's Attorney's Office. Ms. Huaman is familiar with the preparation of the transmittal package to the State and has experience using the State's electronic update of the Comprehensive Plan and Amendments. After any update to the Comprehensive Plan by the local government, the update needs to be reviewed by the State's reviewing Agencies. Ms. Huaman, during her tenure as a Planner for the Central Florida Regional Planning Council, updated eleven (11) Water Supply Facilities Work Plans, which included updating the Capital Improvements Element and the Public Facilities Element for eleven (11) cities in Central Florida. Ms. Huaman presented the updates to the City's Council during the transmittal and adoption public hearings. Ms. Huaman is intimately familiar with the comprehensive plan review, analysis, process, timeframes and legislation required and will be able to assist the Nassau County Planning Staff with all the requirements and obligations formulated in Florida Statutes Chapter 163.



Rezoning

EXP's approach to the rezoning process involves assessing the need for the rezoning as well as compliance with any associated Master Plan. We consider the need for a traffic, utility, and school impact analysis under maximum density thresholds, ensuring the infrastructure is in place or funded to be in place to accommodate any potential development should the Rezoning be approved. Once the review is complete, our team packages together a staff report for presentation to the Board of County Commissioners and the Planning and Zoning Board, recommending approval, conditional approval, or denial.

FLUM Amendments

Our approach to amend the Future Land Use Map (FLUM) involves consensus building from the start. We engage the appropriate stakeholders and quickly review any proposed amendments for potential impacts to the County. EXP understands amendments to the Future Land Use Map (FLUM) in Nassau County must provide justification for the need of the proposed amendment. In evaluating proposed amendments, the County will consider each of the criteria listed in this section pursuant to Policy FL.01.04 of the County's Comprehensive Plan. EXP is able to provide support regarding any questions about the review criteria for these applications.

Development Review Committee

EXP's local staff are able to assist on-site or virtually with pre-application meetings from the beginning of a project through the review and final recommendation for approval or denial. We provide extensive expertise from multiple municipal agencies throughout the State of Florida and are intimately familiar with the Nassau County Land Development Code and Planning Department requirements, including the County's Comprehensive Plan goals.

We synergize the experiences we bring with our Clients' standard procedures. This ensures consistency in the methods and anticipated process by applicants and for County staff throughout the review period.

Lot Splits

EXP understands that the Nassau County Land Development Code identifies a parent tract as a lot of record that existed on March 27, 2017, or a parcel of land fronting on a publicly maintained road. According to Nassau County Ordinance, a parent tract may be divided once before being categorized as a subdivision and requiring compliance with subdivision regulations – assuming the tract meets the minimum lot and yard requirements of the respective zoning district. When reviewing applications for lot splits, EXP ensures the lots do not exceed residential density limitations specified in the Comprehensive Plan and meet the minimum lot frontage requirements as defined in section 28.03 of the Land Development Code.

Permitting

EXP understands there are a number of applications required for development in Nassau County, including: new projects, preliminary binding site plans (PBSP), site engineering plans (SEP), plat reviews, and final development plans (FDP). Our team takes a thoughtful approach when reviewing applications for each of these submittal types and understands the information needed to provide a proper and thorough review.

Conditional Use & Variances

Nassau County's Conditional Use & Variances Board (CUVB) conducts public hearings to review and make approval determinations on the applications submitted for conditional uses and variances from the interpretations of the Land Use, Zoning and Development Codes that regulate land use and development standards per Article 3, Section 3.05 of Nassau County's Land Development Code.

The Nassau County CUVB is composed of seven members, including five (5) district representatives and two (2) at large members. EXP's team can assess conditional uses on a parcel-by-parcel basis to determine impacts of proposed uses on the surrounding areas. Similarly, our Team is capable of reviewing variances to provide relief from specific provisions in the County Ordinances to residents and businesses that might be faced with a specific hardship, such as topography.

When conducting reviews for conditional uses and variances, our team considers compliance with the Future Land Use Element, context of the surrounding community, localized Master Plans, and the Land Development Code. We understand each site is different and carries its own unique challenges. EXP brings the international knowledge and innovative solutions to resolve variances and conditional use challenges, effectively addressing the problem at hand without compromising the integrity of the County's guiding principles or resident safety.

Transportation Planning

Resilient Transportation Planning

Nassau County understands the importance of transportation planning and an evidence of this is the recent update of the County's Transportation Element in conjunction with the updated Future Transportation Map Series, where Tyler Blair played a key role in updating the Level of Service standards and providing the most relevant and accurate data.

EXP has a team of transportation planners and engineers that are leading projects throughout the State of Florida. EXP follows the established efficient transportation decision making (ETDM) process to incorporate environmental considerations into transportation planning to inform project delivery. Developing a sustainable and resilient transportation system is influenced by natural events such as hurricanes and sea level rise while considering potential man-made disasters. To address this, our team follows the 4 Rs of resiliency—**robustness, redundancy, resourcefulness, and rapidity.**

Multimodal Transportation

The 2022 Edition of Smart Growth America's Dangerous by Design identifies the state of Florida as the second most

dangerous state for pedestrians in the country. As identified in the County's Capital Improvement Plan (CIP), there are longstanding gaps in the County's transportation network that need to be addressed. Efforts to achieve the County's goal of promoting social equity, environmental sustainability, and economic development must start with effective and safe multimodal transportation planning. Our team will be careful to include stakeholders, such as the Friends of the Amelia Island Trail, early in the planning process of any active transportation planning projects.

EXP takes a context classification-based approach to ensure that projects make sense and are in line with the community's vision, while providing facilities that are safe, comfortable, cohesive, direct, and attractive for all users. Our team includes active transportation planning professionals who are passionate about connected non-motorized networks; and ensuring that when establishing cycling and pedestrian networks, routes:

- Promote the use of the bicycle or walking as a means of transportation, making sure that cyclists and pedestrian can go from point A to point B, from anywhere to everywhere, seamlessly.
- Offer cyclists and pedestrians as direct a route as possible with detours kept to a minimum since cycling and walking are human-powered activities, and fast connections minimize delays as much as possible to make the bicycle or walking competitive transportation modes.
- Guarantee the safety of all road users, striving to avoid differences in speed and mass as much as possible while reducing stress and minimizing the exposure to pollutants and noise, especially for vulnerable users.
- Ensure that cyclists and pedestrians experience minimal stops or nuisance, while creating more pleasant, comfortable cycling and walking experiences, as well as improving the walkability and bikeability of nearby communities.
- Consider additional measures on street design such as lighting or providing street furniture to make them aesthetically pleasing, and less subjective to risks of accidents and personal safety.



To meet the needs of all these plans, analyses, and studies, we have built a team of experienced professionals who have previous experience with pedestrian and bicycle planning.

Our experience in this area includes:

- Pedestrian, bicycle and greenway plans and studies
- Automated bicycle and pedestrian collection studies
- Pedestrian action safety plans
- Multimodal quality and level of service (MMQLOS)
- Pedestrian and bicycle facilities inventory and database management

Travel Demand Modeling

Additionally, pedestrian flow analysis and simulation modeling are critical elements in the planning, design, and operation of a multimodal corridor. Pedestrian modeling is also an integral part of analysis for implementing concepts such as Vision Zero, Complete Streets, first- and last-mile connectivity, and micro mobility. It is extremely crucial when rethinking post-pandemic operations and designs for these facilities, so they better respond and adapt to the new normal. A thorough understanding of the pedestrian demand profile, flow circulation behaviors, operation characteristics of current facilities, and studies under various conceptual schemes will provide support for alternative assessment and design optimization. EXP has developed or reviewed numerous complex simulation models in the U.S. that could be used as reference for Nassau County.



For example, EXP's teammate **Conor Campobasso, AICP** has vast experience in the development of long-range transportation plans (LRTP) and regional transportation plans (RTP).

Additionally, **Alyssa Goldberg**, during her time at the Palm Beach Transportation Authority (TPA) as Lead Planner and Pedestrian-Bicycle Coordinator, was responsible for all pedestrian and bicycle planning; including identifying potential Complete Streets opportunities, developing Pedestrian and Bicycle Master Plans, and coordinating projects that linked with the SUN Trail and the East Coast Greenway.



She also worked with Palm Beach County's Traffic Operations Department to utilize the existing cameras at intersections to capture pedestrian and bicycle counts, and track how projects impacted multimodal activity and transportation mode choice. Finally, she created and maintained a robust pedestrian and bicycle facility database and Walk Audit Program.



Lastly, closing the non-motorized infrastructure experts, EXP has **Jesús Fuentes, PE** who during his time as consultant for FDOT, led the implementation of several complete streets or livable streets, bicycle boulevards, shared use pathways and greenways, walkability improvements, as well as conventional and buffered bicycle lane networks in the Cities of Hallandale Beach, Hollywood, Miramar, Dania Beach, Fort Lauderdale, Pompano Beach, Deerfield Beach, and Boca Raton as well as the Town of Davie as part of the Broward MPO and Palm Beach TPA regional mobility plans. His vast familiarity of non-motorized transportation infrastructure, coupled with his international training in bicycle network design and planning principles provides him with the expertise to perform feasibility and constructability reviews ensuring that safety, comfort, cohesiveness, directness, and attractiveness are considered when planning cycling and pedestrian facilities.

Traffic Planning and Operational Studies

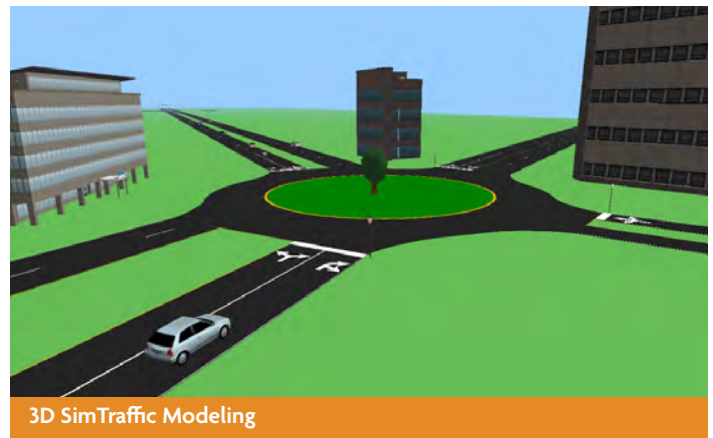
EXP has access to the latest available technology used in traffic engineering analysis. Our team will provide 3D modeling through our SimTraffic modeling technology paired with 3DViewer; and will deliver comprehensive traffic engineering studies through gaining an understanding of existing background and build-year conditions. Our team will assess the operational level of service at each time interval to determine at which point improvements may be recommended; and through collecting count data and historical growth trends, EXP will project conditions and provide both, intersection, and segment analyses for Nassau County.

Additionally, EXP has a thorough understanding of warrants as they pertain to signal installation, left-turn lanes, right-turn

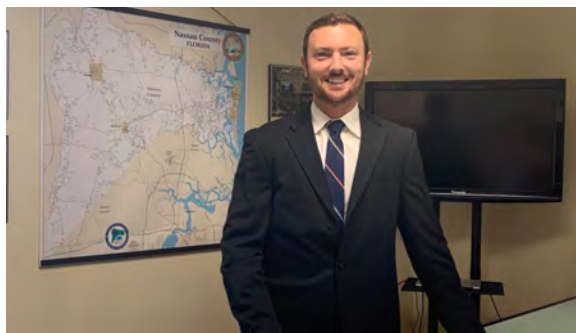
lanes, and lane additions; and we understand that the future is here with regards to incorporating autonomous, connected, electric, and shared (ACES) vehicles. Our state-of-the-art traffic modeling software, VISSIM, has a dynamic assignment feature that simulates driving behavior of an autonomous vehicle; and the software routes vehicles through networks as though a driver is seeking to take the fastest route, while incorporating congestion, lane queuing, and signal timing as delay to the overall travel time.

Safety

EXP also has a sufficient understanding of crash trends in Nassau County and will provide recommendations for repeat problematic areas to enhance the safety of all users. We assess from the vehicular perspective as well as bicycle/pedestrian and ADA perspectives, to ensure that all modes of transportation that are provided are acceptable, and ideally, the safest, designs and roadway features available to date. EXP has provided safety studies for various agencies and is excited to offer our expertise to the County as well.



3D SimTraffic Modeling



EXP's Tyler Blair at work with Nassau County Planning

Our Project Manager for this team includes is Tyler Blair, PTP, PTOE, PE. Tyler has produced and reviewed more than 30 comprehensive traffic engineering studies.

Our team prides itself on bringing innovative ideas to implement safety in out transportation planning projects. Most recently our team conducted a protected "Dutch" intersection study and conceptual design for the City of Port St. Lucie, a safety audit with City of Jacksonville for the S-Line Trail, and a comprehensive intersection safety study for the Town of Miami Lakes.

Resilience Planning

At EXP, sustainability is a part of every aspect of our business. We are focused on creating positive environmental, social and economic impacts for our clients, our communities, and within our organization. Across our practice, we progress forward-thinking ideas and smart solutions that drive value for our clients. We leverage technology to improve sustainable design performance, implement green construction practices and use scientific methods to protect the world's natural habitats.

We are using our expertise to study community resilience and address the economic impacts of regional infrastructure. As a LEED Proven Provider and an Envision qualified company, we have helped obtain sustainable certification for tens of millions of square footage around the world.

Special Project Planning Studies

EXP understands the need for technology-oriented solutions. Our team has ushered in innovative and practical technology solutions to today's most pressing needs and we understand what it takes to provide practical and feasible solutions within limited funding constraints. We also understand the challenges of implementing new systems and bridging the gaps between departments and other agencies.

Our team of economists guides public and private infrastructure owners, planners, regulators, and policy makers through the investment decision-making process from both financial and economic perspectives, at the local, regional, national, and international levels.



We provide insight on how infrastructure investments shape economic outcomes, including the movement of goods, labor markets, economic productivity, and broader regional competitiveness. For sectors characterized by a mix of funding sources such as user fees, debts, and grants, we have developed numerous models that can project the financial and economic rates of return on a wide range of projects. These issues are particularly important in determining how the project may be funded, and we apply these principles in a variety of settings.

Project Management

EXP's approach to project management and projects, regardless of size, is to achieve client goals, meet environmental regulatory requirements, ensure client satisfaction with technical performance, and attain project completion on schedule and under budget. These outcomes are consistently achieved through strong leadership, intentional communication, and developing a cross-discipline team whose experience and capabilities closely align with project requirements. This approach is grounded in considering not only the task at hand, but also the natural life cycle of a project to ensure that proposed actions and team efforts are effective and appropriate.

At EXP, we will work with you from the early feasibility stages all the way through project assessment, planning and approvals, engaging with stakeholders, and providing solutions-based counsel and support to sustainable planning operations. Our exceptional results derive from a few simple key characteristics that run consistently through our firm and encapsulate our identity.

First our proactive approach is designed to anticipate and predict possible issues and resolve them before they arise to eliminate project delays. Second, EXP believes that open lines of communication with all stakeholders is crucial to contract success and everyone on our management team will always be available to contact, even after a project's completion.

Our focus is to foster a strong relationship with the client's project team, develop a logical work plan, manage schedules and budgets, implement quality management procedures, manage and maintain information, and facilitate effective communication with our clients. The benefit of this approach is that we will partner with you to deliver the project on schedule and on budget while staying aligned with your goals and objectives.

Prompt Service Approach

To assist Nassau County in fulfilling its planning and review responsibilities, the EXP team will bring value-added services and specialized expertise to each of the program management work categories and effectively execute initiatives. We are an extension of the Nassau County staff and will successfully perform and deliver all elements required under the program management contract to exceed your expectations. Upon execution of the contract, our team's first priority will be to meet with Nassau County to establish clear expectations and long-term objectives. We will begin each project with a scope, budget, and schedule strategy meeting to discuss all three items relative to one another. After this meeting, EXP will advise whether there is any conflict between scope, budget and schedule, allowing the County to make any necessary decisions at the start of the project.

EXP strongly believes that quality control begins with the direct proactive involvement of the principal in-charge and project manager, and involves all team members who touch the projects. Risk management is applied during all stages of the project to minimize the effects of any schedule or budget creep. The EXP Team understands that quality service is about technical quality, but it is equally about commercial, business, and communications quality. For example, a poorly executed invoicing and collections plan can put the project at risk. The EXP Team manages such commercial and business issues with the same attention to detail as our technical work products. On a monthly basis, qualitative risk management will be performed to assure that the project issues and risks have been identified, assessed and that appropriate treatments (avoid; accept; transfer; or mitigate) are implemented.

Client Satisfaction Approach

In addition to qualitative risk evaluations, we perform quantitative risk assessments (QRA) to provide an improved understanding of the risk profile and derive a more detailed view of certain cost and time risks. The risk information will be included in the monthly project status report to the County. The entire project team will meet weekly to review progress by discipline. This will ensure that information is disseminated in a timely manner amongst all team members and reduce the opportunity for delays in the design process due to information not being relayed in a timely manner.

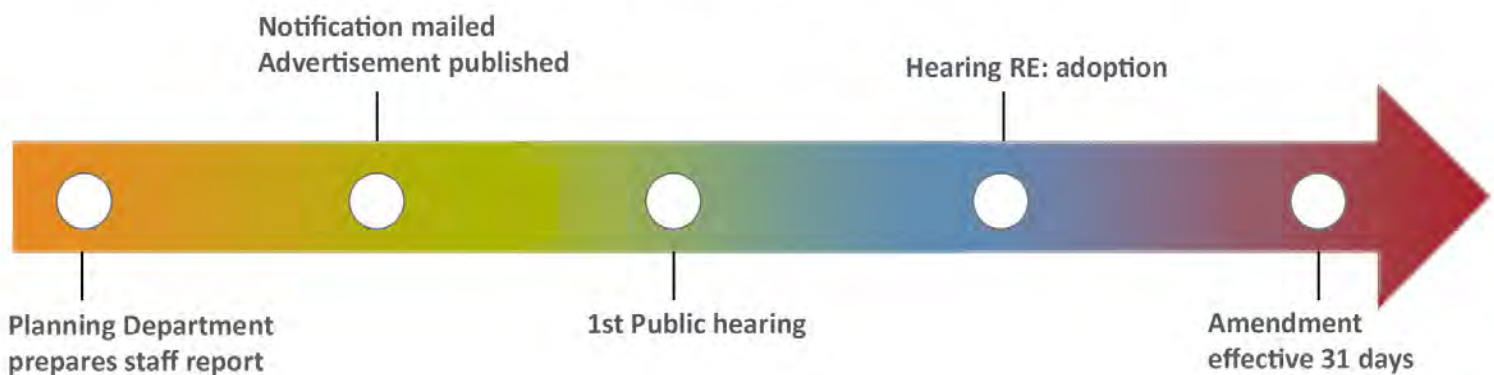
Timely Initiation and Completion of All Work

EXP will prepare a project schedule of work breakdown structure (WBS) and a cost-loaded project schedule for each major assignment, identifying major work items and which will consider phasing and sequencing that will be required due to physical project constraints and operation requirements. This schedule will be updated regularly and submitted to the County at each submittal milestone.

Managing Schedule

We will use Microsoft Project to monitor the project schedule and identify deliverables, submissions, and meetings. We will finalize the project schedule based on the milestone objectives, staging requirements, and operational constraints. As with the project scope, the baseline project schedule will be established and “locked-in” at the initial stages of the project. We will then use this schedule to monitor progress and identify where additional resources may be required to maintain the schedule. In the project schedule we will also indicate where client staff assistance (for documentation, meetings with stakeholders, etc.) may be required, giving the client enough time to plan, as necessary.

Process for Adoption - “small scale” (50 acres or less)



Managing Cost

To ensure that the project is completed within the approved budget and schedule, a life-cycle cost management process will be implemented for all project phases, including planning, estimating, and budgeting of all project-related costs, monitoring and tracking the budgets, implementing methods of cost control and issuance of timely cost reports. Earned value (EV) analysis (and associated planned value, earned value, and actual cost reporting) will be ongoing throughout the project and will be reported in our monthly invoicing. Our project tracking and monthly reporting will utilize a standardized project progress summary reporting approach, which we have implemented on previous projects.

Managing Communications

The EXP team brings unparalleled experience in community and stakeholder engagement, the conduct of onsite and virtual public meetings and hearings, comment analysis, and resource and agency coordination. Early on, we will develop a communications matrix that will identify all project stakeholders, their contact information and expectations for communications and required attendance at meetings.

EXP's Project Manager, Tyler Blair, will be the dedicated point of contact and will oversee all task orders for this project. He will be leveraging a team of planning experts with local, direct experience in northern Florida.

Managing Risk

Risks will be identified and classified based on scope, time, and cost risks as well as political and communication risks. All identified risks will be analyzed on a case-by-case basis to determine the probability of occurrence, impact to the project and risk mitigation options. The results of this analysis will be recorded in the project plan during the initial phases of the project. Major risks will be identified for mitigation based on probability and impact of occurrence as well as impact of mitigation with respect to scope, time, and cost. Steps will be taken by the project team to mitigate these major risks based the options developed during the risk analysis as well as input from the client.

Once risks have been identified and assessed, all techniques to manage the risk fall into one or more of these four major categories:

- Avoidance (eliminate, withdraw from or not become involved)
- Reduction (optimize – mitigate)
- Sharing
- Retention (accept and budget)

Quality Assurance

At the project level, our team will begin the project by preparing a project-specific QA/QC plan. We have proposed specific plans for many municipal projects. Project-specific supplementary quality control plans with quality control checklists will be prepared. The quality control plan will be reviewed during the life of the project and if changes are required, the plan will be amended and re-issued for client review. Our QA/QC plan will clearly define delivery and quality control responsibilities for all key members of the team.

Common elements of our QA/QC process that we will apply are:

- **Initiating Quality:** Quality begins with EXP's understanding of your project goals and objectives, emphasizing communication with the County's Project Manager and a thorough review of project inputs. Assigning experienced and qualified personnel to produce and review the work is an important next step. Our initial planning and scheduling activities, including defining the various project work tasks and associated quality activities, are foundational to a successful project. A project plan and kickoff meeting are critical milestones and will be completed at the onset of the project.
- **Producing Quality:** EXP requires a project plan for all projects that defines key parameters and guides the work of the team. The plan is discussed at the project team kickoff meeting and updated as needed to inform the team of new developments.
- **Confirming Quality:** While it is important to build quality into the work as it is performed, formal checking and review are critical quality management activities.
- **Delivering Quality:** At EXP, all deliverables undergo a final verification check before they are submitted. A lead verifier evaluates the deliverable for completeness and consistency, adherence to quality requirements, and resolution of comments. As a check-and-balance activity, quality reviews will be completed at the end of each phase, allowing EXP to consistently deliver quality and value to our clients.
- **Improving Quality:** A key component of EXP's quality program is continuous improvement. We learn from our experiences and apply those lessons to future work through a formal, iterative process. The true focus of this process is to generate client satisfaction, one of EXP's core values.

EXP believes that value management is directly tied to quality management, and both are essential to excellence in project delivery. Thus, quality assurance and quality control are high priorities at EXP. All aspects of the project are viewed by a team of specialists within the EXP organization prior to finalization, to ensure we maintain the caliber of service that we are noted for.



More specifically, the EXP quality management system consists of numerous procedures and policies. These include, but are not restricted to:

- The use of experienced and qualified staff to carry out and to review work including documentation
- The identification of a specific lead in each principal area of work to provide technical direction, leadership, policies and support for the quality of service delivered
- Independent checks and reviews during the work period, akin to an internal peer review process, for verification of output as well as quality procedures and practices
- The provision of professional services to the current standard of practice as defined in recognized codes, procedures, manuals, and generally accepted practices
- Measurement of client satisfaction by a client evaluation performance program

Examples of Staff Reports

Due to length, examples of staff reports have been included under Tab 9 as Attachments C – G.

6

References



References

The proposed staff has been involved in general planning and public outreach services, as well as the administration and completion of several plan review projects for other local municipalities and agencies throughout northern Florida. Below are some of the team's significant projects from the last 5 years where we performed such services as part of regional transportation and Comprehensive Plans and plan updates.

Relevant Project Experience



City of Hialeah, FL General Planning Services

EXP provided general planning services, including master planning, transportation and traffic planning reviews, development reviews, meeting with applicants, preparation of applications for planning grants, presentations for public meetings, as well as reviews and preparation of any technical documents to support the Planning and Zoning Department duties as requested.

Contact: Deborah Storch

Address: Hialeah, FL

Phone: 305.492.2012

Email: dstorch@hialeahfl.gov

Performance period 2020 – 2022

Total contract value: N/A



Miami-Dade County Transportation Master Plan Support, Miami-Dade County Department of Transportation and Public Works (DTPW)

The Miami-Dade County Department of Transportation and Public Works (DTPW) is developing the first ever Countywide Transportation Master Plan (CTMP). The CTMP will establish a clear vision and prioritization of projects for all transportation modes and networks within the County in the next 20 years. It will also improve collaboration with internal county, municipal, and agency plans to facilitate program improvements for the transportation system.

To enhance the planning process, EXP is assisting DTPW with support for project management and public involvement, acting as the liaison between DTPW and the master planning consultant team. EXP is also leading the development of the future framework, modal plans, project prioritization, and overall plan implementation.

Contact: Lisa Colmenares, AICP

Address: Miami-Dade County, FL

Phone: 786.469.5394

Email: MariaElisa.Colmenares@miamidade.gov

Performance Period: 2022 – present

Total contract value: \$299,729.00



Public Information Services for D5 Construction, Orange County, FL, and Surrounding Areas

The purpose of this contract is to provide development and implementation of the community awareness /public involvement activities for various projects within the district. As part of this, the EXP team is responsible for the contractual services of Public Information Services for District Five construction. Responsibilities include construction public outreach and community outreach; plan and execute special events; prepare news releases, public service announcements, and fact sheets for news media; social media coordination, graphic services, maintaining databases including mailing lists and public inquiries and complaints; customer service, project website creation and maintenance and preparation of all project collateral materials, videos, and presentations.

Contact: Tamii J. Chapman, CPM, FCCM

Address: Orange County, FL

Phone: 386.943.5763

Email: tamii.chapman@dot.state.fl.us

Performance period: 2021

Total contract value: \$504,000.00



Plan Hillsborough, General Planning Services

EXP has been providing General Planning Services to Plan Hillsborough, including the following activities: public outreach, strategic planning, community planning, facilitation, master planning, planning, and zoning reviews, preparation of applications for planning grants, videos, graphics, presentations for public meetings, development and implementation of hybrid public workshops, and preparation of any technical documents to support the staff as requested

Contact: Contact information available upon request

Address: Hillsborough County, FL

Performance period: 2022 – present

Total contract value: \$100,000.00



Public Communication Services for Miscellaneous Construction Projects in Monroe County, FL

The purpose of this contract is to provide development and implementation of the community awareness /public involvement activities for various projects within the district. As part of this, the EXP team is responsible for the contractual services of Public Information Services for District Six construction. Responsibilities include construction public outreach and community outreach; plan and execute special events; prepare news releases, public service announcements, and fact sheets for news media; social media coordination, graphic services, maintaining databases including mailing lists and public inquiries and complaints; customer service, project website creation and maintenance and preparation of all project collateral materials, videos, and presentations.

Contact: Kathy McLendon

Address: Monroe County, FL

Phone: 305.525.4988

Email: kathy.mclendon@dot.state.fl.us

Performance period 2022 – present

Total contract value: \$134,680.00



Reconnecting Communities Pilot Discretionary, Grant Application, Miami-Dade County Department of Transportation and Public Works (DTPW)

The USDOT published a Fiscal Year 2022 Notice of Funding Opportunity (NOFO) in grant funding as part of the Reconnecting Communities Pilot (RCP) program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure.

Assistance was provided to the Miami-Dade County Department of Transportation and Public Works (DTPW) to seek funding for preparing an equitable TOD Master Plan for two SMART (Strategic Miami Area Rapid Transit) Plan - North Transit Corridor stations (Dr. Martin Luther King Jr. Plaza and Unity).

These efforts aim to perform an Economic and Affordable Housing Market Analysis, develop a Water and Wastewater Capacity Analysis Technical Memo, perform an Analysis and preparing a Bicycle and Pedestrian Facilities Plan, as well as develop a Community Partnership and Stakeholder Involvement Plan, an Economic Development Targeted Analysis, and an equitable TOD Report and Master Plan, while preparing Station Area Urban Design Guidelines.

Contact: Lisa Colmenares, AICP

Address: Miami-Dade County, FL

Phone: 786.469.5394

Email: MariaElisa.Colmenares@miamidade.gov

Performance period: 2022

Total contract value: \$150,000.00



City of Doral 2022 Master Plan Update

EXP staff is supporting public information efforts with a goal of achieving a 90% consensus in determining transportation needs and proposed solutions for the City of Doral. Tasks include planning and facilitating hybrid public meetings, the development and execution of experiential community events, preparing news releases, public service announcements, as well as fact sheets for news media, social media coordination, graphic services, maintaining databases including mailing lists and public inquiries, translation/interpreting services, project website creation and maintenance and preparation of all project collateral materials, videos and presentations.

Contact: Joyce Vives

Address: Doral, FL

Phone: 305.908.3712

Email: jvives@gfnet.com

Performance period 2022 – present

Total contract value: \$36,000.00



DTPW Transportation Master Plan/Public Engagement Services

The Miami-Dade County Department of Transportation and Public Works (DTPW) is developing the first ever Countywide Transportation Master Plan. This Transportation Master Plan will establish a clear vision and prioritization of projects for all transportation modes and networks within Miami-Dade County in the next 20 years, while improving collaboration with internal County, municipal, and agency plans to cohesively program improvements for the transportation system. As a part of this effort, EXP is providing public engagement services to engage all populations within Miami-Dade County for feedback on Plan elements and transportation needs.

Contact: Lisa Colmenares, AICP - Chief Planning Officer

Address: Miami-Dade County

Phone: 786.469.5394

Email: MariaElisa.Colmenares@miamidade.gov

Performance Period: 2022 – present

Total contract value: \$499,900.00



NW 154 Street and Miami Lakeway North Intersection Safety Study, Town of Miami Lakes, FL

EXP conducted an intersection safety study at the high-profile location of NW 154 Street (Miami Lakes Drive) and Miami Lakeway North in the Town of Miami Lakes. The study's purpose was to reduce crashes, most importantly fatalities, and serious injuries by evaluating the intersection and providing recommendations for improvement.

The T-intersection lands on a sharp horizontal curve, creating concern about the overall safety of the intersection. The intersection was experiencing roadside departure crashes in a residential neighborhood, generating apprehension for community safety, particularly regarding pedestrians and cyclists within the area. EXP's study included day and night-time site visits to assess visibility, signage, pavement markings, and driver behavior. The analysis also included assessing speeds for over 400 vehicles. Operational analyses to review any kind of turn lane constraints, spillback into the thru lanes, turn lane warrant analyses, and deficiencies in signal timing were performed.

Contact: Carlos Acosta, PE

Address: Miami Lakes, FL

Phone: 305.364.6100

Email: acostac@miamilakes-fl.gov

Performance period: 2020 – present

Total contract value: \$500,000.00



Miami-Dade County Truck Parking Implementation Master Plan, Florida Department of Transportation (FDOT) District 6

Planning Studies for the municipalities/areas of the Town of Medley, City of Opa-Locka, Port of Miami River, City of Doral, and the City of Miami Gardens. Within these 5 studies, there were over two hundred planning level recommendations. The objective of this scope of services is to produce an Implementation Master Plan to advance these planning level recommendations through respective project development processes. The Implementation Master Plan will prioritize potential efforts that can be added to the FDOT's Five-Year Work Program and other state/federal sources (e.g., grants). Technical Memoranda/Reports are produced to summarize the recommended implementation process.

The objective of this scope of services is to provide direction for the future of Miami-Dade County's truck parking transportation system and while advancing the implementation of new truck parking facilities to combat the shortage of 3,255 truck parking spaces. This plan is intended to determine and develop a project bank of feasible parcels that could be developed as truck parking facilities, and proposed an implementation plan (including policies, supplemental actions, and technology advancements) to further the goal.

Contact: Daniel Lameck

Address: Miami-Dade County, FL

Phone: 305.470.5238

Email: Daniel.Lameck@dot.state.fl.us

Performance period: 2019 – present

Total contract value: \$19,000.00



Public Outreach Services, Miami-Dade Transportation Planning Organization (TPO)

EXP leads the public outreach service efforts, and is responsible for document development and review, meeting coordination, and the creation of material for the Miami-Dade TPO Board Members. This service also includes coordination meetings with other agencies regarding the Strategic Miami Area Rapid Transit (SMART) Plan.

Contact: Jeannine Gaslonde, EI, FCCM

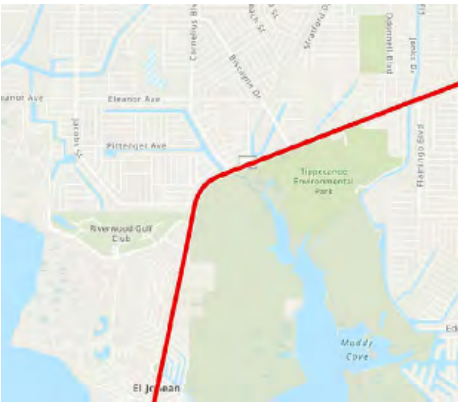
Address: Miami-Dade County, FL

Phone: 305.375.1739

Email: Jeannine.Gaslonde@miamidade.gov

Performance period: 2021 – present

Total contract value: \$150,000.00



SUN Trail Extensions Feasibility Study, Charlotte County Metropolitan Planning Organization

Charlotte County received a SUN Trail grant to conduct a feasibility study along the SR-776 corridor to link into Sarasota County. The feasibility study was conducted for the extension of a Shared-Use Nonmotorized (SUN) Trail between Myakka River Forest in Gulf Cove along SR-776/S McCall Road to the intersection of US 41/ Tamiami Trail.

The study included recommendations for gaining stakeholders engagement for future planning and implementation, while evaluating existing conditions for potential segmentation and economic impact analysis as 35% of the length is located within residential land use and the rest (along SR-776/S McCall Road) fall within commercial and business districts. This path aims to boost the local economy in Charlotte County by attracting more nonmotorized consumers, tourists, and visitors and promote multimodal opportunities.

Contact: Lakshimi N. Gurram

Address: Charlotte County, FL

Phone: 941.883.3535

Email: gurram@ccmpo.com

Performance period: 2020 – 2021

Total contract value: \$11,995.00





Preliminary Design for SR-5/US-1, From 59th Street to SR-850/North Lake Boulevard, Florida Department of Transportation (FDOT) District 4

EXP conducted a feasibility study to ensure the recommendations for this segment of SR-5/US-1 from the US-1 Multimodal Corridor Study conducted by the Palm Beach Transportation Planning Agency (TPA) were feasible within the existing right of way. This was conducted to develop a comprehensive plan to upgrade the existing PalmTran limited-stop service to a corridor-based Bus Rapid Transit (BRT) service, the Palm Tran Express (PTX), with the goal of applying for Small Starts Funding or for implementing improvements with local funding.

The feasibility study also aimed to record public outreach, any variations, permitting, utility coordination, tree impacts, as well as any evaluation of existing infrastructure in line with the Palm Beach TPA's objectives and vision, which ultimately aimed to implement continuous multimodal facilities (Complete Streets) along SR-5/US-1 throughout a 42-mile stretch running north-south across 14 local municipalities in Palm Beach County, while prioritizing the need for connectivity when dealing with limited space within the right of way.

This feasibility study was limited to SR-5/US-1 between 59th Street and Northlake Boulevard, a 3-mile stretch. Recommendations from this feasibility study will be used in the subsequent design phase.

Contact: Damaris Williams

Address: Palm Beach County, FL

Phone: 954.777.4679

Email: damaris.williams@dot.state.fl.us

Performance period: 2020 – 2021

Total contract value: \$2,097,369.00



NW 67 Avenue Freight Intermodal Connector Analysis, Florida Department of Transportation (FDOT) District 6

The study for NW 67 Avenue is part of an evaluation of a roadway segment of the National Highway Freight Network (NHFN) to develop improvements that address existing and future operational, social, economic, and safety needs of this corridor, including the cargo area of the Miami International Airport as well as the adjacent street network that encompasses parts of NW 36 Street, Perimeter Drive, and NW 25 Street. It will also provide freight travel continuity to this critical regional system and a large industrial and trade area.

Contact: Daniel Lameck

Address: Miami-Dade County, FL

Phone: 305.470.5238

Email: Daniel.Lameck@dot.state.fl.us

Performance period: 2021 – present

Total contract value: \$450,000.00



NW 36 Street Multimodal Corridor Study, Florida Department of Transportation (FDOT) District 6

NW 36 Street is an east-west corridor in Miami-Dade County that goes from SR-826/Palmetto Expressway to I-195/SR-112/Julia Tuttle Causeway for about 8.626 miles and traverses the Village of Virginia Gardens as well as the Cities of Miami Springs, Hialeah, and Miami.

This corridor serves the Miami International Airport (MIA) and the Florida East Coast (FEC) Hialeah Railyard; as well as major recreational and community centers such as the Miami Springs Golf and Country Club, Casino Miami, Tropicana Flea Market, Miami Jackson Senior High School, and the Shops at Midtown Miami.

EXP is currently documenting existing conditions required for the development and evaluation of multimodal improvements to address existing and future mobility, operational, social, economic, and safety needs along the corridor.

Contact: Daniel Lameck

Address: Miami-Dade County, FL

Phone: 305.470.5238

Email: Daniel.Lameck@dot.state.fl.us

Performance period: 2023

Total contract value: \$1,728,634.00



SMART STEP Tri-Rail Pedestrian/Bicycle Infrastructure, Needs Evaluation and Recommendations Study, Miami-Dade Transportation Planning Organization (TPO)

The Miami-Dade TPO Urban Mobility and Non-Urban Core Task Forces is facilitating interagency coordination, innovation, and accelerated implementation of pedestrian and bicycle improvement projects in Miami-Dade County to increase connectivity and enhance safety.

EXP is assisting the Miami-Dade TPO with this effort that includes an evaluation and documentation of the pedestrian and bicycle infrastructure needs at the Golden Glades, Opa-Locka, Metrorail Transfer, Hialeah Market, and the Miami International Airport Tri-Rail station areas as part of the Strategic Miami Area Rapid Transit (SMART) Street Transportation Enhancements Program (STEP) countywide.

Contact: Jeannine Gaslonde, EI, FCCM

Address: Miami-Dade County, FL

Phone: 305.375.1739

Email: Jeannine.Gaslonde@miamidade.gov

Performance period: 2023 – present

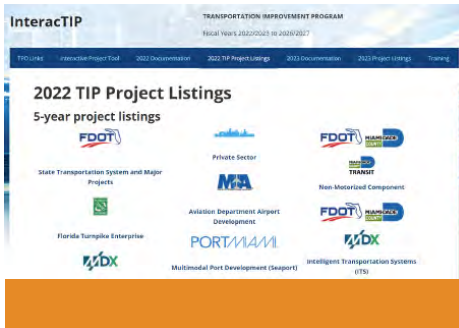
Total contract value: \$62,160.00



SMART Plan Transit Planning and Implementation Support, Miami-Dade County Department of Transportation and Public Works (DTPW)

EXP is currently assisting DTPW with managing and supporting multiple contracts for the Strategic Miami Area Rapid Transit (SMART) Program that is advancing five of the six rapid transit corridors of the People’s Transportation Plan (PTP) and implementing an expanded mass transit infrastructure in Miami-Dade County. This implementation of a vision of South Florida that is both strategic and far-reaching, creating a system of multiple transportation options by leveraging existing infrastructure, and integrating technology at the highest levels.

Contact: Lisa Colmenares
Address: Miami-Dade County
Phone: 786.469.5394
Email: MariaElisa.Colmenares@miamidade.gov
Performance period: 2023 – present
Total contract value: \$1,300,000.00



Multimodal Development/Project Programming Support, Miami-Dade County Department of Transportation and Public Works (DTPW)

EXP is currently assisting Miami-Dade DTPW with developing and producing a list of cost feasible projects to be integrated into the Miami-Dade Transportation Planning Organization (TPO)’s Transportation Improvement Program (TIP). This task has included the collection of financial information of all Miami-Dade County projects required to be included in the TIP, collection of forecasted funding through the Roadway Impact Fees (RIF), programming of funding to projects, and the development of the County’s List of Program Priorities (LOPP).

Contact: Lisa Colmenares, AICP
Address: Miami-Dade County, FL
Phone: 786.469.5394
Email: MariaElisa.Colmenares@miamidade.gov
Performance period: 2022 – present
Total contract value: \$499,896.00



Penman Road Complete Street Planning, Design, and Construction Coordination Services

The City of Jacksonville Beach is funding the reconstruction of Penman Road as a Complete Street facility. EXP is providing planning and project coordination management services to the City of Jacksonville Beach. Throughout the study, alternative evaluation, design, permitting, and construction phases, ensuring the City of Jacksonville Beach public facilities continue to operate at or above level of service.

The project is aimed to eliminate a two-way left turn lane (TWLTL) and replace with median, incorporate shared-use facilities and multimodal elements, minimize turning movement conflicts through geometric restrictions, and incorporate a series of roundabouts to facilitate traffic flow.

Contact: Dennis Barron

Address: Jacksonville Beach, FL, 32250

Phone: 904.247.6219

Email: dbarron@jaxbchfl.net

Performance period: 2022 – present

Total contract value: \$50,000.00 to date

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Technology



Innovative Edge

Innovation and creativity are the products of trust-based relationships and open communication. The EXP planning process mobilizes user and stakeholder-based outcomes to deliver innovative scenarios. Creative solutions start with a relationship and constant communication. County opportunities and needs are evaluated using data analysis to translate unknown patterns and relationships into solutions and scenarios. We understand the importance of flexibility when it comes to planning and review, and we are ready to provide innovative solutions to any challenges that may arise along the way.

Creative Approaches

Strategy is key to successful project planning and delivery. At EXP our team uses an integrated strategy that ensures this success in an efficient and effective manner. Our integrated project approach strategy includes:

Thoughtful team selection: EXPs staff are assigned to each of our projects by carefully selecting key local individuals who have the most relevant site specific and historical knowledge.

Process efficiency: Concurrent tasks are run with clear direction to avoid duplication of effort.

Performance management: Active and engaged project management helps prevent costly mistakes and budget overruns.

Inclusivity: Encouraging input and ideas from government and non-government agencies, local businesses, and community residents throughout the planning process of a project ensures that priority is given to the issues that are most important to the local community.

Early assessment: Project risks, mitigation strategies, and possible alternatives are discovered and assessed during the planning stages so that necessary permits, variances, and approvals are secured early in the project development.

Quality assurance: Our team leverages BlueBeam software to cross-check our progress with interim reviews, and SharePoint for making and storing comments simultaneously. Prior to each deliverable, our team undergoes an extensive internal QA/QC review process with a series of checkers and approvers prior to distributing files to the County for recommendations and consideration at Board meetings.

Tools For Success

In today's rapidly evolving technological landscape, the significance of accessing the latest software and cutting-edge technologies cannot be overstated, especially when it comes to predicting and planning scenarios for future land use and complex site developments. The ability to foresee potential challenges and opportunities hinges upon harnessing the power of advanced tools that facilitate comprehensive analysis and projection. By incorporating the most up-to-date software, planners can ensure that every facet of a site plan is meticulously accounted for, from infrastructure layout to environmental considerations. Moreover, staying abreast of the latest advancements ensures that the devised plan remains adaptable to current demands and future requirements. This proactive approach not only enhances the efficiency of site development projects but also contributes to long-term sustainability by accommodating the ever-changing needs of the communities and environments in Nassau County. Brief descriptions of some of the tools and technologies EXP will use to conduct work assigned under this contract are provided below.

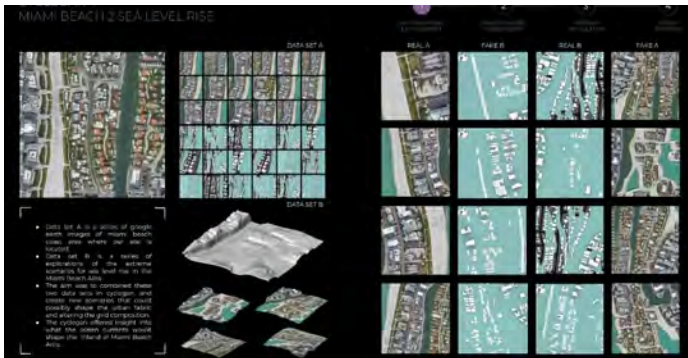
OneDrive | Primavera P6: The EXP team internally utilizes One Drive, which directly interfaces with SharePoint, all Microsoft products, PowerBI, Microsoft Project, and even ESRI and GIS applications. Primavera P6 is also used for managing project schedules, developing and managing personnel-loaded schedules, assessing float, and determining the critical path. Using SharePoint allows our clients to access interim work products directly, do over-the-shoulder reviews, and improve quality assurance efficiency. In addition, we manage our projects with an internal folder structure on the EXP OneDrive that allows for simultaneous editing and cloud storage of documents. The EXP team is also nimble and adaptable and can adopt nearly any type of system preferred by our clients. In doing so, the entire EXP Team will also have transparent access.



Bluebeam | BIM360 | AutoDesk | Bentley | Deltek: On the technical side, we use Bluebeam and Adobe products to manage PDFs. BIM360 is utilized and managed through a department within our corporate office, which assures level structures, backgrounds, and overall data consistency and delivery. Autodesk and Bentley products are used for 3D CAD developments, and we consistently achieve nearly 90 percent of our work products being delivered to our clients in 3D files if required. On the financial side, we use Deltek Vantage Point, which allows us to plan and manage projects within our financial system, negating the need for external project planning, scheduling, and monitoring. Earned value analysis can be assessed within Vantage Point, and with the planning function integrated, estimates to complete can be compared to the project plan within the same toolset. In addition, we can now automatically transition from the pursuit phase of a project to the delivery phase, which helps us understand the cost to win, return on marketing costs, and overall return on capital. All these innovations and improvements allow EXP to manage large projects and interim milestones more effectively on behalf of our clients.



MSAM – Multimodal Safety Audit Mapper: EXP’s team has developed a program for public users to be the agency eyes on the ground. Our program, MSAM, allows residents to snap a photo of safety hazards they identify on roadways, sidewalks, trails, or at bus stations, and add a comment with the concern and submit the report to the assigned agency. The photos are geotagged, and the submissions are documented in chronological order, providing a tracking system for the using agency. This allows for rapid response to high priority safety concerns. Our Team most often uses MSAM for walking and bicycle audits. Walking audits are a meaningful way to engage with residents and community leaders on projects that involve multimodal infrastructure and connections. using agency. This allows for rapid response to high priority safety concerns. Our Team most often uses MSAM for walking and bicycle audits. Walking audits are a meaningful way to engage with residents and community leaders on projects that involve multimodal infrastructure and connections.



Resiliency Planning: As a standard practice, we integrate resilience into operations and planning decisions in all our work. This typically looks like building redundancy into systems to ensure rapid recovery in emergencies, like hurricanes, flooding, or other environmental hazards. Additionally, all projects being proposed will include multimodal elements to shift the needle away from single occupancy vehicles. This includes evaluating new locations for bike and e-scooter share, on-demand services, and electric and autonomous vehicle amenities.

ESRI | ArcGIS: EXP has several highly qualified geographic information system (GIS) professionals able to provide data services and create visual representations of parcel information for zoning and site review needs. Accessibility to geographical data representation helps simplify presentations and expedites review. Our Arc GIS and ESRI capabilities are unparalleled. With the ability to be able to develop story maps with accessibility through the latest in technology like QR codes, and interactive GIS portals, we are able to provide solutions and interfaces that provide visually aesthetic and complete data.

Adobe PR + InDesign: EXP’s team has the most sophisticated graphic design software, capable of editing large-scale PDFs to develop story-telling graphics, flyers, surveys, infographics, and presentations. The program exports files to Adobe’s Portable Document Format with OpenType fonts, advanced transparency features, layout styles, optical margin alignment, and cross-platform scripting with JavaScript. We have over 40 years of experience in the design field with producing proposals, presentations, publications, and illustration work for various clients that include FDOT, SFRTA, Miami-Dade TPO, and the Broward MPO. EXP’s expertise includes creating effective communication materials, branding, marketing, promotions, and publications for various municipal planning groups.

Mapping/Data Dashboards/GIS/Web Support: From hybrid summits to 3D visualization tools, cutting-edge GIS technology, and virtual reality tools – including metaverse visualizations, our EXP team is leading the way to provide innovative public involvement solutions that ensure we reach all our customers. We are leaders in this industry and have pioneered innovative outreach tools to engage “hard-to-reach” communities. At EXP, we pride ourselves in providing our multifaceted audiences with a visual understanding of present and future transportation improvements through the use of innovation. We have expertise in incorporating renderings, web and app-based surveys, virtual reality experiences, drone technology, and state-of-the-art website design. We know innovation is not just about utilizing new technology – it is about understanding what our communities need and finding new ways to reach an ever-changing audience.

EXP specializes in producing interactive interfaces through our GIS and Coding teams. Our Team members have decades of experience producing GIS software development and database management tools. We provide expertise in PowerBI, Oracle, SQL Server, MySQL, Postgres, Mongo D.B., C++, JavaScript, Python, and generic programming skills.

PTV Software Suite:

Vistro - Ideal for traffic engineers and transportation planners, PTV Vistro delivers the best combination of traffic signal analyses and traffic impact studies meeting industry standards like the Highway Capacity Manual. Easily optimize and balance networks of signalized and unsignalized intersections and roundabouts. PTV Vistro smooth workflows, scenario management, and automated reporting features save you time and eliminate errors.

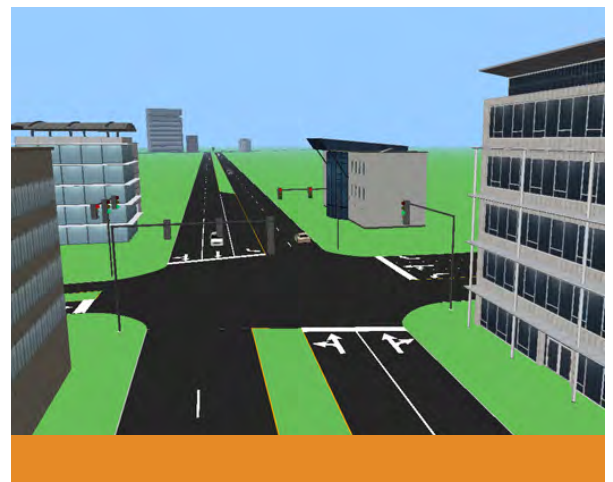


Vissim - The world's leading multimodal traffic simulation software PTV Vissim digitally reproduces the traffic patterns of all road users. Trusted by traffic planners and engineers around the globe, PTV Vissim evaluates and improves the performance of your traffic facilities. Results establish the basis for your traffic planning decisions and address your road traffic challenges, such as congestion and emissions.

Viswalk - PTV Viswalk, the microscopic pedestrian simulation software, depicts pedestrians and their interaction with each other. The software enables urban and traffic planners, fire safety officers, and managers of railway stations, airports, and event venues to effectively model and solve pedestrian interaction challenges. Among other things, they can use the software to check passage widths, sizes of waiting areas, travel and waiting times, and ensure safety and comfort.

Highway Capacity Software | TSIS-CORSIM: The latest in transportation modeling technology, equipped to facilitate analysis of:

- Freeway Segments & Facilities
- Multilane Highways
- Two-Lane Highways Segments & Facilities
- Stop-Controlled Intersections
- Ramp Terminal & Interchanges
- Urban Streets & Arterials with Signalized Intersections
- Roundabouts
- Alternative Intersections: RCUT, MUT, DLT
- Highway Safety Software



TSIS - is an integrated modeling environment that allows the user to define and manage traffic analysis projects, model traffic networks, create inputs for traffic simulation analysis, run traffic simulation, and interpret the results of those models.

CORSIM - is a microscopic traffic simulation capable of modeling surface streets, freeways, highways, and integrated networks, including segments, weaves, merge/diverges, and intersections with stop/yield signs or traffic signals. It simulates traffic and traffic control systems using research-backed and established vehicle and driver behavior models.

TSIS-CORSIM - has been applied by thousands of practitioners and researchers worldwide for over 20 years, embodying a wealth of experience and maturity.

Synchro Studio: EXP has access and know-how to use all the tools included in Synchro Studio. Syncho allows us to use the latest version of the Highway Capacity Manual to design, model, and optimize traffic flow and signalization infrastructure. SimTraffic provides a 2D visualization tool used to simulate real-world vehicular and pedestrian traffic scenarios. Our **3D Viewer** allows us to convert two-dimensional models from SimTraffic to a **presentation-level quality video simulation** for client and stakeholder visualization. This helps to effortlessly demonstrate queuing issues, roadway planning needs, and intersection operation failures.

FDOT Intersection Control Evaluation Tools: EXP has the data and tools to assess the latest FDOT ICE intersections, analyzing capacity, safety, and cost to generate Benefit to Cost (B/C) Ratios to generate the best alternative recommendation for the design of the intersection. Our team is experienced in assessing intersection controls of all types, including signalized, roundabout, Median U-Turn (MUT), Restricted Crossing U-Turn, Quadrant, Jughandle, Bowtie, and Through-Cut intersections.

Autodesk AutoCAD Civil 3D: Once we have decided on the best alternative considering safety, cost, and operation, our team gets to work to design the intersection. To prepare conceptual designs and exhibits to facilitate conversation, we leverage our Civil 3D software to manage, visualize, and quantify data such as:



1. ROW Boundaries
2. Zoning Overlays
3. Wetland Overlays
4. Typical Sections
5. Conceptual Designs
6. Potential Utility Conflicts
7. Plans Production
8. Structural Renderings
9. Landscape Layout
10. Parking Data

Vehicle Tracking: EXP is familiar with some of the proposed development in Nassau County being geared toward freight traffic and overnight parking. Recently, our team conducted an access management analysis for FDOT District 6 to ensure the proposed layout of a new site he designed provided sufficient parking accommodations and accessibility to the site. The analysis was part of our NW 36th Street Multimodal Corridor Planning Study adjacent to the Miami International Airport. As part of the project, our team identified specific intersections and areas that would not sufficiently accommodate freight vehicles and should be considered for reconfiguration in the future.



Bentley Suite | Microstation | Geopak: EXP's transportation team also leverages the latest in Microstation software to develop roadway and intersection design plans consistent with FDOT standards. MicroStation is an instrument engineers and designers use to model, document, and manage their infrastructure projects better and faster. The application is the solution that enables EXP to deliver innovative designs and creative visualizations while consolidating critical project elements into a single environment. With MicroStation, EXP has the power, control, efficiency, and security to reliably deliver the smallest to the largest and most demanding infrastructure projects. MicroStation enables our team to develop and document improved designs in less time by better connecting us to drafting and modeling capabilities, contextual geospatial data, and teams.

TBEST Transit Modeling Software: Our firm is intimately versed with FDOT's transit modeling software Transit Boardings Estimation and Simulation Tool (TBEST). TBEST represents an effort to develop a multi-faceted GIS-based modeling, planning and analysis tool which integrates socio-economic, land use, and transit network data into a unique platform for scenario-based transit ridership estimation and analysis. TBEST contains a modeling structure which allows flexibility in model calibration, validation and application including Bus Rapid Transit (BRT) ridership forecasts sensitive to a range of implemented characteristics. TBEST ridership estimation models simulate travel demand at the individual stop-level while accounting for network connectivity, spatial and temporal accessibility, time-of-day variations, and route competition and complementarity.



Oracle | SQL | Postgres | Mongo DB | C++ | Javascript | Python: With coding abilities in a plethora of softwares, our team is able to develop interactive webpages with sophisticated back-end coding, while integrating a user-friendly and seamless front-end user experience. We are able to integrate these skillsets with our GIS expertise to develop a vast range of tools for Nassau County's use and for sharing information with the public.

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Cost



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
Principal Planner / Planning Manager / Planner IV/Certified Specialist, e.g., Environmental (CEP), Transportation (CTP), Urban Designer (CUD)	\$220
Planner III / Senior Planner / Certified Floodplain Manager (CFM) / Senior Project Manager	\$180
Planner II / Associate / Junior Planner / Project Manager	\$150
Planner I / Assistant Planner / Assistant Project Manager	\$120
Administrative or Clerical Support	\$90

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: EXP U.S. Services Inc.

Address: 50 North Laura Street, Suite 2500

City, State, Zip code: Jacksonville, FL 32202

Phone Number: 305.631.2208

Email: kyle.henry@exp.com

Authorized Signature: _____

Printed Name: Kyle Henry

Title: Vice President, Business Development

Date: August 21, 2023

9

Attachments/Administrative Information



Attachment A

County Forms

Form A: Addenda Acknowledgement

Form B: Affidavit on Public Entity Crimes

Form C: Respondent Questionnaire

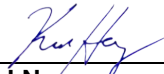
Form D: Drug Free Workplace Certificate

Form E: E-verify Affidavit

Form E-1: Contractor E-verify Affidavit

Form E-2: Subcontractor E-verify Affidavit

FORM A ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	
Addendum # ¹ _____ through # ² _____	
Signature of Person Completing: 	Date: August 21, 2023
Printed Name: Kyle Henry	Title: Vice President, Business Development

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 EXP U.S. Services Inc..
2. This sworn statement is submitted by Kyle Henry (entity submitting sworn statement), whose business address is 50 North Laura Street, Suite 2500, Jacksonville, FL 32202 and its Federal Employee Identification Number (FEIN) is 46-0523964. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Kyle Henry (please print name of individual signing), and my relationship to the entity named above is Vice President, Business Development/Authorized Representative.
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.)**

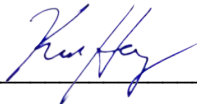
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent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

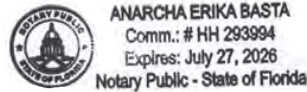
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature 
Date August 21, 2023

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of X physical presence or _____ online notarization, this 21st day of August, 2023 by Kyle Henry who is X personally known to me or _____ produced _____ as identification.


Notary Public
My commission expires: July 27, 2026



FORM C RESPONDENT QUESTIONNAIRE

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

1. Company Name: EXP U.S. Services Inc.
 Address: 50 North Laura Street, Suite 2500
 City/State/Zip: Jacksonville, FL 32202
 Phone: Email: 305.631.2208 kyle.henry@exp.com
 Website Address: www.exp.com

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: 117
 Years in business under this name: 12
 Years performing this type of work: 100+
 Value of work now under contract: \$305,332,645.00
 Value of work in place last year: \$824,920,000.00
 Percentage (%) of work usually self-performed: Varies depending on scope of work defined in contract
 Name of sub-vendors you may use: N/A
 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: 4,000+
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Project Manager	1	
Deputy Project Manager	1	
Senior Planner	1	
Long Range Land Use Planner	1	
Trail Planner / Designer	1	
Land Development Engineer	2	
Transportation Planner	1	
Public Involvement Specialist	2	
Community Outreach Specialist	2	
GIS Specialists	2	
CAD Designer	2	
Graphic Designer	2	

Note: The above list is inclusive of key staff assigned to this project, it is not inclusive of company-wide staff.

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: Town of Miami Lakes - Civil Engineering & Related Services
Address: Town of Miami Lakes, FL
Contract Person: Omar Santos, PE
Phone: Email: 305.364.6100
Project Description: As-needed continuing engineering related services for the Town of Miami Lakes
Contract \$ Amount: \$3,000,000
Date Completed: Ongoing

Reference #2:

Company/Agency Name: City of Jacksonville Beach - Continuing Consulting Services
Address: 1460-A Shetter Ave, Jacksonville Beach, FL 32250
Contract Person: Dennis Barron, MBA
Phone: Email: 904.217.6249 dbarron@jaxbchfl.net
Project Description: On-call engineering, planning, and construction services
Contract \$ Amount: \$50,000 to date
Date Completed: Ongoing

Reference #3:

Company/Agency Name: Village of Biscayne Bay - Citywide Stormwater & Roadway Improvements
Address: 600 NE 114 Street Biscayne Park, FL 33161
Contract Person: Albert Dominguez, PE
Phone: Email: 305.893.4346 adominguez@biscayneparkfl.gov
Project Description: Design and construct a new and functional stormwater collection system and improve roadways at 5 locations.
Contract \$ Amount: \$100,000
Date Completed: Ongoing

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: EXP U.S. Services Inc.
Attn: Kyle Henry
Mailing Address: 50 North Laura Street, Suite 2500, Jacksonville, FL 32202

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.

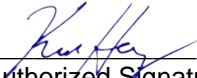
Name of Person to execute contract (if awarded): Kyle Henry
Title: Vice President, Business Development
Email Address: kyle.henry@exp.com
Phone Number: 305.631.2208

FORM D DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that
EXP U.S. Services 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."



 Authorized Signature
 August 21, 2023

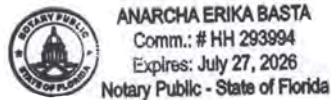
 Date Signed

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of X physical presence or _____ online notarization, this 21st day of August, 2023 by Kyle Henry who is X personally known to me or _____ produced as identification.

Anarcha Erika Basta

Notary Public
My commission expires: July 27, 2026



**FORM E
E-VERIFY AFFIDAVIT****NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**Project Name: Professional On-call Planning ServicesBid No./Contract No.: RFP 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.

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 EXP U.S. Services 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.

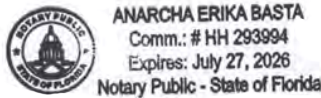
A true and correct copy of EXP U.S. Services Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Kyle Henry
Print Name: Kyle Henry
Date: August 21, 2023

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of Aug. 2023 (Date) by Kyle Henry, Vice President of Business Dev. (Name of Officer or Agent, Title of Officer or Agent) of EXP U.S. Services 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.

Anarcha Erika Basta
Notary Public
Anarcha Erika Basta
Printed Name



My Commission Expires: July 27, 2026



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Exp U.S. Services Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 409331

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 409331

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 409331

Approved by:

Employer Exp U.S. Services Inc.	
Name (Please Type or Print) Sara Sciancalepore	Title
Signature Electronically Signed	Date 04/19/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/19/2011



Company ID Number: 409331

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Exp U.S. Services Inc.
Company Facility Address	205 N Michigan Ave Suite 3600 Chicago, IL 60601
Company Alternate Address	
County or Parish	COOK
Employer Identification Number	460523964
North American Industry Classification Systems Code	541
Parent Company	Exp Global Inc.
Number of Employees	500 to 999
Number of Sites Verified for	27 site(s)



Company ID Number: 409331

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CA	4
CO	1
DC	1
FL	5
GA	2
IL	1
MD	1
MI	1
MO	1
NJ	1
NV	1
OH	1
TN	2
TX	1
VA	2
WI	2



Company ID Number: 409331

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jarmese Haves
Phone Number 7134393680
Fax
Email iarmese.haves@exp.com

Name Brett Beetham
Phone Number 31261631207445
Fax
Email brett.beetham@exp.com



Company ID Number: 409331

This list represents the first 20 Program Administrators listed for this company.

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: _____

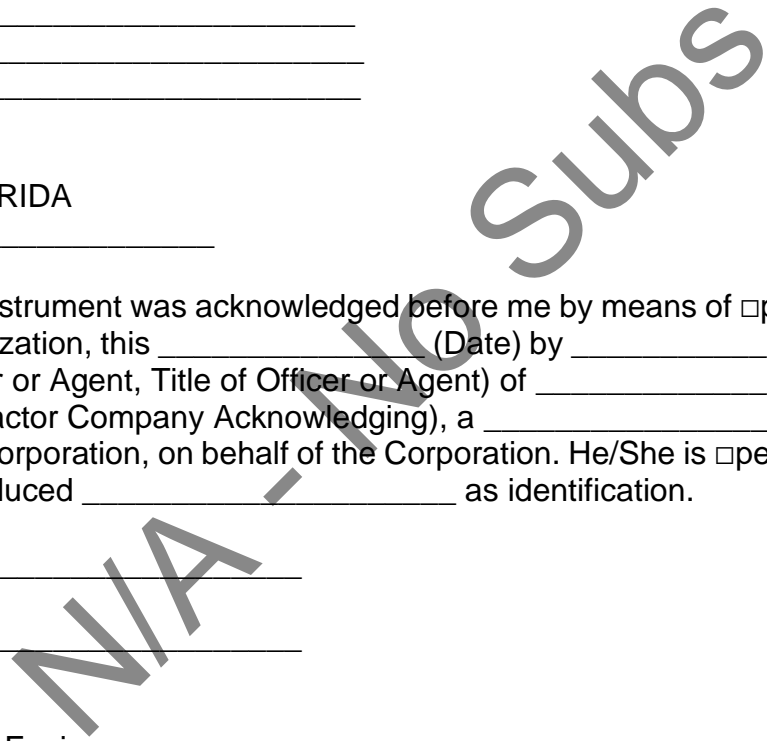
STATE OF FLORIDA
COUNTY OF _____

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: _____





Attachment B

Company Licensure

Department of State

Department of Business & Professional Registrations

Department of Corporations

Certificate of Insurance

State of Florida

Department of State

I certify from the records of this office that EXP U.S. SERVICES INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 4, 2011.


The document number of this corporation is F11000001440.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 17, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of July, 2023*




Secretary of State

Tracking Number: 7012350403CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



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- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

10:21:41 AM 6/1/2023

Licensee Information

Name:	EXP U.S. SERVICES INC. (Primary Name)
Main Address:	56 QUEEN STREET EAST, SUITE 301 LEGAL - LICENSES BRAMPTON Ontario L6V 4M8

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	29701
Status:	Current
Licensure Date:	10/13/2011
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
EXP U.S. SERVICES INC.

Filing Information

Document Number	F11000001440
FEI/EIN Number	46-0523964
Date Filed	04/04/2011
State	DE
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/27/2012
Event Effective Date	NONE

Principal Address

205 North Michigan Avenue
Suite 3600
Chicago, IL 60601

Changed: 04/17/2023

Mailing Address

205 North Michigan Avenue
Suite 3600
Chicago, IL 60601

Changed: 02/03/2022

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 12/22/2011

Address Changed: 12/22/2011

Officer/Director Detail

Name & Address

Title Senior Vice President

Stevens, Phil
2601 Westhall Lane
Maitland, FL 32751

Title CFO/Treasurer

Walters, Deborah
205 N. Michigan Ave.
Suite 3600
Chicago, IL 60601

Title Director, President, COO

Dvorak, Mark
205 N. Michigan Ave.
Suite 3600
Chicago, IL 60601

Title Chairman of the board/CEO, Director

Dvorak, Ivan
205 N. Michigan Ave.
Suite 3600
Chicago, IL 60601

Title Secretary

Ahn, Hae-Jin (Priscilla)
1595 Clark Blvd.
Brampton L6T 4V1 CA

Title VP

Weise, Kathy
205 N. Michigan Ave.
Suite 3600
Chicago, IL 60601

Title Senior Vice President

McGuire, William
2601 Westhall Lane
Maitland, FL 32751

Title VP

Danley, Byron
205 North Michigan Avenue
Suite 3600
Chicago, IL 60601

Title Senior Vice President

Nair, R Shankar
 205 North Michigan Avenue
 Suite 3600
 Chicago, IL 60601

Title Director/Executive Vice President

Neumann, Timothy D
 149 W Kennedy Lane
 Unit 401
 Hinsdale, IL 60521

Title VP

Saba, Khalil
 451 East Vanderbilt Way
 San Bernardino, CA 92408

Title Principal

Sampson, Rachael
 5670 Oberlin Drive
 San Diego, CA 92121

Annual Reports

Report Year	Filed Date
2021	02/02/2021
2022	02/03/2022
2023	04/17/2023

Document Images

04/17/2023 -- ANNUAL REPORT	View image in PDF format
02/03/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
05/13/2020 -- ANNUAL REPORT	View image in PDF format
05/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
03/28/2019 -- ANNUAL REPORT	View image in PDF format
04/20/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/04/2018 -- ANNUAL REPORT	View image in PDF format
11/17/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
06/19/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/27/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/21/2017 -- ANNUAL REPORT	View image in PDF format
04/04/2016 -- ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
04/05/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format

04/26/2012 -- ANNUAL REPORT	View image in PDF format
02/27/2012 -- Amendment	View image in PDF format
12/22/2011 -- Reg. Agent Change	View image in PDF format
09/21/2011 -- Amendment	View image in PDF format
04/04/2011 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED exp U.S. Services, Inc. 205 N. Michigan Ave. Chicago, IL 60601	
POLICY NUMBER See Page 1	EFFECTIVE DATE: See Page 1	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> CARRIER See Page 1 </td> <td style="width: 50%; vertical-align: top;"> NAIC CODE See Page 1 </td> </tr> </table>		CARRIER See Page 1
CARRIER See Page 1	NAIC CODE See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Nassau County Board of County Commissioners with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

ENDORSEMENT #01

This endorsement, effective 12:01 a.m., March 31, 2023, forms a part of

Policy No. US00057823LI23A issued to exp US Services Inc.

by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: US00057823LI23A

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: US00057823LI23A

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contact or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Attachment C

Example of Staff Report No. 1

RE: Amendments to Broward County Comprehensive Plan
and Land Use Plan



December 5, 2019

Note: Additional attachments available upon request.

Ray Eubanks, Plan Processing Administrator
State Land Planning Agency
Florida Department of Economic Opportunity
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL 32399

Dear Mr. Eubanks:

On December 3, 2019, the Broward County Board of County Commissioners held a public hearing in accordance with Chapter 163, Florida Statutes, and voted to adopt Ordinance Numbers 2019-36 and 2019-37, amending the Broward County Comprehensive Plan (BCCP). The enclosed ordinances adopt one (1) amendment to the Broward County Land Use Plan text (PCT 19-7) and one (1) amendment to the Broward County Land Use Plan map (PC 19-5). The amendments were transmitted by the Board of County Commissioners on August 20, 2019 and September 10, 2019, respectively, and were reviewed under the expedited State review process (DEO #19-4ESR and #19-5ESR, respectively). In addition, the amendment reports reflect no changes from the transmittal submission package.

In accordance with the Florida Administrative Code, the adoption ordinance and the adopted amendment are provided (one hard copy and two digital copies). It is noted that the certified, sealed ordinance will be forwarded upon receipt from the County's Records, Taxes and Treasury Division. In addition, by copy of this letter, digital copies of this submittal are being provided directly to the South Florida Regional Planning Council, the Florida Department of Transportation - District IV, the South Florida Water Management District, the Florida Department of Environmental Protection, the Florida Department of State, the Florida Fish and Wildlife Conservation Commission, the Florida Department of Agriculture and Consumer Services and the Florida Department of Education.

We appreciate the continued assistance and cooperation of the Division of Community Planning & Development in the development and refinement of the Broward County Comprehensive Plan. Please contact me or Deanne Von Stetina, AICP, Assistant Executive Director for the Planning Council, if you have any questions or require additional information.

Respectfully,

A handwritten signature in blue ink, appearing to read "BBB", is written over a faint, large watermark that says "DRAFT".

Barbara Blake Boy
Executive Director

Ray Eubanks
December 5, 2019
Page Two

BBB:DDV

Enclosures

cc/enc: Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council
Steven C. Braun, PE, Director, Transportation Development, Florida Department of
Transportation, District IV
Terry Manning, AICP, Planning & Policy Analyst, South Florida Water Management
District
Plan Review, Office of Intergovernmental Programs, Florida Department of
Environmental Protection
Robin Jackson, Historic Preservation Planner, Bureau of Historic Preservation, Florida
Department of State
Scott Sanders, Conservation Planning Services, Florida Fish & Wildlife Conservation
Commission
Comprehensive Plan Review, Office of Policy & Budget, Florida Department of
Agriculture and Consumer Services
Mark Weigly, Director, Office of Educational Facilities, Florida Department of Education
Maite Azcoitia, Broward County Deputy County Attorney

cc: Bertha Henry, Broward County Administrator
Josie P. Sesodia, AICP, Director, Broward County Planning and Development
Management Division
Eric B. Silva, AICP, Director, Miramar Community & Economic Development Department
Michele Mellgren, ACIP, Director, Parkland Planning & Zoning Division



PUBLIC HEARING BROWARD COUNTY COMPREHENSIVE PLAN NOTICE OF CHANGE OF LAND USE

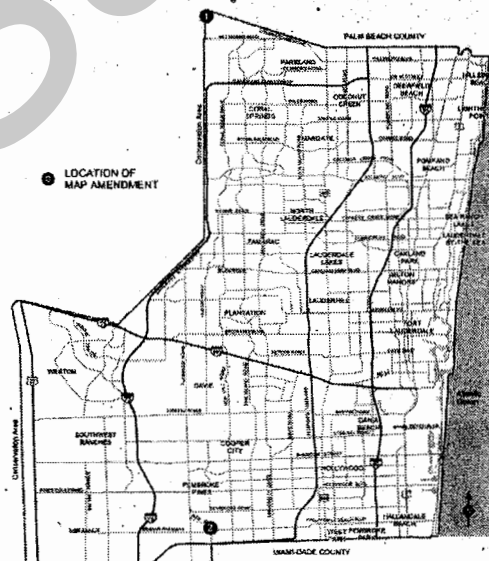
Broward County proposes amendments to the Broward County Comprehensive Plan, which includes the Broward County Land Use Plan. The amendments propose a change to the use of land within the areas described below and shown on the map in this advertisement. The Broward County Board of County Commissioners will hold a public hearing on Tuesday, December 3, 2019, at 10:00 A.M. in Room 422, Governmental Center Building, 115 South Andrews Avenue, Fort Lauderdale, to consider adoption of Items 1 and 2, per Chapter 163, Florida Statutes, as amended.

At the public hearing, any citizen, property owner, public official or local government representative shall be entitled to be heard for or against the subject of the public hearing, in person or by letter addressed to the County Commission. Time allotted to speakers, other than staff, members of the Commission and applicants for amendments, may be limited by the Mayor for each public hearing agenda item to allow maximum participation by the public at large. Potential speakers shall be prohibited from assigning allotted time, unless specifically authorized to do so by the Commission. All potential speakers, excluding staff, members of the Commission and applicants for amendments, shall be required to sign in on the requisite sign in sheet as to each public hearing agenda item. Strict order and decorum shall be preserved. The Mayor shall limit repetitive debate. If due to a disability, you require auxiliary aids, accommodations, or alternative formats of materials to participate in a public hearing or meeting, please contact the Public Communications Office at 954.357.6990 (V), or 954.357.6158 (TTY). Please make accommodation requests at least three (3) days in advance.

Information on the amendments is presented below. For additional information contact the Broward County Planning Council, 115 South Andrews Avenue, Room 307, Fort Lauderdale, Florida 33301, Phone: 954.357.6695.

PUBLIC HEARING AGENDA BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS BROWARD COUNTY COMPREHENSIVE PLAN DECEMBER 3, 2019 - 10:00 A.M.

- ITEM 1 AMENDMENT PC 19-5
Amendment to the Broward County Land Use Plan – City of Parkland
From Palm Beach County Rural Residential-10 to Low (3) Residential
Approximately 26.3 acres; generally located on the south side of Loxahatchee Road, east of the
Levee 36 Canal/Palm Beach County line.
- ITEM 2 AMENDMENT PCT 19-7
Amendment to the Broward County Land Use Plan text to add 2,350 dwelling units and 250,000
square feet of office uses and to reduce 165,000 square feet of retail uses and 1,007,216 square
feet of industrial uses within the "Miramar Activity Center I," generally located on the south side of
Pembroke Road, between Flamingo Road and Palm Avenue/Southwest 101 Avenue.



Notice to Members of the Public: If you wish to appeal any decision made by the Broward County Commission, with respect to any matter considered at such meeting or hearing, you will need a record of the proceedings. You may thus need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice is given pursuant to Section 286.0105, Florida Statutes.

SUN SENTINEL

Published Daily

Fort Lauderdale, Broward County, Florida

Boca Raton, Palm Beach County, Florida

Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared

Mark Kuznitz who on oath says that he/she is a duly authorized representative of the Classified Department of the Sun-Sentinel, daily newspaper published in Broward/Palm Beach/Miami-Dade County, Florida, that the attached copy of advertisement, being, a NOTICE OF PUBLIC HEARING in the matter of THE BROWARD COUNTY PLANNING COUNCIL - COMPREHENSIVE PLAN appeared in the paper on NOVEMBER 25, 2019 AD ID# 6519287 further says that the said Sun-Sentinel is a newspaper published in said Broward/Palm Beach/ Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Broward/Palm Beach/Miami-Dade County, Florida, each day, and has entered as second class matter at the post office in Fort Lauderdale, in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant says that he/she has neither paid, nor promised, any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Mark Kuznitz

Mark Kuznitz, Affiant

Sworn to and subscribed before me on NOV 25, 2019

(Signature of Notary Public)

(Name of Notary typed, printed or stamped)

Personally Known X or Produced Identification _____

Identification _____

Mark Kuznitz, Affiant

Sworn to and subscribed before me on NOV 25, 2019

(Signature of Notary Public)

(Name of Notary typed, printed or stamped)

Personally Known X or Produced Identification _____

Identification _____

PUBLIC HEARING BROWARD COUNTY COMPREHENSIVE PLAN NOTICE OF CHANGE OF LAND USE

Broward County proposes amendments to the Broward County Comprehensive Plan, which includes the Broward County Land Use Plan. The amendments propose a change to the use of land within the areas described below and shown on the map in this advertisement. The Broward County Board of County Commissioners will hold a public hearing on Tuesday, December 3, 2019, at 10:00 A.M. in Room 422, Governmental Center Building, 115 South Andrews Avenue, Fort Lauderdale, to consider adoption of Items 1 and 2, per Chapter 163, Florida Statutes, as amended.

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Approximately 26.3 acres; generally located on the south side of Loxahatchee Road, east of the Levee 36 Canal/Palm Beach County line.

ITEM 2 AMENDMENT PCT 19-7
Amendment to the Broward County Land Use Plan text to add 2,350 dwelling units and 250,000 square feet of office uses and to reduce 165,000 square feet of retail uses and 1,007,216 square feet of industrial uses within the "Miramar Activity Center I," generally located on the south side of Pembroke Road, between Flamingo Road and Palm Avenue/Southwest 101 Avenue.



Notice to Members of the Public: If you wish to appeal any decision made by the Broward County Commission, with respect to any matter considered at such meeting or hearing, you will need a record of the proceedings. You may thus need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice is given pursuant to Section 286.0105, Florida Statutes.

ORDINANCE NO. 2019-37

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE BROWARD COUNTY LAND USE PLAN WITHIN THE CITY OF PARKLAND; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the Broward County Comprehensive Plan on April 25, 2017 (the Plan);

WHEREAS, the Department of Economic Opportunity has found the Broward County Comprehensive Plan in compliance with the Community Planning Act;

WHEREAS, Broward County now wishes to propose an amendment to the Broward County Land Use Plan within the City of Parkland;

WHEREAS, the Planning Council, as the local planning agency for the Broward County Land Use Plan, has held its hearing on June 27, 2019, with due public notice;

WHEREAS, the Board of County Commissioners held its transmittal public hearing on September 10, 2019, having complied with the notice requirements specified in Section 163.3184(11), Florida Statutes;

WHEREAS, the Board of County Commissioners held an adoption public hearing on December 3, 2019, at 10:00 a.m. [also complying with the notice requirements specified in Section 163.3184(11), Florida Statutes] at which public comment was accepted and comments of the Department of Economic Opportunity, South Florida Regional Planning Council, South Florida Water Management District, Department of Environmental Protection, Department of State, Department of Transportation, Fish and

1 Wildlife Conservation Commission, Department of Agriculture and Consumer Services,
2 and Department of Education, as applicable, were considered; and

3 WHEREAS, the Board of County Commissioners, after due consideration of all
4 matters, hereby finds that the following amendment to the Broward County
5 Comprehensive Plan is consistent with the State Plan, Regional Plan, and the Broward
6 County Comprehensive Plan; complies with the requirements of the Community Planning
7 Act; and is in the best interests of the health, safety, and welfare of the residents of
8 Broward County,

9 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
10 BROWARD COUNTY, FLORIDA:

11 Section 1. The Broward County Comprehensive Plan is hereby amended by
12 Amendment PC 19-5, which is an amendment to the Broward County Land Use Plan
13 located in the City of Parkland, as set forth in Exhibit "A," attached hereto and
14 incorporated herein.

15 Section 2. SEVERABILITY.

16 If any portion of this Ordinance is determined by any Court to be invalid, the invalid
17 portion shall be stricken, and such striking shall not affect the validity of the remainder of
18 this Ordinance. If any Court determines that this Ordinance, or any portion hereof, cannot
19 be legally applied to any individual(s), group(s), entity(ies), property(ies), or
20 circumstance(s), such determination shall not affect the applicability hereof to any other
21 individual, group, entity, property, or circumstance.

22 Section 3. EFFECTIVE DATE.

23 (a) The effective date of the plan amendment set forth in this Ordinance shall
24 be the latter of:

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

- 1 (1) Thirty-one (31) days after the Department of Economic Opportunity notifies
- 2 Broward County that the plan amendment package is complete;
- 3 (2) If the plan amendment is timely challenged, the date a final order is issued
- 4 by the Administration Commission or the Department of Economic
- 5 Opportunity finding the amendment to be in compliance;
- 6 (3) If the Department of Economic Opportunity or the Administration
- 7 Commission finds the amendment to be in noncompliance, pursuant to
- 8 Section 163.3184(8)(b), Florida Statutes, the date the Board of County
- 9 Commissioners nonetheless, elects to make the plan amendment effective
- 10 notwithstanding potential statutory sanctions; or
- 11 (4) If a Declaration of Restrictive Covenants or agreement is applicable, as per
- 12 Exhibit "B," the date the Declaration of Restrictive Covenants or agreement
- 13 is recorded in the Public Records of Broward County.

14 (b) This Ordinance is effective as of the date provided by law.

15 ENACTED December 3, 2019

16 FILED WITH THE DEPARTMENT OF STATE

17 EFFECTIVE

18 Approved as to form and legal sufficiency:
19 Andrew J. Meyers, County Attorney

20
21 By /s/ Maite Azcoitia 10/11/19
Maite Azcoitia (date)
22 Deputy County Attorney

23 MA/gmb
10/11/19
PC 19-5 City of Parkland Ord.doc
24 File #80041

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.



Attachment D

Example of Staff Report No. 2

RE: Amendments to Broward County Comprehensive Plan and Land Use Plan



March 11, 2021

Note: Additional attachments available upon request.

Ray Eubanks, Plan Processing Administrator
State Land Planning Agency
Florida Department of Economic Opportunity
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL 32399

Dear Mr. Eubanks:

On March 9, 2021, the Broward County Board of County Commissioners held a public hearing in accordance with Chapter 163, Florida Statutes, and voted to transmit five (5) amendments to the Broward County Comprehensive Plan (BCCP). Three (3) amendments are to the Broward County Land Use Plan (BCLUP) map (PC 21-1, PC 21-2 and PC 21-3) and two (2) amendments are to the BCLUP text (PCT 21-1 and PCT 21-2). The transmittal resolutions for the proposed amendments are included with the amendment reports. The amendments are proposed for adoption by the County Commission no later than September 2021.

In accordance with the Florida Administrative Code, three copies of the support documentation for the BCCP amendments are enclosed (one hard copy and two digital copies). By copy of this letter, the proposed amendments, including applicable support documents, were also sent to the South Florida Regional Planning Council, the Florida Department of Transportation - District Four, the South Florida Water Management District, the Florida Department of Environmental Protection, the Florida Department of State, the Florida Fish and Wildlife Conservation Commission, the Florida Department of Agriculture and Consumer Services and the Florida Department of Education.

The proposed amendments are not located within an Area of Critical State Concern and are not proposed for adoption under a joint planning agreement pursuant to Chapter 163, Florida Statutes.

Consistent with the Broward County Planning Council procedures, the cities of Miramar, Hollywood and Lauderhill have requested that the Broward County Board of County Commissioners concurrently transmit the corresponding amendments to their municipal future land use elements, which are also included (one hard copy and two digital copies each). Questions regarding the amendments to the municipal future land use elements should be directed to the appropriate municipality.

Ray Eubanks
March 11, 2021
Page Two

We appreciate the continued assistance and cooperation of the Division of Community Planning & Development in the development and refinement of the Broward County Comprehensive Plan. Please contact me or Deanne Von Stetina, AICP, Assistant Executive Director for the Planning Council, if you have any questions or require additional information.

Respectfully,



Barbara Blake Boy
Executive Director

BBB:DDV

Enclosures

cc/enc: Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council
Larry Hymowitz, Planning Specialist, Planning & Environmental Management, Florida Department of Transportation, District IV
Terry Manning, AICP, Planning & Policy Analyst, South Florida Water Management District
Plan Review, Office of Intergovernmental Programs, Florida Department of Environmental Protection
Robin Jackson, Historic Preservation Planner, Florida Department of State
Scott Sanders, Conservation Planning Services, Florida Fish & Wildlife Conservation Commission
Comprehensive Plan Review, Office of Policy & Budget, Florida Department of Agriculture and Consumer Services
Mark Weigly, Director, Office of Educational Facilities, Florida Department of Education

cc: Bertha Henry, Broward County Administrator
Maite Azcoitia, Broward County Deputy County Attorney
Josie P. Sesodia, AICP, Director, Broward County Planning and Development Management Division
John Krane, PE, Planning & Environmental Administrator, Florida Department of Transportation, District IV
Eric B. Silva, AICP, Director, Miramar Community & Economic Development Department
Shiv Newaldass, Director, Hollywood Development Services
Chris Torres, City Planner, Lauderhill Planning & Zoning Department
David Recor, Director, Pompano Beach Development Services



To promote social distancing and avoid risk of additional spread of the Coronavirus (COVID-19), this hearing will be open to DocuSign Envelope ID: 2B40E526-220D-4312-A5DD-8E2BF0844765. Members of the community who wish to speak on an item must register by 9:30 a.m. on Tuesday, March 9, 2021 to participate telephonically through the County's remote public participation link at RegisterToSpeak.Broward.org (you must have access to the internet to register, a working email address to receive a confirmation code and access to a telephone to dial in to the meeting). If you do not have the ability to participate in the meeting remotely and wish to provide public comment, please submit written comments to planningcouncil@broward.org or by mail at the Planning Council office address listed below.

PUBLIC HEARING

BROWARD COUNTY COMPREHENSIVE PLAN

NOTICE OF CHANGE OF LAND USE

Broward County proposes amendments to the Broward County Comprehensive Plan, which includes the Broward County Land Use Plan. The amendments propose a change to the use of land within the areas as described below and shown on the map in this advertisement. The Broward County Board of County Commissioners will hold a public hearing on the proposed amendments on Tuesday, March 9, 2021, at 10:00 A.M. in Room 422, Governmental Center Building, 115 South Andrews Avenue, Fort Lauderdale, to consider transmittal of Items 1-4 to designated State agencies for review, and adoption of Items 5-8, per Chapter 163, Florida Statutes, as amended.

At the public hearing, any citizen, property owner, public official or local government representative shall be entitled to be heard for or against the subject of the public hearing, through remote participation or by letter addressed to the County Commission. Time allotted to speakers, other than staff, members of the Commission and applicants for amendments, may be limited by the Mayor for each public hearing agenda item to allow maximum participation by the public at large. Potential speakers shall be prohibited from assigning allotted time, unless specifically authorized to do so by the Commission. Strict order and decorum shall be preserved. The Mayor shall limit repetitive debate. If you require communication aids, please contact the Office of the County Administrator at 954-357-7000 or Hearing Impaired/TTY at 954-831-3940. Please make accommodation requests at least three (3) days in advance.

Information on the amendments is presented below. For additional information contact the Broward County Planning Council, 115 South Andrews Avenue, Room 307, Fort Lauderdale, Florida 33301, Phone: 954-357-6695.

PUBLIC HEARING AGENDA

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

BROWARD COUNTY COMPREHENSIVE PLAN

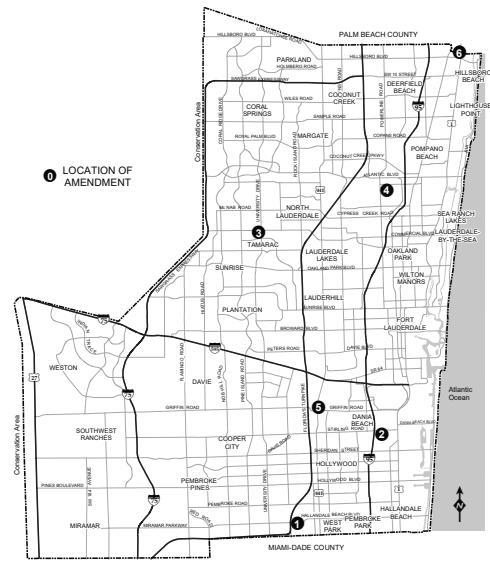
MARCH 9, 2021 - 10:00 A.M.

TRANSMITTAL:

- ITEM 1 A. **AMENDMENT PC 21-1**
Amendment to the Broward County Land Use Plan – City of Miramar
From 59.1 acres of Community and 24.1 acres of Commerce to Activity Center
Approximately 83.2 acres; generally located on both sides of Miramar Parkway, between Florida's Turnpike and Hibiscus Place/Southwest 67 Avenue.
- B. **AMENDMENT PCT 21-1**
Amendment to the Broward County Land Use Plan text corresponding to proposed map amendment PC 21-1, in the City of Miramar.
- ITEM 2 **AMENDMENT PC 21-2**
Amendment to the Broward County Land Use Plan – City of Hollywood
From 15.1 acres of Commerce and 11.6 acres of Low-Medium (10) Residential to Medium (16) Residential
Approximately 26.7 acres; generally located on the south side of Stirling Road, between Oakwood Boulevard and North 22 Avenue.
- ITEM 3 **AMENDMENT PC 21-3**
Amendment to the Broward County Land Use Plan – City of Lauderhill
From Commerce to High (50) Residential
Approximately 14.2 acres; generally located on the west side of University Drive, between Commercial Boulevard and Inverrary Boulevard/Northwest 50 Street.
- ITEM 4 **AMENDMENT PCT 21-2**
Amendment to the Broward County Land Use Plan text to add 1,500,000 square feet of industrial uses and reduce 650,000 square feet of office uses within the "Pompano Park South Activity Center," generally located on the east side of Powerline Road, between Southwest 3 Street/Race Track Road and North Cypress Bend Drive, in the City of Pompano Beach.

ADOPTION:

- ITEM 5 **AMENDMENT PC 21-4**
Amendment to the Broward County Land Use Plan – City of Dania Beach
From Low-Medium (10) Residential to High (50) Residential
Approximately 5.5 acres; generally located east of State Road 7/U.S. 441, between the C-11 Canal and Griffin Road.
- ITEM 6 **AMENDMENT PC 21-5**
Amendment to the Broward County Land Use Plan – City of Deerfield Beach
From 5.1 acres of Commerce and 0.6 acres of Low-Medium (10) Residential to Irregular (48.6) Residential
Approximately 5.7 acres; generally located on the west side of Federal Highway, between Northeast 2 Street and Northeast 4 Street.
- ITEM 7 **AMENDMENT PCT 20-3**
Amendment to the Broward County Land Use Plan text revising Policy 2.16.3 to update and provide bonus density formulas for each income category of very-low, low and moderate and to require affordable housing units be restricted for a minimum of 30 years.
- ITEM 8 **AMENDMENT PCT 20-4**
Amendment to the Broward County Land Use Plan text to add Policy 2.16.4 which would permit additional residential density on parcels designated "Commerce" and "Activity Center," subject to inclusion of an affordable housing component.
- ITEM 9 **AMENDMENT TO THE "ADMINISTRATIVE RULES DOCUMENT: BROWARDNEXT"**
Amendment to the *Administrative Rules Document: BrowardNext*, amending Article 3.5 to align with the proposed revision to add Policy 2.16.4.



Notice to Members of the Public: If you wish to appeal any decision made by the Broward County Commission, with respect to any matter considered at such meeting or hearing, you will need a record of the proceedings. You may thus need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice is given pursuant to Section 286.0105, Florida Statutes.

TABLE OF CONTENTS

**AMENDMENTS TO THE
BROWARD COUNTY COMPREHENSIVE PLAN
PC 21-1/PCT 21-1, PC 21-2, PC 21-3 AND PCT 21-2
TRANSMITTAL
“Expedited State Review Process”**

MARCH 9, 2021

- ITEM 1** **A. AMENDMENT PC 21-1**
Amendment to the Broward County Land Use Plan – City of Miramar
From 59.1 acres of Community and 24.1 acres of Commerce to Activity Center
Approximately 83.2 acres; generally located on both sides of Miramar Parkway,
between Florida’s Turnpike and Hibiscus Place/Southwest 67 Avenue.
- B. AMENDMENT PCT 21-1**
Amendment to the Broward County Land Use Plan text corresponding to proposed
map amendment PC 21-1, in the City of Miramar.
- ITEM 2** **AMENDMENT PC 21-2**
Amendment to the Broward County Land Use Plan – City of Hollywood
From 15.1 acres of Commerce and 11.6 acres of Low-Medium (10) Residential to
Medium (16) Residential
Approximately 26.7 acres; generally located on the south side of Stirling Road,
between Oakwood Boulevard and North 22 Avenue.
- ITEM 3** **AMENDMENT PC 21-3**
Amendment to the Broward County Land Use Plan – City of Lauderdale
From Commerce to High (50) Residential
Approximately 14.2 acres; generally located on the west side of University Drive,
between Commercial Boulevard and Inverrary Boulevard/Northwest 50 Street.
- ITEM 4** **AMENDMENT PCT 21-2**
Amendment to the Broward County Land Use Plan text to add 1,500,000 square feet
of industrial uses and reduce 650,000 square feet of office uses within the “Pompano
Park South Activity Center;” generally located on the east side of Powerline Road,
between Southwest 3 Street/Race Track Road and North Cypress Bend Drive, in the
City of Pompano Beach.

EXPLANATION OF TRANSPORTATION TERMINOLOGY

Year 2045:	Long Range Regional Transportation Network
I.T.E.:	Institute of Transportation Engineers Trip Generation Manual
Capacity:	Capacity at Level of Service D in thousands of vehicles at p.m. peak hour
P.M. Peak Hour:	Traffic in thousands of vehicles per peak hour (i.e. one hour measured between 4:00 and 6:00 p.m.)
Annual Average Daily Traffic (A.A.D.T.):	The volume passing a point or segment of a roadway in both directions for one year divided by the number of days in the year. ¹
Significance Threshold:	Corresponding to additional p.m. peak hour trips at three-percent (3%) or more of such capacity of a regional transportation link at the long-range planning horizon per BrowardNext - Broward County Land Use Plan Policy 2.14.9.
LOS:	Level of Service ² (LOS D is a policy of the Broward County Board of County Commissioners)
A	LOS A describes primarily free-flow operations at average travel speeds, usually about 90 percent of the free-flow speed for the given street class. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Control delay at signalized intersections is minimal.
B	LOS B describes reasonable unimpeded operations at average travel speeds, usually about 70 percent of the free-flow speed for the street class. The ability to maneuver within the traffic stream is only slightly restricted, and control delays at signalized intersections are not significant.
C	LOS C describes stable operations; however, ability to maneuver and change lanes in midblock locations may be more restricted than at LOS B, and longer queues, adverse signal coordination, or both may contribute to lower average travel speeds of about 50 percent of the free-flow speed for the street class.
D	LOS D borders on a range in which small increases in flow may cause substantial increases in delay and decreases in travel speed. LOS D may be due to adverse signal progression, inappropriate signal timing, high volumes, or a combination of these factors. Average travel speeds are about 40 percent of free-flow speed.
E	LOS E is characterized by significant delays and average travel speeds of 33 percent or less of the free-flow speed. Such operations are caused by a combination of adverse progression, high signal density, high volumes, extensive delays at critical intersections, and inappropriate signal timing.
F	LOS F is characterized by urban street flow at extremely low speeds, typically one-third to one-fourth of the free-flow speed. Intersection congestion is likely at critical signalized locations, with high delays, high volumes, and extensive queuing.

¹ Definition provided by the Broward Metropolitan Planning Organization.

² Highway Capacity Manual. Transportation Research Board: National Research Council, Washington, D.C. 2000, page 10-5.

RESOLUTION NO. 2021-098

1
2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 TRANSMITTING A PROPOSED AMENDMENT TO THE
5 BROWARD COUNTY LAND USE PLAN OF THE
6 BROWARD COUNTY COMPREHENSIVE PLAN WITHIN
7 THE CITY OF MIRAMAR TO DESIGNATED STATE
8 AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE.

9 WHEREAS, Broward County adopted the Broward County Comprehensive Plan
10 on April 25, 2017 (the Plan);

11 WHEREAS, the Department of Economic Opportunity has found the Plan in
12 compliance with the Community Planning Act;

13 WHEREAS, Broward County now wishes to propose an amendment to the
14 Broward County Land Use Plan within the City of Miramar;

15 WHEREAS, the Planning Council, as the local planning agency for the Broward
16 County Land Use Plan, held its hearing on January 28, 2021, with due public notice;
17 and

18 WHEREAS, the Board of County Commissioners held its transmittal public
19 hearing on March 9, 2021, at 10:00 a.m., having complied with the notice requirements
20 specified in Section 163.3184(11), Florida Statutes, NOW, THEREFORE,

21
22 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
23 BROWARD COUNTY:

24 Section 1. The Board of County Commissioners hereby transmits to the
Department of Economic Opportunity, South Florida Regional Planning Council, South
Florida Water Management District, Department of Environmental Protection,

1 Department of State, Department of Transportation, Fish and Wildlife Conservation
2 Commission, Department of Agriculture and Consumer Services, and Department of
3 Education, as applicable, for review and comment pursuant to Section 163.3184,
4 Florida Statutes, Amendment PC 21-1, which is an amendment to the Broward County
5 Land Use Plan within the City of Miramar.

6 Section 2. The proposed amendment to the Broward County Land Use Plan is
7 attached as Exhibit "A" to this Resolution.

8 Section 3. Effective Date.

9 This Resolution is effective upon adoption.

10

11 ADOPTED this 9th day of March, 2021.

12

13

14 Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

15

16 By /s/ Maite Azcoitia 01/28/2021
17 Maite Azcoitia (date)
18 Deputy County Attorney

19

20

21

22

23

MA/gmb
01/28/2021
PC 21-1 City of Miramar.TransReso.doc
#80041

24

EXHIBIT "A"

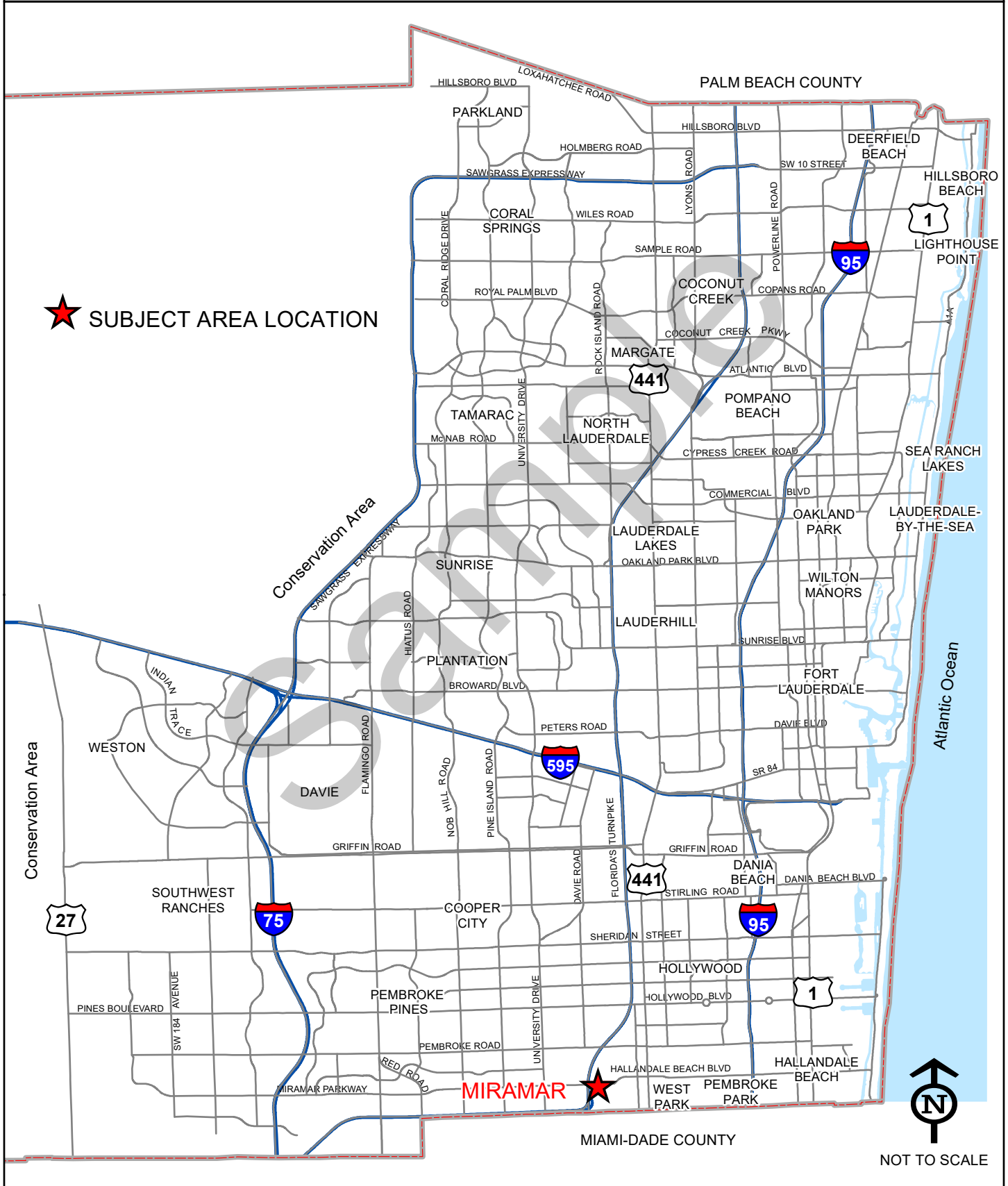
TO RESOLUTION NUMBER 2021 – 098

(PC 21-1)

Sample

BROWARDNEXT - BROWARD COUNTY LAND USE PLAN GENERALIZED LOCATION MAP AMENDMENT PC 21-1

 SUBJECT AREA LOCATION



NOT TO SCALE

MAP 1
BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
AERIAL PHOTOGRAPH
AMENDMENT PC 21-1



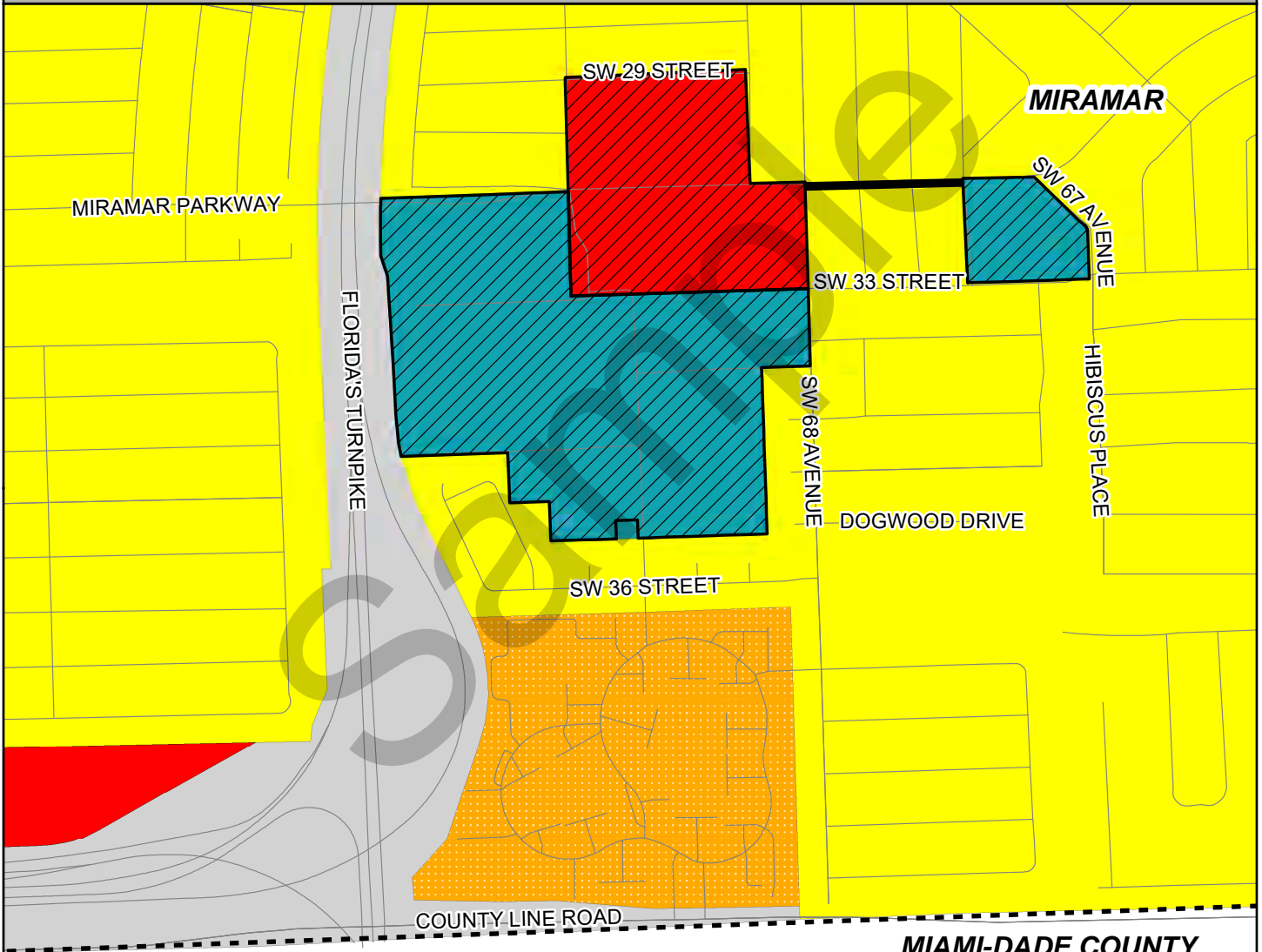
**MIAMI-DADE
COUNTY**










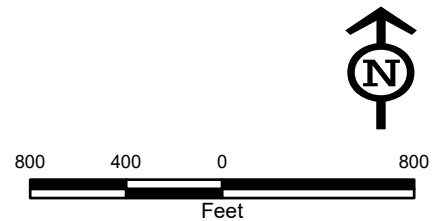
MAP 2
BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
CURRENT FUTURE LAND USE DESIGNATIONS
AMENDMENT PC 21-1

Current Land Uses: 59.1 acres of Community and 24.1 acres of Commerce

Gross Acres: Approximately 83.2 acres



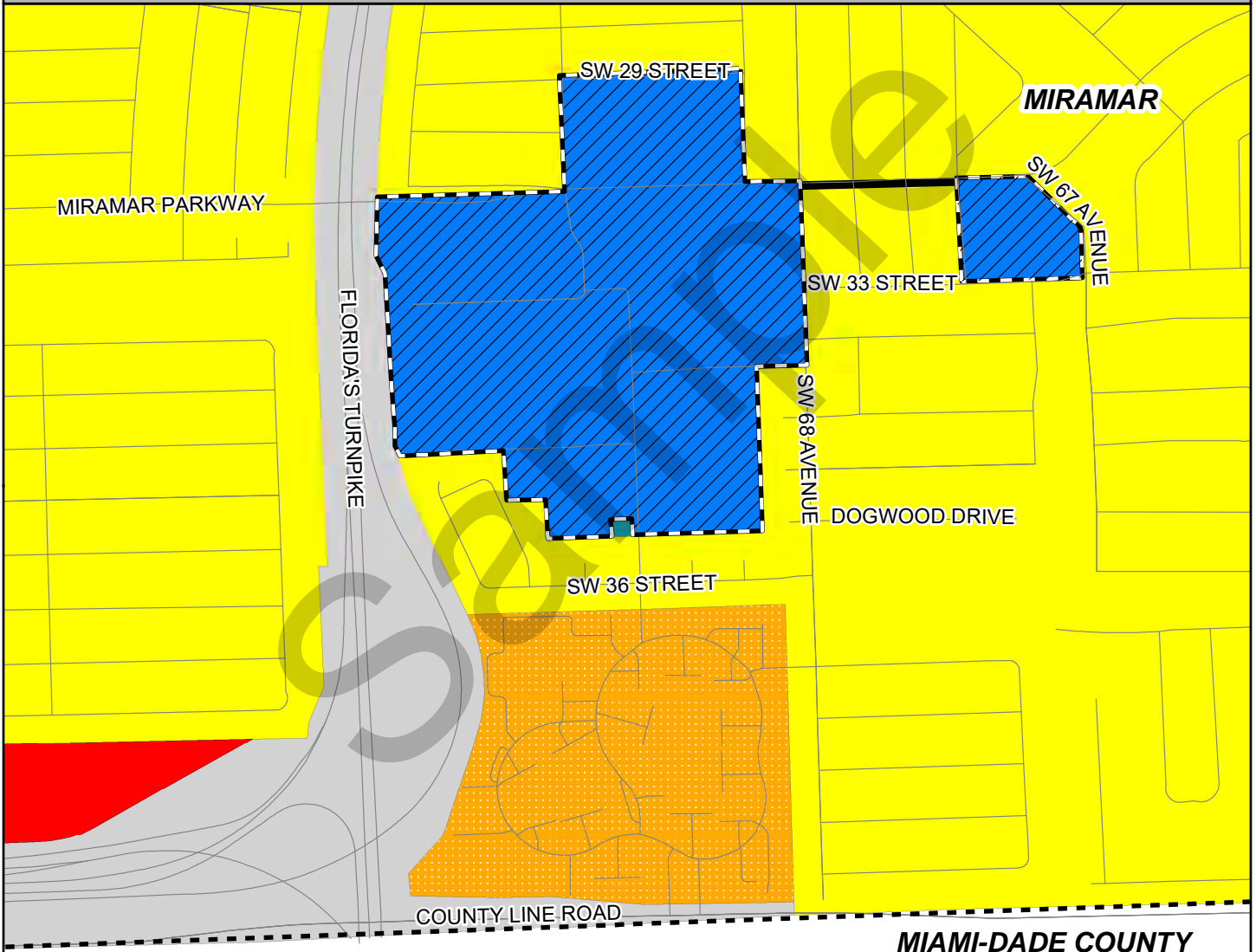
- | | |
|---|--|
|  Site |  Commerce |
|  Municipal Boundary |  Community |
|  Low (5) Residential |  Transportation |
|  Low-Medium (10) Residential | |











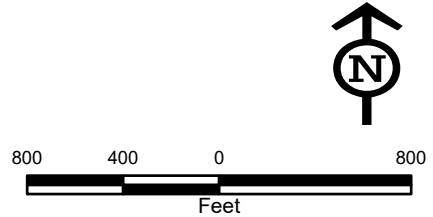
MAP 3
BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
PROPOSED FUTURE LAND USE DESIGNATIONS
AMENDMENT PC 21-1

Proposed Land Use: Activity Center

Gross Acres: Approximately 83.2 acres



- | | |
|---|---|
|  Site |  Commerce |
|  Municipal Boundary |  Community |
|  Low (5) Residential |  Activity Center |
|  Low-Medium (10) Residential |  Transportation |



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 21-1
(MIRAMAR)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Transmittal Recommendation

January 19, 2021

Planning Council staff finds the proposed amendment is generally consistent with the policies of the BrowardNext – Broward County Land Use Plan. Therefore, it is recommended that the proposed amendment be approved.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
- (2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- (3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- (6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.

In addition, if the Planning Council does not require a second Planning Council public hearing and the Broward County Land Use Plan amendment is adopted by the County Commission, this action by the Planning Council shall be considered the “conditional” recertification of the municipal land use plan amendment, which directly correlates to the referenced BCLUP amendment. The recertification will not be deemed effective until such time as the Planning Council Executive Director and Attorney determine that the municipality has fulfilled all application requirements for recertification of local land use plans, as outlined in the *Administrative Rules Document: BrowardNext*. The Planning Council Executive Director will issue a written letter of effectiveness to the municipality upon satisfaction of the same.

RECOMMENDATIONS/ACTIONS (continued)

DATE

II. Planning Council Transmittal Recommendation

January 28, 2021

Approval per Planning Council staff transmittal recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous: 17-0; Blackwelder, Breslau, Brunson, Castillo, Fernandez, Gomez, Good, Graham, Grosso, Hardin, Maxey, Railey, Rich, Rosenof, Ryan, Williams and DiGiorgio)

III. County Commission Transmittal Recommendation

March 9, 2021

Approval per Planning Council transmittal recommendation.

Sample

SECTION II
AMENDMENT REPORT
PROPOSED AMENDMENT PC 21-1

INTRODUCTION AND APPLICANT'S RATIONALE

- I. Municipality: Miramar
- II. County Commission District: District 8
- III. Site Characteristics
- A. Size: Approximately 83.2 acres
- B. Location: In Section 26, Township 51 South, Range 41 East; generally located on both sides of Miramar Parkway, between Florida's Turnpike and Hibiscus Place/Southwest 67 Avenue.
- C. Existing Uses: Retail, municipal facilities, educational facilities, park and recreation.
- IV. Broward County Land Use Plan (BCLUP) Designations
- A. Current Designations: 59.1 acres of Community
24.1 acres of Commerce
- B. Proposed Designation: Activity Center consisting of:
450 multi-family dwelling units
300,000 square feet of commercial uses
276,000 square feet of public school uses
200,000 square feet of office uses
160,000 square feet of municipal facility uses
10.23 acres of recreation and open space uses
- C. Estimated Net Effect: **Addition** of 450 dwelling units
Addition of 59,000 square feet of commercial uses
Addition of 200,000 square feet of office use
Addition of 10.23 acres of recreation and open space uses
Reduction of 155,000 square feet of community uses

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

V. Existing Uses and BCLUP Designations Adjacent to the Amendment Area

- A. *Existing Uses:*
 - North:* Single-family and multi-family residential
 - East:* Single-family and multi-family residential
 - South:* Single-family residential
 - West:* Single-family residential and Florida's Turnpike

- B. *Planned Uses:*
 - North:* Low (5) Residential
 - East:* Low (5) Residential
 - South:* Community and Low (5) Residential
 - West:* Low (5) Residential and Transportation

VI. Applicant/Petitioner

- A. *Applicant:* City of Miramar

- B. *Agent:* City of Miramar

- C. *Property Owners:* There are numerous property owners within the subject area.

VII. Recommendation of Local Governing Body:

The City of Miramar recommends approval of the proposed amendment.

VIII. Applicant's Rationale

The applicant states: "Bordered by U.S. 441/State Road 7 on the east, Pembroke Road on the north, University Drive on the west, and the Broward County Line on the south, Historic Miramar encompasses the City's most mature and established neighborhoods, some dating back to even before the City's incorporation in 1955. In the mid-2000s, the City's development growth significantly expanded beyond Palm Avenue and the City Hall was relocated in the newly developed Miramar Town Center. As a result, the area started experiencing economic decline and disinvestment, which were further exacerbated by the Great Recession and aging infrastructure. As a counterweight to these forces, and in order to set the stage for redevelopment and increase the area's competitiveness, the City began investing significant resources in the area, including \$230 million in capital improvements. Drawing from the City's 2017-2021 Economic Development Action Plan (EDAP), a customized Neighboring Revitalization Strategic Plan (Plan) is nearing completion, which provides a compendium of specific place- and people-based strategies for the revitalization of Historic Miramar.

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

VIII. Applicant's Rationale (continued)

The site of the proposed Miramar Innovation and Technology Activity Center (amendment area) is located in the heart of Historic Miramar and is one of four catalytic sites identified in the Plan to lead in the revitalization efforts for the area. The amendment area is envisioned as a walkable urban center with a synergistic mix of housing, employment, retail, and cultural and educational clusters, with a primary orientation toward a multimodal transportation. The goal is to transform the area into a true innovation district where leading-edge anchor institutions and companies can cluster and connect with start-ups, business incubators and accelerators to: (1) co-invent and co-produce new discoveries for the market; (2) expand employment and educational opportunities to the area's low- and moderate-income residents; and (3) achieve denser residential and employment patterns.

The amendment area includes multiple parcels under both private and public ownerships, featuring a hodgepodge of land use designations (Commercial, Institutional & Public Facilities and Recreation & Open Space). Taken together or separately, these designations do not offer the regulatory framework needed to carry out the vision articulated in the plan for the area. As a result, the City is amending its Comprehensive Plan, the City Future Land Use Map, as well as the Broward County Land Use Plan, to create a new land use designation for the amendment area, which is proposed to be called Miramar Innovation and Technology Activity Center, or simply MITAC. The Activity Center designation will provide more flexibility for the City and property owners to create an economically productive and socially inclusive walkable urban center.”

SECTION III
AMENDMENT REPORT
PROPOSED AMENDMENT PC 21-1

REVIEW OF PUBLIC FACILITIES AND SERVICES

I. Potable Water/Sanitary Sewer/Solid Waste/Drainage/Parks & Open Space

Adequate potable water facility capacity and supply, sanitary sewer facility capacity, drainage and solid waste services, and park and open space acreage will be available to serve the proposed land use. See Attachment 1.

The City of Miramar currently has 868.22 acres in its parks and open space inventory, which includes the 10.23 acres which will be preserved by this proposed amendment. The City has partnered with the School Board of Broward County to allow the City to transfer recreational activities and improve the park and open space acreage within the amendment area. See Attachment 9.

Regarding the long-range planning horizon for potable water supply, it is noted that the City of Miramar adopted its 10-year Water Supply Facilities Work Plan on May 20, 2015.

II. Transportation and Mobility

The proposed amendment from the Commerce and Community land use designations to establish the Miramar Information and Technology Activity Center is projected to **increase** the net number of p.m. peak hour vehicle trips on the regional transportation network at the long term-planning horizon by approximately 13 p.m. peak hour trips. However, the increase of p.m. peak hour trips to the roadway network results in no segment being significantly impacted greater than three (3) percent or degrading a level of service from acceptable to unacceptable; therefore, per Policy 2.14.9, no significant or adverse impacts to the regional transportation network are projected. See Attachment 2. Planning Council staff notes that the Activity Center land use designation reflects a mixed-use development pattern more supportive of transit and internalized traffic patterns. Therefore, a standard 7% credit for such transit/internalized traffic patterns within these designations is applied to the transportation analysis.

Planning Council staff notes the following roadway levels of service for informational purposes only:

- **Miramar Parkway**, between University Drive and State Road 7, which is projected to operate at an unacceptable level of service (LOS) "F," with or without the proposed amendment; and
- **Southwest 68 Avenue**, between Pembroke Road and County Line Road, which is projected to operate at an acceptable LOS "D," or without the proposed amendment.

REVIEW OF PUBLIC FACILITIES AND SERVICES (continued)

II. Transportation and Mobility (continued)

The Broward County Transit Division (BCT) report states that current and planned transit fixed-route county service, as well as community shuttle service, is provided within a quarter mile of the proposed amendment area. In addition, the BCT report identifies planned Penny Surtax transit improvements to the county routes serving the amendment area, including shorter headways and increased span of service. Further, the BCT staff recommends that any proposed development be designed to provide safe movement for pedestrians and bicycles, including transit connectivity to the existing sidewalk/bicycle network and future bus stops. See Attachment 3.

The Broward County Planning and Development Management Division (PDMD) report identifies Miramar Parkway as the primary corridor providing connectivity to the proposed amendment area. The PDMD staff recommends that the City of Miramar consider extending dedicated bicycle lanes along Miramar Parkway, east of Southwest 68 Avenue. The PDMD report also notes that redevelopment within the amendment area should be designed to include safe and convenient connections to the surrounding transportation network and recommends that amenities such as pedestrian-scale lighting, shade trees, bicycle racks/lockers and bicycle repair stations be considered as well as provision of electric vehicle charging stations. See Attachment 4.

The City has committed to incorporate ADA-compliant pedestrian and bicycle paths, as well as greenways, to accomplish fully connected routes to all destinations within the amendment area. See Attachment 5.

III. Public Schools

The School Board of Broward County staff report states that the proposed amendment would generate 193 additional students into Broward County Public Schools, consisting of 87 elementary school students, 51 middle school students and 55 high school students. The report further states that Miramar and Annabel C. Perry Elementary, New Renaissance Middle and Miramar High schools are all under-enrolled in the 2019-2020 school year and are anticipated to operate below the adopted level of service (LOS) of the higher of 100% of gross capacity or 110% of permanent capacity through the 2021-2022 school year. In addition, the School Board report indicates that there is one (1) charter school located within a two-mile radius of the proposed amendment area. See Attachment 6.

The School Board report indicates that there are no planned improvements which increase the capacities of the affected elementary, middle and high schools in the currently adopted 5-year or 10-year School Board District Educational Facilities Plans. See Attachment 6.

REVIEW OF PUBLIC FACILITIES AND SERVICES (continued)

III. Public Schools (continued)

Based on the School District's Seven Long Range Planning Areas, the proposed amendment is located within School District Planning Area "F," which is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area. The residential dwelling units will be subject to a public school concurrency review at the plat or site plan phase of development review, whichever comes first. See Attachment 6.

Sample

SECTION IV
AMENDMENT REPORT
PROPOSED AMENDMENT PC 21-1

REVIEW OF NATURAL RESOURCES

I. Designated Protected/Regulated Areas

The Broward County Environmental Protection and Growth Management Department (EPGMD) report indicates that the proposed amendment area does not contain Natural Resource Areas, Local Areas of Particular Concern, Urban Wilderness Inventory sites, or Protected Natural Lands within its boundaries. See Attachment 7.

II. Wetlands

The EPGMD report indicates that the proposed amendment area does not contain wetlands within its boundaries. See Attachment 7.

III. Sea Level Rise

The EPGMD report indicates that the proposed amendment site does not contain, fall within, or overlap with an area for planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. See Attachment 7.

IV. Other Natural Resources

The EPGMD report states that the subject area contains mature tree canopy. Development of the site must comply with the tree preservation regulations of the City of Miramar. The applicant is required to minimize the number of trees to be removed by incorporating suitable existing trees in the site plan design. If trees cannot be incorporated into the site plan in their current location, the applicant is required to relocate suitable trees. Any trees permitted for removal must be replaced. If the above requirements are adhered to, the proposed land use designation is not expected to have a negative impact on upland resources. It is further noted that development of the proposed amendment area should be coordinated with the NatureScape Broward Program for guidance in development of any related landscaping plans. See Attachment 7.

The EPGMD report indicates that the proposed amendment area is within wellfield zones of influence zones 1, 2 and 3. Special restrictions apply under Broward County's Wellfield Protection regulations for zones 1 and 2 regarding handling, storing, using or generating any materials with regulated substances; however, no special restrictions apply to zone 3. See Attachment 7. The City has stated that no development activity will be permitted in the amendment area which would require the handling, storing, using or generating of any materials with regulated substances. See Attachment 5.

REVIEW OF NATURAL RESOURCES (continued)

V. Historical/Cultural Resources

The Broward County Planning and Development Management Division (PDMD) report states that the proposed amendment will not adversely impact any known historical or archaeological resources or areas of archaeological or paleontological sensitivity. The PDMD staff recommends that known resources be evaluated for local significance such as the Miramar Water Tower (located within the amendment area) and the Miramar Oaks Site and Miramar Oaks North Site, both of which are located within one-half mile outside of the amendment area. Further, the PDMD staff report notes that the amendment area is located outside the jurisdiction of the Broward County Historic Preservation Ordinance, therefore, the City oversees project compliance with local historic preservation regulations. See Attachment 4.

The City has indicated that the Miramar Water Tower is an integral part of Historic Miramar and will not be affected by the redevelopment of the amendment area. Any other resource that may be deemed historically significant will also be preserved to the best extent possible. See Attachment 5.

Sample

SECTION V
AMENDMENT REPORT
PROPOSED AMENDMENT PC 21-1

OTHER PLANNING CONSIDERATIONS/INFORMATION

I. Affordable Housing

The proposed land use plan amendment is subject to Broward County Land Use Plan (BCLUP) Policy 2.16.2, as it proposes 450 dwelling units to be permitted by the BCLUP. Since the proposed amendment is to establish a new activity center, Policies 2.4.6 and 2.4.7 are also applicable.

The City of Miramar has incorporated language into the proposed land use plan text amendment, PCT 21-1, reiterating its commitment to set aside at least 15% (i.e. 67 dwelling units) of the proposed 450 dwelling units as affordable housing units at the “moderate-income” level (up to 120% of median income) for a period of 30 years, subject to a legally enforceable mechanism. See Attachment 1 of corresponding text amendment PCT 21-1. The Broward County Planning and Development Management Division (PDMD) staff has determined that the proposed amendment meets the requirements of BCLUP Policy 2.16.2 and Article 5.4 of the *Administrative Rules Document: BrowardNext* and is generally consistent with BCLUP Policies 2.4.6 and 2.4.7 which address affordable housing provisions for proposed new or revised Activity Centers. See Attachment 4.

II. BrowardNext - Broward County Land Use Plan Policies

The proposed amendment is found to be generally consistent with the policies of the BrowardNext- Broward County Land Use Plan. In addition, the proposed amendment has been evaluated for consistency and compliance with the policies of the BCLUP regarding activity centers. See Attachment 8.

III. Other Pertinent Information

The City of Miramar conducted several community outreach meetings to present the proposed plan to the neighboring residents and other interested stakeholders such as the Historic Miramar Advisory Board. See Attachment 9 for a detailed summary of the virtual, in-person and amendment area meetings and tours.

Regarding public notification, Broward County Planning Council staff sent approximately 433 courtesy notices to all property owners within the land use plan amendment boundaries, as well as within 300 feet of the boundaries.

Update: January 28, 2021: Correspondence from an interested party has been received regarding the proposed amendment. See Attachment 12.

SECTION VI
AMENDMENT REPORT
PROPOSED AMENDMENT PC 21-1

PLANNING ANALYSIS

The City of Miramar is proposing to establish the Miramar Innovation and Technology Activity Center consisting of 450 multi-family dwelling units, 300,000 square feet of commercial uses, 276,000 square feet of public school uses, 200,000 square feet of office uses, 160,000 square feet of municipal facility uses and 10.23 acres of recreation and open space. The proposed Activity Center is primarily surrounded by single-family residential including pockets of multi-family uses to the north, east and south and abuts Florida's Turnpike to the west. The proposed Activity Center is located within Historic Miramar, an area that the City has been actively revitalizing and envisions as a walkable urban center with a mix of housing, employment, retail, and cultural and educational clusters, with a primary orientation toward multi-modal transportation. The City's goal is to transform the area into an innovation district where leading-edge anchor institutions and companies can connect with start-ups and business incubators to co-invent and co-produce new discoveries for the market, expand employment and educational opportunities and achieve higher density residential and employment patterns.

In addition, the City is partnering with Broward County Transit to include a transit hub in the proposed amendment area. This transit hub would increase overall transit ridership and mobility, while supporting economic opportunities and enhancing both resident's and student's commutes. The City has also partnered with the School Board of Broward County to allow the City to transfer recreational activities from the Wellman Field to the underutilized 7.8-acre football field of the Henry D. Perry Education Center, as well as make improvements. See Attachment 9.

Planning Council staff review indicates that the amendment is generally consistent with the Broward County Land Use Plan (BCLUP) policies concerning the Activity Center designation, noting the area proposes a mix of residential, community, office and commerce uses along a primary transportation corridor with several multi-modal transportation opportunities.

Planning Council staff's analysis also finds that adequate **potable water plant capacity and supply, sanitary sewer, drainage, and solid waste capacity and park acreage** will be available to serve the proposed land use. In addition, staff's analysis finds that the proposed amendment is not projected to significantly or adversely impact the operating conditions of the **regional transportation network**. See Attachment 2.

Regarding impacts to **natural resources**, the Broward County Environmental Protection and Growth Management Department (EPGMD) report indicates that the proposed amendment area is within wellfield zones of influence zones 1, 2 and 3. See Attachment 7. The City has stated that no development activity will be permitted in the amendment area which would require the handling, storing, using or generating of any materials with regulated substances. See Attachment 5.

PLANNING ANALYSIS (continued)

Regarding impacts to **historical resources**, the Broward County Planning and Development Management Division (PDMD) staff recommends that known resources be evaluated for local significance such as the Miramar Water Tower (located within the amendment area) and the Miramar Oaks Site and Miramar Oaks North Site, both of which are located within one-half mile outside of the amendment area. See Attachment 4. The City has indicated that the Miramar Water Tower is an integral part of Historic Miramar and will not be affected by the redevelopment of the amendment area. Any other resource that may be deemed historically significant will also be preserved to the best extent possible. See Attachment 5.

Concerning impacts to **public schools**, the Broward County School Board staff report states that the proposed amendment would generate 193 additional students into Broward County Public Schools, consisting of 87 elementary school students, 51 middle school students and 55 high school students. Based on the School District's Seven Long Range Planning Areas, the amendment is located within School District Planning Area "F," which is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area. See Attachment 6.

Regarding **affordable housing**, the proposed amendment is subject to BCLUP Policy 2.16.2, as it proposes 450 dwelling units to be permitted by the BCLUP. Since the proposed amendment is to establish a new activity center, Policies 2.4.6 and 2.4.7 are also applicable. The City of Miramar has committed to set aside at least 15% (i.e. 67 dwelling units) of the proposed 450 dwelling units as affordable housing units at the "moderate-income" level (up to 120% of median income) for a period of 30 years, subject to a legally enforceable mechanism. See Attachment 1 of corresponding text amendment PCT 21-1. The PDMD staff has determined that the proposed amendment meets the requirements of BCLUP Policy 2.16.2 and Article 5.4 of the *Administrative Rules Document: BrowardNext* and is generally consistent with BCLUP Policies 2.4.6 and 2.4.7 which address affordable housing provisions for proposed new or revised Activity Centers. See Attachment 4.

In conclusion, Planning Council staff finds that the proposed amendment is generally consistent with the policies of the BrowardNext - Broward County Land Use Plan, as the area proposes a mix of residential and non-residential uses that will be served by access to transportation and transit options, as well as lay the groundwork for economic opportunities, while maintaining and promoting educational resources. Therefore, it is recommended that the proposed amendment be approved.

SECTION VII
AMENDMENT REPORT
PROPOSED AMENDMENT PC 21-1

ATTACHMENTS

1. Broward County Planning Council Supplemental Report of December 2020
2. Broward County Planning Council Traffic Analysis of December 16, 2020
3. Broward County Transit Division Report of September 3, 2020
4. Broward County Planning and Development Management Division Report of January 5, 2021
5. Correspondence from Nixon Lebrun, AICP, CFM, Development and Capital Management Coordinator, Community and Economic Development Department, City of Miramar, to Leny Huaman, Planner, Broward County Planning Council, dated November 10, 2020
6. School Board of Broward County Consistency Review Report of October 13, 2020
7. Broward County Environmental Protection and Growth Management Department Report dated December 29, 2020
8.
 - A. BrowardNext - Broward County Land Use Plan Policies, "Activity Center," Planning Council Staff Review Comments
 - B. Map – Amendment area within ¼ mile of transit routes
 - C. City of Miramar Adopted Future Land Use Element Excerpt
9. Correspondence from Eric B. Silva, Director, Community and Economic Development Department, City of Miramar, to Barbara Blake Boy, Executive Director, Broward County Planning Council, dated December 15, 2020
10. Broward County Parks and Recreation Division Report of September 21, 2020
11. Broward County Water Management Division Report of August 25, 2020

Update: January 28, 2021:

12. Email correspondence from Wayne Ramnarine, Resident, City of Miramar, to Barbara Blake Boy, Executive Director, Broward County Planning Council, dated January 25, 2021

ATTACHMENT 1

BROWARD COUNTY PLANNING COUNCIL SUPPLEMENTAL REPORT PUBLIC SERVICES AND FACILITIES

BROWARD COUNTY LAND USE PLAN AMENDMENT NUMBER PC 21-1

Prepared: December 2020

POTABLE WATER

The proposed amendment area will be served by the Miramar East Water Treatment Plant, which has a current capacity of 5.7 million gallons per day (mgd), with a proposed future expansion to 6.0 mgd. The current and committed demand on the treatment plant is 3.7 mgd, with 2.0 mgd available. The wellfield serving the amendment area has a permitted withdrawal of 5.0 mgd, with 1.3 mgd available, which expires on March 14, 2036. The proposed amendment will result in a net increase of 0.17 mgd on the projected demand for potable water. Planning Council staff utilized a level of service of 325 gallons per day (gpd) per dwelling unit, 0.2 gpd per square foot for office and community uses and 0.1 gpd per square foot for commercial uses. Sufficient potable water supply and treatment capacity will be available to serve the proposed amendment area.

SANITARY SEWER

The proposed amendment area will be served by the Miramar Wastewater Reclamation Facility, which has a current capacity of 12.7 mgd, with a proposed future expansion to 16.0 mgd. The City of Miramar also has a large user agreement with the City of Hollywood for 1.5 mgd of additional capacity at the Hollywood Southern Regional Wastewater Treatment Plant, for a combined capacity of 14.2 mgd. The current and committed demand on the treatment plants is 11.1 mgd, with 3.1 mgd available. The proposed amendment will result in a net increase of 0.16 mgd on the projected demand for sanitary sewer. Planning Council staff utilized a level of service of 300 gpd per dwelling unit, 0.2 gpd per square foot for office and community uses and 0.1 gpd per square foot for commercial uses. Sufficient sanitary sewer capacity will be available to serve the proposed amendment area.

SOLID WASTE

The proposed amendment area will be served by the Wheelabrator Waste to Energy Facility, which has a current capacity of 821,250 tons per year (TPY) and a current and committed demand of 547,500 TPY, with 273,750 TPY available. Yard waste, recovered materials and construction and demolition debris are sent to the Oaks Road facility located in the Town of Davie, which has a capacity of 11,000 cubic yards per day. Any residual waste is sent to the JED/OMNI Landfill in Saint Cloud, Florida, which has a current capacity of 81.7 million cubic yards and a current demand of 22.5 million cubic yards. The proposed amendment will result in a net increase of 12,405 pounds (lbs.) per day (6.2 tons per day) on the projected demand for solid waste. Planning Council staff utilized a level of service of 8.9 lbs. per day per dwelling unit, 5 lbs. per 100 square foot per day for commercial uses and 1 lb. per 100 square foot per day for office and community uses. Sufficient solid waste capacity will be available to serve the proposed amendment area.

DRAINAGE

The proposed amendment area is located within the C-9 East Drainage Basin and under the jurisdiction of Broward County Environmental Protection and Growth Management Department (EPGMD). A surface water management license from EPGMD will be required prior to any construction.

PARKS AND OPEN SPACE

The City of Miramar has 868.22 acres in its parks and open space inventory, which includes the 10.23 acres proposed by this amendment. The 2045 projected population (153,145) requires approximately 459.44 acres to meet the Broward County Land Use Plan (BCLUP) community parks acreage requirement of 3 acres per one thousand persons population. The proposed land use amendment will result in an increase of 4.4 acres on the projected demand for local parks. The City of Miramar continues to meet the community parks acreage requirement of the BCLUP of 3 acres per one thousand persons population.

ATTACHMENT 2

TRAFFIC ANALYSIS

PC 21-1

Prepared: December 16, 2020

INTRODUCTORY INFORMATION

Jurisdiction: City of Miramar
Size: Approximately 83.2 acres

TRIPS ANALYSIS

Potential Trips – Current Land Use Designations

Current Designations: 59.1 acres of Community
24.1 acres of Commerce
Potential Development: 591,000 square feet of community uses
241,000 square feet of commercial uses
Trip Generation Rates: “ITE Equation (733) Government Office Complex”*
“ITE Equation (820) Shopping Center”
Total P.M. Peak Hour Trips: $2,122 + 1,063 = 3,185$ peak hour trips

Potential Trips – Proposed Land Use Designation

Proposed Designation: Activity Center
Potential Development: 450 multi-family dwelling units
300,000 square feet of commercial uses
276,000 square feet of public school uses**
200,000 square feet of office uses
160,000 square feet of municipal facility uses**
10.23 acres minimum of recreation and open space
Trip Generation Rates: “ITE Equation (220) Multifamily Housing (Lowrise)”
“ITE Equation (820) Shopping Center”
“ITE Equation (733) Government Office Complex”**
“ITE Equation (710) General Office Building”
“ITE Equation (411) Public Park”
Total P.M. Peak Hour Trips: $280 + 1,175 + 1,456 + 265 + 22 = 3,198$ peak hour trips***

Net P.M. Peak Hour Trips + 13 peak hour trips

PLANNING COMMENTS

The proposed amendment is projected to increase traffic on the regional transportation network by approximately 13 p.m. peak hour trips at the long-range planning horizon. However, the increase of p.m. peak hour trips to the roadway network results in no segment being significantly impacted greater than three (3) percent or degrading a level of service from acceptable to unacceptable; therefore, per Policy 2.14.9, no significant or adverse impacts to the regional transportation network are projected.

Notes:

*Institute of Transportation Engineers (ITE) traffic generation equations from "Trip Generation - Tenth Edition," the professionally accepted methodology for estimating the number of vehicle trips likely to be generated by a particular land use.

**For this traffic analysis, the Trip Generation Rate of ITE Equation (733) Government Office Complex was utilized for both the public school and municipal facility uses.

***Reflects an internal capture rate of 7% consistent with the ITE guidelines.

Sample



Transportation Department

TRANSIT DIVISION- Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

VIA EMAIL

September 3, 2020

Leny R. Huaman
 Planner
 Broward County Planning Council
 115 South Andrews Ave, Room 307
 Fort Lauderdale, FL 33301



RE: PC & PCT 21-1 – Miramar Innovation and Technology Activity Center LUPA

Dear Ms. Huaman:

Broward County Transit (BCT) has reviewed your correspondence dated August 20, 2020 regarding the Land Use Plan Amendment (LUPA) of the Miramar Innovation and Technology Activity Center in the City of Miramar for current and planned transit service. The current transit service provided within a quarter mile of the amendment site is limited to BCT Route 28 and the City of Miramar Community Shuttle Green Route and Yellow Route. Please refer to the following table for detailed information.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M	SERVICE FREQUENCY
28	Weekday Saturday Sunday	5:35a – 11:58a 5:35a – 11:58p 8:25a – 9:22p	30 minutes 30 minutes 41 minutes
Miramar Community Shuttle Green Route (BCT Route 704)	Weekday	6:30a – 6:30p	65-80 minutes
Miramar Community Shuttle Yellow Route (BCT Route 702)	Weekday	7:00a – 7:00p	72-74 minutes

BCT can accommodate additional transit demand, as described in the Mass Transit Analysis, with planned fixed route bus service to the amendment site.

As part of the 30 year, one-cent surtax for transportation, BCT will be implementing a number of fixed route bus improvements, including shorter headways and increased span of service on weekdays and weekends, for BCT Route 28. Planned improvements within the next 10-



Transportation Department

TRANSIT DIVISION- Service and Capital Planning

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years of the surtax plan include the truncation of the western segment of Route 28 at Miramar Town Center and the discontinuation of segments to be served by a realigned Route 23.

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

BCT has no objections to this LUPA but recommends that any proposed development on the amendment site be designed to provide safe movement for pedestrians and bicycles including transit connectivity between the existing sidewalk / bicycle network and proposed future bus stops.

Please feel free to call me at 954-357-8387 or email me at Dimunoz@broward.org if you require any additional information or clarification on this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Diego B. Munoz".

Diego B. Munoz
Service Planner
Service and Strategic Planning

ATTACHMENT 4

Environmental Protection and Growth Management Department

PLANNING AND DEVELOPMENT MANAGEMENT DIVISION

115 S. Andrews Avenue, Room 329K • Fort Lauderdale, Florida 33301 • 954-357-6634 • FAX 954-357-8655

DATE: January 5, 2021**TO:** Barbara Blake Boy, Executive Director
Broward County Planning Council**FROM:** Josie P. Sesodia, AICP, Director
Planning and Development Management Division

A handwritten signature in blue ink that reads "Josie P. Sesodia".

SUBJECT: Broward County Land Use Plan
*Review of Proposed **Revised** Amendment – Miramar PC/PCT 21-1*

The Broward County Planning and Development Management Division (PDMD) staff reviewed proposed revised amendment PC 21-1. The subject site is located in Miramar involving approximately 83.2 acres. The amendment proposes:

Current Designations: 59.1 acres of Community
 24.1 acres of Commerce

Proposed Designation: Activity Center consisting of:
 450 multi-family dwelling units
 300,000 square feet of commercial uses
 276,000 square feet of public school uses
 200,000 square feet of office uses
 160,000 square feet of municipal facility uses
 10.23 acres of open space recreation

Estimated Net Effect: Addition of 450 dwelling units
 Addition of 200,000 square feet of office use
 Addition of 159,000 square feet of commercial uses
 Addition of 10.23 acres of open space use
 Reduction of 155,000 square feet of community uses

Item 7 – Analysis of Natural and Historic Resources

- A. Based on the available information including archival documents, maps, the Broward County Land Use Plan and the Florida Master Site File (FMSF), the County's archaeological consultant determined that the proposed project will not adversely impact any known historical or archaeological resources or areas of archaeological or paleontological sensitivity of national concern. However, it is recommended known resources be evaluated for local significance.
- B. Comments and recommendations pertaining to this land use plan amendment for historic/archaeological resources:
1. The 66 structures and two resource groups identified by the FMSF within 1,000 feet are all evaluated as Not Eligible for the NRHP by the State Historic Preservation Office (SHPO).

Barbara Blake-Boy, Broward County Planning Council

PC/PCT 21-2

Page 2

January 5, 2021

However, these sites have not been evaluated for local significance and the municipality may consider reviewing these resources.

2. Miramar Water Tower (BD04211) is within the Amendment Area. It is recommended this resource be evaluated for local significance prior to development and/or redevelopment.
3. The Application to Amend the City of Miramar Land Use Plan and the Broward County Land Use Plan identifies two Local Areas of Particular Concern with the BCLUP, Miramar Oaks site (BD01867) and Miramar Oaks North Site (BD02112). These sites are within one half mile of the Amendment Area, but not within or adjacent to the Amendment Area.
4. The subject property is located within the City of Miramar outside jurisdiction of the Broward County historic preservation ordinance (B.C. Ord. 2014-32). The property owner / agent is advised to contact the municipality to seek project review for compliance with municipal historic preservation regulations.

Contact: Attn: Historic Preservation
Community and Economic Development
City of Miramar
2200 Civic Centre Place
Miramar, Florida 33025
Tel.: (954) 602-3254

- C. In the event that unmarked burials are discovered, then, pursuant to Florida State Statutes, Chapter 872.05, "all activity that may disturb the unmarked burial shall cease immediately, and the district medical examiner shall be notified. Such activity shall not resume unless specifically authorized by the district medical examiner or State Archaeologist."

Contact: Broward County Medical Examiner
5301 S.W. 31st Avenue
Fort Lauderdale, Florida 33312
Telephone: (954) 357-5200
Fax: (954) 327-6580
Email: Med_Exam_Trauma@broward.org
Website: <http://www.broward.org/MedicalExaminer>

Item 8 - Affordable Housing

The PDMD staff reviewed this application and determined that it meets the requirements of BCLUP Policies 2.16.2, 2.4.6, and 2.4.7 and Administrative Rules Document, Article 5.

Amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the Broward County Land Use Plan (BCLUP) are subject to the requirements of BCLUP Policy 2.16.2 and Article 5. Policy 2.16.2 requires the involved municipality to provide those professionally accepted methodologies, policies, and best available data and analysis, which the municipality has used to define affordable housing needs and solutions within the municipality. A total of zero (0) residential units are currently permitted under the existing Land Use Plan and **this request represents an increase of 450 dwelling units; therefore, Policy 2.16.2 applies to this project. Additionally, since the proposed project will be creating a new Activity Center, LUP Policies 2.4.6 and 2.4.7 also apply.**

Barbara Blake-Boy, Broward County Planning Council

PC/PCT 21-2

Page 3

January 5, 2021

According to the City of Miramar, the purpose of this amended application is to mitigate anticipated adverse impacts to the regional transportation network (i.e., SW 68th Avenue) by developing a transit hub and reducing the number of traffic trips.

A previously submitted LUPA application for this site was reviewed by PDMD staff who issued comments to the Planning Council on September 14, 2020. At that time, it was determined that the proposed residential component satisfied BCLUP Policy 2.16.2 through the City's affordable housing funding, programs and policies which encourage all income, mixed use housing, and alternative residential types within proposed developments.

It was further determined to be generally consistent with BCLUP Policies 2.4.6 and 2.4.7 which address affordable housing provisions for proposed new or revised Activity Centers, as the Proposed Text Amendment language provided for 15% of the total dwelling units in the Miramar Innovation and Technology Activity Center (MITAC) to be developed as affordable housing. Planning Council staff has confirmed that this voluntary commitment is still valid, as show in Attachment 1:

At least 67 (15%) of the multi-family dwelling units will be affordable at the "moderate-income" (up to 20% of the median income) level to achieve sufficient supply of affordable housing for a period of 30 years, subject to a legally enforceable mechanism.

Staff recommends that approval of this amended application be subject to the following:

- A) The proposed text amendment, as shown in Attachment 1, regarding the affordable housing voluntary commitment be included within the text amendment language for the new MITAC; and
- B) Execution and recordation of a legally enforceable agreement, deemed acceptable by the Broward County Attorney's Office, restricting 15 percent (or 67) of the dwelling units in the MITAC to affordable housing for a period of 30 years.

Item 11 – Redevelopment Analysis

The amendment site is not located within a Community Redevelopment Area.

Item 12 – Intergovernmental Coordination

The proposed amendment site is not adjacent to or in close proximity to any Broward County Unincorporated Area lands or County-owned facilities/property.

cc: Leonard Vialpando, Director, Environmental Protection and Growth Management Department
Ralph Stone, Director, Housing Finance and Community Redevelopment Division
Darby Delsalle, AICP, Assistant Director, Planning and Development Management Division
Sara Forelle, AICP, Planning Section Supervisor, Planning and Development Management Division
Susanne Carrano, Senior Planner, Planning and Development Management Division
Heather Cunniff, AICP, Senior Planner, Planning and Development Management Division
Richard Ferrer, Historic Preservation Officer, Planning and Development Management Division

JS/smc

An Affordable Housing Market Assessment in the City of Miramar, Florida

RECEIVED
4/15/2019

April 2, 2019



Report Commission

This report was commissioned in order to satisfy BrowardNext County Land Use Plan Policy 2.16.2

for a project that is proposed in the City of Miramar, Broward County, Florida. That policy requires that “For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the Broward County Land Use Plan, Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality’s chosen policies, methods, and programs to achieve and/or maintain a sufficient supply of affordable housing.”

The City of Miramar has adopted a Comprehensive Plan pursuant to Rule 9J-5.010 of the Florida Administrative Code. Within that adoption document, the City has included a Housing Element that sets forth certain goals, objectives, and policies that are supported through a companion Support Document.

As part of a land use plan amendment application, the Broward County Planning Council requires interim updates of the existing supply and demand for affordable housing and the strategies to be utilized to meet the expected needs.

This report estimates the current (2017) demand and projects (to 2023) the future demand for various housing needs.

The report relies on various public and subscription sources of information regarding demographic, economic, market, and housing data that is referenced throughout the report.



Report Summary

Using the Broward County Planning Council's *Recommended Methodology For Supply and Demand Analysis For Broward County's Affordable Housing Market* (the "methodology"), the City of Miramar has a current surplus of affordable housing in the Low-and Moderate-Income home ownership bands, but home ownership in the Very-low Income band has a deficit.

Likewise, a deficit currently exists in the Very Low-Income band for renters, but other categories have a surplus. By 2023, the City is projected to continue to have surpluses in the Low- and Moderate- Income home ownership bands and the deficit in the Very Low-Income band will decrease.

The methodology demonstrates that rental properties for those at the Very Low Income band are currently in short supply, that demand for these properties will increase while the supply declines, and the gap is worsened. Rental properties in the Low-income Band (80% of Median Household Income) and Moderate-income Band (120% of Median Household Income) will continue to have a surplus by 2023.

Increasing the availability of housing supply will help to make all housing more affordable.

Methodology

This study examines current housing conditions within the City of Miramar, Florida (“the City”), which is generally stated for calendar years 2017/2018 (the latest U.S. Census Bureau American Community Survey data available (CY2017) and the supplemental data source from Esri (CY2018)) and projected to calendar year 2023 using Esri demographic forecasts available for that year.

The Broward County Planning Council engaged Meridian Appraisal Group (MAG) to recommend a methodology for analyzing supply and demand of housing needs throughout Broward County. MAG developed their methodology utilizing published data from the U.S. Census Bureau’s American Community Survey (ACS). This ACS data is available for each municipality in Broward County. The methodology does not describe what methods to use to forecast out the five years required under the Planning Council’s rules. In order to forecast out to the year 2023, we used Esri’s Community Analyst/Business Analyst databases that provide this information using their sources and methods. The MAG methodology is particularly sensitive to Median Household Income and housing stock forecasts. We believe Esri’s forecasts to be reliable and very up-to-date. Median Household Income (MHI) provides the basis for several benchmarks and assumptions. This number is parsed into three bands: Very Low Income (50% of the MHI); Low Income (50.1% to 80% of MHI); and Moderate Income (80.1% to 120% of MHI). All data used is initially derived from updates to information provided by the 2010 Census.

Estimates and Projections of Population, Median Household Income, And Housing Units

The 2017 ACS data for the City of Miramar and the Esri estimates for 2018 and its forecasts for 2023 are summarized below:

	2017 ACS Estimates	2018 Esri Estimates	2023 Esri Forecasts
Population	133,741	134,119	141,918
Median Household Income	66,560	67,012	76,406
Housing Units, Total	43,295	42,737	44,578
Housing Units, Occupied	39,608	40,816	43,043

The Broward County Property Appraiser (BCPA) notes that for 2018 there were 41,817 residential dwelling units being assessed for fire protection services¹. Added to this number are dwelling or residential units not assessed or assessed through the mixed use/special use category utilized by BCPA. This is their estimate as of January 1, 2018, which is less than the ACS estimate collection date in 2017, but, considering the mixed-use residential units not separately enumerated, is consistent. The 2018 Esri estimates of housing units were for a year later and are based upon the ACS 2017 survey, plus Esri's forecasting methodology². We believe the Esri estimates to be accurate for 2018 for the

¹ Broward County Property Appraiser's Office web link:

<http://www.bcpa.net/Includes/Downloads/2018/FinalFireSummaries/2018%20Final%20Miramar%20Fire%20Recap.pdf>

² Esri is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications. Esri provides subscriptions to various database information they maintain for their GIS software. Some of those databases contain forecasts based upon proprietary methodology developed and maintained by Esri. Housing units are forecasted by Esri using "...[the] recorded change in the housing inventory...culled from several data sources, including multiple construction data inputs from Metrostudy, data for new manufactured homes placed by state from the Census Bureau, and building permits for permit-issuing places and counties. Numerous independent sources are leveraged to obtain detailed information on housing development data where no building permits exist. Independent estimates of change in occupancy are calculated from USPS residential lists, the American Community Survey, and various state and local data sources. Additionally, data from the Current

estimated number of housing units for the purposes of this report. The addition of the proposed development would increase the supply of housing. ***In the absence of this additional supply, housing costs would likely increase across most affordability bands than if the housing were not constructed.***

Population Survey and the Housing Vacancy Survey from the Census Bureau is used to model trends in occupancy.” Methodology Statement: 2018/2023 Esri US Demographic Updates, June 2018

Sample

Affordable Housing Criteria

The Broward County Land Development Code §5-201 defines Affordable Housing as “Housing for which monthly rents or monthly mortgage payments (including taxes and insurance) do not exceed 30 percent of an amount representing the percentage (very low = 50%; low = 80%; moderate =120%) of the median income limits, as published by the U.S. Department of Housing and Urban Development, adjusted for family size for the households.”

Using the ACS and Esri data and applying that data to the MAG supply and demand model, the “Gap” analysis provided the following estimates of supply, demand, and differences:

Gap Analysis, Meridian Appraisal Group Model Utilizing 2017 American Community Survey Data

2017 HUD Broward County Median Household Income		City of Miramar, Florida							
\$64,100			Demand(D)	Supply(S)	No Gap/(Gap)		Demand(D)	Supply(S)	No Gap/(Gap)
Affordable Housing Bands	Income Band	Owner	Owner	Supply / Demand	Income Band	Renter	Renter	Supply / Demand	
0.0% - 50.0%	\$0 - \$32,050	3,923	3,505	(417)	\$0 - \$801	3,774	1,261	(2,513)	
50.1% - 80.0%	\$32,114 - \$51,280	4,092	5,218	1,126	\$803 - \$1,282	2,885	3,277	392	
80.1% - 120.0%	\$51,344 - \$76,920	5,409	6,348	939	\$1,284 - \$1,923	2,537	4,405	1,869	

The MAG model shows surpluses in affordable housing for those who wish to own homes in the Low-, and Moderate-Income bands but a deficit in the Very Low Income Band.

The model also shows deficiencies in the Very Low-income band for rentals. This is not an uncommon finding in an area where housing stocks are expensive and people tend to spend more than 30% of their income on housing and housing-related expenses. Surpluses currently exist in for renters in the Low Income and Moderate Income bands.

When we applied the Esri forecasted data to this model, we find the following:

Gap Analysis, Meridian Appraisal Group Model Utilizing 2023 Esri Forecasted Data

2023 Est. HUD Broward County Median Household Income		City of Miramar, Florida							
\$72,594			Demand(D)	Supply(S)	No Gap/(Gap)		Demand(D)	Supply(S)	No Gap/(Gap)
Affordable	Housing Bands	Income Band	Owner	Owner	Supply/ Demand	Income Band	Renter	Renter	Supply/ Demand
0.0%	50.0%	\$0	4,950	4,728	(222)	\$0	4,598	1,870	(2,728)
		\$36,297	17.0%	15.7%		\$907	36.7%	14.4%	
50.1%	80.0%	\$36,370	4,989	6,750	1,761	\$909	3,123	4,816	1,692
		\$58,075	17.2%	22.4%		\$1,452	24.9%	37.2%	
80.1%	120.0%	\$58,148	5,967	7,095	1,127	\$1,454	2,543	4,374	1,831
		\$87,113	20.5%	23.6%		\$2,718	20.3%	33.8%	

The model predicts that surpluses are expected for the Low- and Moderate-income bands through 2023, but that a reduced deficit occurs for Very Low-Income homeowners. The Very Low-Income band rental properties will become even more scarce than the current amount. Low- and Moderate-Income rental properties will continue to have a surplus.

Addressing The Demand For Affordable Housing

The City has adopted in its most recent Community Development Block Grant Program Consolidated Plan³ a number of affordable housing goals and priorities:

Allocation Priorities. The City currently has 12 low to moderate income areas. This is the City's eligible areas for projects that are intended to benefit a low/mod area in general. Public improvement and infrastructure projects will be located in this area unless the project is a public building that will be dedicated to meeting the needs of a special category of persons who are presumed to be low to moderate income.

The City of Miramar's direct housing assistance will be made available on a Citywide basis, and will benefit low and moderate households. Households may be in need of assistance regardless if they are in predominately low/moderate income area census tract. Citywide assistance promotes expanded housing choices for households receiving homeownership assistance.

Public service assistance will be available to residents Citywide who are documented low to moderate income or to those presumed to be low to moderate income because of the nature of the assistance or location of the activity.

The amount of investment to targeted areas will depend on funding availability, primarily the availability of other federal and state sources available to the City for housing, such as SHIP and HOME.

Direct benefit activities will receive high priority for funding. Direct benefit occurs when the residents/persons directly receive the benefit of the CDBG assistance. Public service, housing rehabilitation and purchase assistance projects are direct benefit type activities. Eligible project proposals that directly benefit low/moderate income residents of the City of Miramar will be highly considered for funding. These types of projects can be Citywide since the low/mod benefit test is on an individual or household basis.

³ City of Miramar Community Development Block Grant Program (CDBG) 2015-2019 Community Development Plan; 2015-2016 Annual Action Plan for 2015-2019 Consolidated Plan, June 17, 2015.

Projects that geographically impact low/mod areas will also be considered for funding. Indirect benefits from public infrastructure improvements is an example. These projects should directly impact areas where at least 51% of the residents earn 80% or less of the AMI.

Consolidated Plan MIRAMAR 35 OMB Control No: 2506-0117 (exp. 07/31/2015)

All housing projects must be consistent with the City's needs and priorities as presented in the City of Miramar Consolidated Plan. Actions that may impede affordable housing will make a project ineligible to receive CDBG funds.

During the funding allocation process, multi-year projects should receive commitments for funding at the beginning or as close thereto through completion, without unnecessary annual reviews, unless there is significant change in the cost or scope of work or services.

Special consideration will be given to projects or activities that are interrelated and/or complement other public or private sector resources. Priority will be given to projects or activities that are coordinated with other public or private improvements in close proximity that maximize the impact of the City's CDBG funds.

Special consideration for funding will be given to projects that interface with additional public and/or private sector funds. This encourages the expenditure of block grant funds on projects that can receive matching funds.⁴

The City has or expects to spend \$2,770,470 during the report period for "...priority need projects including housing, public improvement, public services, economic development activities and general planning/program administration within the City."⁵

The City adopted the following goals for affordable housing⁶:

⁴ Ibid, pages 35-36.

⁵ Ibid, page 44.

⁶ Ibid, page 50.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Maintain City's Affordable Housing Stock	2015	2019	Affordable Housing		Housing Cost Burden Housing Rehabilitation	CDBG: \$1,470,000	Homeowner Housing Rehabilitated: 75 Household Housing Units will be Assisted
2	Promote Homeownership Affordability	2015	2019	Affordable Housing		Housing Cost Burden Housing Rehabilitation	CDBG: \$0	Direct Financial Assistance to Homebuyers: 10 Households will be Assisted
3	Promote Economic Opportunity	2015	2019	Non-Housing Community Development		Economic Development	CDBG: \$478,000	Businesses assisted: 12 Businesses will be Assisted
4	Public/Supportive Services	2015	2019	Non-Housing Community Development		Public Service	CDBG: \$535,000	Public service activities other than Low/Moderate Income Housing Benefit: 2500 Persons will be Assisted
5	Infrastructure Improvements	2015	2019	Non-Housing Community Development		Public Facility/Improvement	CDBG: \$262,000	Public Facility/Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons will be Assisted
6	Improve Availability and accessibility of Housing	2015	2019	Affordable Housing		Housing Cost Burden Housing Rehabilitation	CDBG: \$140,000	Homeowner Housing Rehabilitated: 100 Household Housing Units will be Assisted

Table 17 – Goals Summary

Miramar has used State Housing Initiatives Partnership (SHIP) funding and Federal and Neighborhood Stabilization Program (NSP) funds in the most recent reported years. From FY2016-FY2018, the City spent or budgeted \$1,470,116 of NSP funds and \$2,641,540 of SHIP funds. The money was spent or programmed for various affordable housing items, but mostly repairs, purchase assistance, or rehabilitation of acquired properties.





CITY OF MIRAMAR

An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Maxwell B. Chambers

City Commission

Winston F. Barnes

Yvette Colbourne

Alexandra P. Davis

City Manager

Vernon E. Hargray

**"We're at the
Center of Everything"**

Community Development

2200 Civic Center Place
Miramar, Florida 33025

Phone (954) 602-3264
FAX (954) 602-3448

November 10, 2020

Ms. Leny Huaman
Broward County Planning Council
Broward County Governmental Center
115 S Andrews Ave, Room 307
Fort Lauderdale, FL 33301



RE: Miramar Innovation and Technology Activity Center Land Use
Plan Amendment PC/PCT 21-1

Dear Ms. Huaman:

Please accept this correspondence as the official response from the City of Miramar (the "City") to the comments issued by both the Planning and Development Management Division ("PDMD") and the Environmental Protection and Growth Management Department ("EPGMD") in regard to the above-referenced Broward County Land Use Plan Amendment.

1. **Comment: Historic Resources** - the PDMD staff recommends that known resources be evaluated for local significance such as the Miramar Water Tower (located within the amendment area) and the Miramar Oaks site and Miramar Oaks North Site (located within one half mile of the amendment area).

Response: *While the City does not currently have a local historic preservation ordinance per se, the Miramar Water Tower has been an integral part of Historic Miramar and will not be affected by the redevelopment of the amendment area. Furthermore, any other resource that may be deemed historically significant will also be preserved to the best extent practically possible.*

2. **Comment: Complete Streets** - The PDMD recommends that "Although sidewalk and bicycle infrastructure has been improved along a section of the Miramar Parkway, extension of dedicated bike lanes east of SW 68th Ave is suggested. Redevelopment within the site should be designed to include safe and convenient connections to the surrounding transportation network. To further enhance the pedestrian and bicycle quality of service, consider including amenities, such as pedestrian-scale lighting, shade trees, bicycle racks/lockers, and bicycle repair stations within and around the proposed activity center. For the convenience of residents and visitors who wish to reduce their carbon footprint, consider providing electric vehicle charging stations."

Response: *The City has no objection to this comment and is committed to incorporate ADA-compliant pedestrian and bicycle paths, as well as greenways to accomplish fully connected routes to all destinations within the amendment area, among other complete streets strategies.*



CITY OF MIRAMAR

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- 3. Comment: Affordable Housing** - The PDMD recommends that the affordable housing voluntary commitment be included in within the text amendment language and that a legally enforceable agreement, deemed acceptable by the Broward County Attorney's Office, restricting 15 percent (or 67) of the dwelling units in the MITAC to affordable housing for a period of 30 years, is executed and recorded.

Response: *The City has no objections to the inclusion of such language within the text amendment itself as the text amendment for the City Comprehensive Plan already features such language. Furthermore,*

- 4. Comment: Air Quality** - The EPGMD recommends that the plan for development includes air quality measures or provisions that will support alternative methods of transportation. These measures include promoting the use of transit, promoting the use of ridesharing, promoting the use of alternative fuel vehicles (AFV) where appropriate and AFV infrastructure, and the use of pedestrian friendly designs which will include native tree shaded areas.

Response: *The City has no objections to this comment as the expressed intent of the MITAC is to develop a pedestrian-centric, transit-accessible Activity Center.*

- 5. Comment: Wellfield Protection** – The report from the EPGMD indicates that the amendment area is currently within wellfield zones of influence, Zones 1, 2 and 3.

Response: *No development activity will be allowed within the amendment area, which would otherwise handle, store use or generate any materials with regulated substances*

Please find enclosed the executed **Acknowledgement Form**, as well as the City's response to the traffic comment.

We appreciate the opportunity to provide additional comments on the proposed amendment. Please do not hesitate to contact me by phone at (954) 602-3281 or email: Nlebrun@miramarfl.gov.

Sincerely,

Nixon Lebrun, AICP, CFM
Development and Capital Management Coordinator

c: Eric Silva, AICP, Community Development Director

"We're at the
Center of Everything"

Community & Economic
Development

2200 Civic Center Place
Miramar, Florida 33025

Phone (954) 602-3264
FAX (954) 602-34488

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT

LAND USE

SBBC-2947-2020

County No: PC-21-1

Miramar Innovation & Technology Activity Center

October 13, 2020



Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

ATTACHMENT 6

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION	IMPACT OF PROPOSED CHANGE	PROPERTY INFORMATION								
Date: October 13, 2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Units Permitted</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 50%;">Units Proposed</td> <td style="width: 10%; text-align: center;">450</td> </tr> <tr> <td colspan="3">NET CHANGE (UNITS):</td> <td style="text-align: center;">450</td> </tr> </table>	Units Permitted	0	Units Proposed	450	NET CHANGE (UNITS):			450	Existing Land Use: Community &
Units Permitted	0	Units Proposed	450							
NET CHANGE (UNITS):			450							
Name: Miramar Innovation & Technology Activity Center		Proposed Land Use: Activity Center								
SBBC Project Number: SBBC-2947-2020		Current Zoning: CF, OS & B2								
County Project Number: PC-21-1		Proposed Zoning: Mised-Use Low								
Municipality Project Number:		Section: 26								
Owner/Developer: City of Miramar		Township: 51 South								
Jurisdiction: Miramar		Range: 41 East								

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS* Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity
Miramar Elementary	947	1,022	557	-465	-23	54.5%
Perry, Annabel C. Elementary	957	957	709	-248	-18	74.1%
New Renaissance Middle	1,547	1,702	1,166	-536	-23	68.5%
Miramar High	2,570	2,827	2,296	-531	-15	81.2%

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Capacity Adjusted Benchmark	Projected Enrollment				
				20/21	21/22	22/23	23/24	24/25
Miramar Elementary	557	-465	54.5%	527	518	511	509	497
Perry, Annabel C. Elementary	709	-248	74.1%	704	693	683	672	662
New Renaissance Middle	1,171	-531	68.8%	1,148	1,128	1,108	1,088	1,068
Miramar High	2,296	-531	81.2%	2,241	2,165	2,090	2,014	1,939

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark enrollment is used to apply individual charter school enrollment impacts against school facility review processes. * This number already represents the higher of 100% gross capacity or 110% permanent capacity. ** The first Monday following Labor Day. *** Greater than 100% represents above the adopted Level Of Service (LOS)

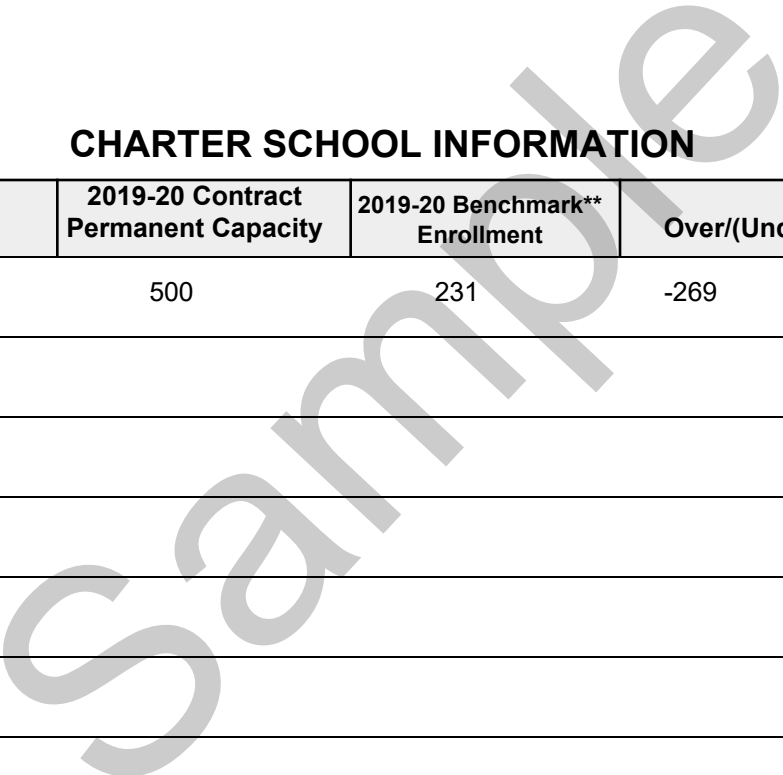
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	24/25	25/26	26/27	27/28	28/29
Area F - Elementary	18,888	13,963	-4,925	18,028	18,123	18,218	18,312	18,407
Area F - Middle	10,053	7,599	-2,454	10,643	10,620	10,598	10,575	10,553
Area F - High	13,405	12,074	-1,331	13,601	13,560	13,519	13,477	13,436

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2019-20 Contract Permanent Capacity	2019-20 Benchmark** Enrollment	Over/(Under)	Projected Enrollment		
				20/21	21/22	22/23
Somerset Academy East	500	231	-269	231	231	231



Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

**The first Monday following Labor Day
 INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

**PLANNED AND FUNDED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 1 - 5)**

School(s)	Description of Capacity Additions
Miramar Elementary	There are no classroom additions scheduled in the ADEFP that will increase the reflected FISH capacity.
Perry, Annabel C. Elementary	There are no classroom additions scheduled in the ADEFP that will increase the reflected FISH capacity.
New Renaissance Middle	There are no classroom additions scheduled in the ADEFP that will increase the reflected FISH capacity.
Miramar High	There are no classroom additions scheduled in the ADEFP that will increase the reflected FISH capacity.

**PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)**

Capacity Additions for Planning Area F	
School Level	Comments
Elementary	None
Middle	None
High	None

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

Comments

Information contained in the application indicates that the approximately 83.2-acre site is generally located at the south of SW 29th Street between Florida's Turnpike and SW 67th Avenue in the City of Miramar. The current land use designation for the site are Community and Commerce, which allow no residential unit. The applicant proposes to change the land use designation to Activity Center to allow 450 garden apartment (all three or more bedroom) residential units which are anticipated to generate 193 additional students (87 elementary, 51 middle, and 55 high school) into Broward County Public Schools.

This application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year Long Range Plan contained in the Adopted District Educational Facilities Plan (DEFP). However, the statistical data regarding the Level of Service (LOS) standard status of the actual schools impacted by this land use application in the initial five years of the ten-year period is depicted herein for informational purposes only.

Please be advised that this application was reviewed utilizing 2019-20 school year data because the current school year (2020-21) data will not be available until updates are made utilizing the Benchmark Day Enrollment Count.

Schools serving the amendment site in the 2019-20 school year were Miramar and Annabel C Perry Elementary, New Renaissance Middle, and Miramar High. The same schools are serving the area in the 2020-21 school year. Based on the District's Public School Concurrency Planning Document, all the schools are operating below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities in the 2018-19 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2019-20 – 2021-22), all the schools are expected to operate below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities through the 2021-22 school year. It should be noted that the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP, FY 2019-20 – 2023-24. Also, to ensure maximum utilization of the impacted Concurrency Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter school located within a two-mile radius of the subject site in the 2019-20 school year is depicted herein.

Capital Improvements scheduled in the long-range section of the currently Adopted DEFP Fiscal Years 2019-20 – 2023-24 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "F" and the elementary, middle, and high schools currently serving Planning Area "F" and their cumulative student enrollments, cumulative capacities, and pertinent student enrollment projections are depicted herein. Therefore, Planning Area "F" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area.

Please be advised that if approved, the units from this project will be subject to a public school concurrency review at the plat, site plan (or functional equivalent) phase of development review, whichever comes first.

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT
PROJECT NUMBER: SBBC-2947-2020

Reviewed By:

October 13, 2020

Date

Signature

Mohammed Rasheduzzaman, AICP

Name

Planner

Title

Sample

ATTACHMENT 7

EP&GMD COMMENTS
PC/PCT 21-1
Page 1

ENVIRONMENTAL PROTECTION & GROWTH MANAGEMENT DEPARTMENT REVIEW AND COMMENTS ON PROPOSED BROWARD COUNTY LAND USE PLAN MAP AMENDMENT

For: Broward County Planning Council

Applicant: City of Miramar



Amendment No.: PC/PCT 21-1

Jurisdiction: Miramar

Size: Approximately 83.2 acres

Existing Use: Retail, municipal complex, educational facilities and parks

Current Land Use Designation: 59.1 acres of Community
24.1 acres of Commerce

Proposed Land Use Designation: Activity Center consisting of:
450 multi-family dwelling units
300,000 square feet of commercial uses
276,000 square feet of public school uses
200,000 square feet of public school uses
200,000 square feet of office uses
160,000 square feet of municipal facility uses
10.23 acres of open space recreation

Location: In Section 26, Township 51 South, Range 41 East; generally located on both sides of Miramar Parkway, between Florida Turnpike and Hibiscus Place/Southwest 67 Avenue

Note: Findings and Recommendations do not constitute waivers from any federal, state or local law.

ANALYSIS AND FINDINGS:

ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION

Wetlands - [CP Policies 7.5.9, 7.5.11, 13.8.1, 13.8.2, 13.8.3, 13.8.5, 13.8.6, 13.9.3, 13.9.4, 13.9.6, 13.10.1, 13.10.3, 13.10.4; BCLUP Policies 2.22.1, 2.22.2]

No wetlands within this area.

EP&GMD COMMENTS

PC/PCT 21-1

Page 2

Upland Resources (including Tree Preservation and Greenways) - [CP Policies 13.6.11, 13.6.13, 13.6.14; BCLUP Policies 2.20.17]

Review of aerial photographs indicates that the subject site contains mature tree canopy. Development of the site must comply with the tree preservation regulations of the City of Miramar. The applicant is required to minimize the number of trees to be removed by incorporating suitable existing trees in the site plan design. If trees cannot be incorporated into the site plan in their current location, the applicant is required to relocate suitable trees. Any trees permitted for removal must be replaced. If the above requirements are adhered to, the proposed land use plan amendment is not expected to have a negative impact on upland resources.

Air Quality - [CP Policy 13.1.15, BCLUP Policy 2.25.1]

The preliminary traffic analysis indicates that the proposed amendment would result in an increase by **13 PM peak hour trips** per day compared to trips associated with the current designation. Although the new amendment includes a Transit Hub that will help mitigate adverse impacts on the road network; the Air Quality Program, based upon the trips generated and the projected level of service on surrounding roadways in the Land Use Amendment Matrix, can reasonably assume that the proposed land use will have a **moderate impact** on air quality.

Based on the Broward County Roadway Capacity and Level of Service Analysis 2017 and 2040, the current level of service rating on all roadways is currently degraded and the long-term traffic impact on the level of service rating will continue to decline in 20 years.

There are **no Air State Permitted facilities** within half a mile of the amendment site. Therefore, there are no existing or potential odor or noise concerns.

The proposed site is situated along heavily trafficked intersections; therefore, the Air Quality Program recommends pro-active long-term planning methods that will result in the prevention of any further deterioration of our air quality and quality of life. The Air Quality Program recommends that the plan for development includes air quality measures or provisions that will support alternative methods of transportation. These measures include promoting the use of transit, promoting the use of ridesharing, promoting the use of alternative fuel vehicles (AFV) where appropriate and AFV infrastructure, and the use of pedestrian friendly designs which will include native tree shaded areas. *(MO 12/29/2020)*

Contaminated Sites - [CP Policies 13.2.1, 13.2.6, 13.2.7; BCLUP Policies]

The list of known contaminated sites (from EPGMD's GIS Database of Contaminated Locations in Broward County) has been reviewed. Five (5) listed contaminated sites were found within the proposed amendment location. See attached map and database for further information as it relates to the land use amendment site.

Because the proposed amendment location contains contaminated sites, please note that for any site overlying or containing potential or actual sources of pollution to ground or groundwater, the Environmental Engineering and Permitting Division's (EPPD) approval of an application for a building permit or approval to construct or alter shall not be granted until EPPD is satisfied that the construction or alteration will not interfere with the cleanup of the contaminants on site

EP&GMD COMMENTS

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[Section 27-66(h), Broward County Code]. The interactive map of contaminated sites in Broward County can be found on the internet at

<https://www.broward.org/Environment/ContaminatedSites/Pages/Default.aspx>.

Any questions can be directed to (954) 519-1483 or EAR@broward.org.

Further, because contaminated sites have been identified at or within one-quarter mile of the proposed amendment location, please be advised that Section 27-353, Broward County Code, prohibits dewatering at or within one-quarter mile of contaminated sites without approval from the EEPD. In order to receive approval to dewater, a certified Dewatering Plan must be submitted in accordance with EEPD's Standard Operating Procedure for Dewatering, which can be found at <https://www.broward.org/Environment/ContaminatedSites/Pages/Dewatering.aspx>.

The interactive map of contaminated sites in Broward County can be found on the internet at <https://www.broward.org/Environment/ContaminatedSites/Pages/Default.aspx>.

Any questions can be directed can be directed to (954) 519-1483 or EAR@broward.org.

Solid Waste - [CP Policies 6.1.2, 6.1.3, 6.2.6, 6.2.7, 13.2.7; BCLUP Policies 2.26.1,2.26.2,2.26.3, 2.11.5, 3.4.2, 3.4.3, 2.11.8]

There **are no** active or inactive solid waste facilities located within one mile of the site. (MO 8/25/2020)

ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION

Wellfield Protection - [CP Policies 4.2.10, 4.4.13, 6.2.6, 6.2.7, 7.5.2, 7.5.3, 7.5.4, 13.2.2, 13.3.3, WM3.6, WM3.18; BCLUP Policies 2.26.1, 2.26.2, 2.26.3, 2.11.5]

The proposed amendment site is currently within wellfield zones of influence one (1), two (2) and three (3). Additionally, Zones one (1), two (2) and three (3) are in close proximity (0.25 miles) of the proposed amendment site. Special restrictions apply under Broward County's Wellfield Protection regulations.

For Zone 1: Per Article XIII of the Broward County Code of Ordinances, handling, storing, using, or generating any materials with regulated substances is prohibited.

For Zone 2: Per Article XIII of the Broward County Code of Ordinances, handling, storing, using, or generating any materials with regulated substances is allowed provided the applicant follows site specific wellfield conditions. Conditions include installation (by owner and/or operator) of one or several monitoring wells and the quarterly monitoring and testing (by a company) for specific regulated substance onsite.

For Zone 3: No special restrictions apply. (VM 09/04/2020)

SARA TITLE III (Community Right to Know) - [CP Policy 13.2.7, WM3.18;]; BCLUP Policies 6.2.6]

The list of known SARA Title III Facilities in Broward County has been reviewed. There are no known SARA Title III Facilities on, adjacent to, or within ¼ mile of the proposed amendment site. (VM 09/04/2020)

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Hazardous Material Facilities - [CP Policies 13.2.1, 13.2.6, 13.2.7, WM3.18; BCLUP Policies 6.2.6]

The list of known hazardous material facilities and storage tank facilities (from ECPD's GIS Database of hazardous material facilities in Broward County) has been reviewed. There are eleven (11) known hazardous material/storage tank facilities on, adjacent to, or within ¼ mile of the amendment site. Of the eleven (11) facilities, five (5) are hazardous material facilities, three (3) are storage tank facilities, and three (3) are facilities that have both hazardous materials and storage tanks. (VM 09/04/2020)

ENVIRONMENTAL PLANNING & COMMUNITY RESILIENCE DIVISION:

Specially Designated Areas - [CP policies 13.6.1, 13.6.4, 13.6.6, 13.6.7, 13.6.9, 13.6.10, 13.7.2, 13.7.5; BCLUP Policies 2.23.1, 2.23.2, 2.23.3, 3.3.9, 3.3.10]

County specially designated areas, e.g. Natural Resource Areas, Native Vegetative Communities Category Local Areas of Particular Concern, Urban Wilderness Inventory sites, do not exist within the boundaries of the proposed amendment site.

Protected Natural Lands – The project site is not included, nor is it adjacent to any site in the Protected Natural Lands Inventory. The Protected Natural Lands Inventory is a comprehensive database of public and private native vegetative communities that have been protected through acquisition or regulatory mechanisms and are managed for conservation purposes. The Inventory provides information regarding the ownership and management for each of the Protected Natural Lands and may be accessed at:

<http://www.broward.org/NaturalResources/LandStewardship/Pages/NaturalLands.aspx>

Marine and Riverine Resources - [CP Policies 7.5.10, 13.2.3, 13.5.3, 13.7.6, 13.7.8; BCLUP Policies 3.3.4, 2.11.6, 2.27.1, 2.27.2, 2.27.3, 2.11.7, 3.3.12, 2.27.4, 2.24.2] The proposed land use designation is not expected to have an impact on marine or riverine resources. Impacts to resources require review and licensing under Article XI of Chapter 27, Broward County Code of Ordinances.

Priority Planning Areas for Sea Level Rise – [CP Policies 19.2.2, 19.3.7, 19.3.12, 19.3.13; BCLUP Policies 2.21.1, 2.21.2, 2.21.3, 2.21.5]

The Priority Planning Areas for Sea Level Rise Map identifies areas that are at increased risk of flooding due to, or exacerbated by, sea level rise by the year 2060. In review of land use plan amendments, the County requires the applicant to demonstrate that the project will not increase saltwater intrusion or areawide flooding, not adversely affect groundwater quality or environmentally sensitive lands, and that subsequent development will be served by adequate stormwater management and drainage facilities.

The County also strongly discourages those amendments which would place additional residential and non-residential development at risk of flooding from sea level rise. The County will take into consideration sea level rise and flood protection mitigation strategies and requirements included

EP&GMD COMMENTS

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within the city's local comprehensive plans and/or development regulations, or improvements committed to by the applicant which would mitigate or enhance flood protection and adaptation from rising sea levels.

While the County encourages applicants to consider these and other impacts from climate change during the site planning process, the proposed amendment site does not contain, fall within, or overlap with an area for planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. Therefore, Policies A.03.05, 9.07.02, and 9.09.04 do not apply to the review of this project.

NatureScape Program – [CP Policies 4.4.8, 13.3.5, 13.3.7, 19.4.11; BCLUP 2.20.14] –

NatureScape is about creating Florida-friendly landscapes that conserve water, protect water quality, and create wildlife habitat. Development of the proposed amendment site should be coordinated with the NatureScape Broward Program for guidance in development of any related landscaping plans. Information regarding NatureScape can be accessed at:

<http://www.broward.org/NatureScape/Pages/Default.aspx>

Surface Water Management - [CP Policies 7.4.2, 7.4.3, 7.5.2, 7.5.9, 13.2.4, 13.3.12; BCLUP Policies 2.24.1, 2.24.2, 2.21.5]

The proposed amendment site is located within the jurisdiction of the South Florida Water Management District (SFWMD) and Broward County. Development within the site will be required to meet the drainage standards of Broward County and the South Florida Water Management District. Successful compliance with the criteria established should result in reducing the potential danger from flooding and maintaining the quality of surface waters. A surface water management permit may be needed prior to any construction on the site.

Tracts within the proposed amendment site are located within the Federal Emergency Management Agency (FEMA) flood insurance zone AH with a NAVD88 elevation of 6 feet, flood insurance rate zones that corresponds to areas of shallow flooding with average depths between 1 and 3 feet, and flood zone X-Below 500 Year flood plain, flood insurance rate zones that are outside the flood plain or the average flood depths of less than 1 foot.

Water Recharge - [CP Policies 7.4.3, 7.5.2, 7.5.3, 7.5.4, 7.5.7, 7.5.9, 7.5.11, 7.5.12, 13.3.12, 13.3.13; BCLUP Policies 2.26.1]

The proposed land use designation would involve a major percentage of impervious area. The development resulting from the proposed land use designation would result in a net increase in the volume of water available for recharge. The change in recharge capacity resulting from development under the proposed designation would be minor.

This impact level is determined by factoring the size of the site with the percent change of impervious area from the current designation to the proposed designation.

Please see attached Water Recharge Questionnaire.

**BROWARD COUNTY PLANNING COUNCIL
WATER RECHARGE QUESTIONNAIRE**

as completed by

ENVIRONMENTAL PROTECTION & GROWTH MANAGEMENT DEPARTMENT

I. Introductory Information

- A. *Amendment No.:*** PC/PCT 21-1
- B. *Municipality:*** Miramar
- C. *Applicant:*** City of Miramar

II. Site Characteristics

- A. *Size:*** Approximately 83.2 acres
- B. *Location:*** In Section 26, Township 51 South, Range 41 East; generally located on both sides of Miramar Parkway, between Florida Turnpike and Hibiscus Place/Southwest 67 Avenue
- C. *Existing Use:*** Retail, municipal complex, educational facilities and parks

III. Broward County Land Use Plan Designation

Current Land Use Designation: 59.1 acres of Community
24.1 acres of Commerce

Proposed Land Use Designation: Activity Center consisting of:
900 multi-family dwelling units
400,000 square feet of commercial uses
276,000 square feet of public school uses
200,000 square feet of public school uses
200,000 square feet of office uses
160,000 square feet of municipal facility uses
10.23 acres of open space recreation

IV. Water Recharge Review

Water Recharge Questionnaire
PC/PCT 21-1

Page 2 of 2

A. Describe the general impacts of the current land use designation on water recharge:

The current land use designation is 59.1 acres of Community and 24.1 acres of Commerce.

A typical value for an impervious area produced by this type of development is approximately 81 percent.

B. Describe the general impacts of the proposed land use designation on water recharge:

The proposed land use designation is Activity Center.

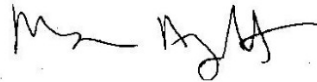
A typical value for an impervious area produced by this type of development is approximately 77 percent.

V. Impact of Change in Land Use Designation

The proposed land use designation would involve a major percentage of impervious area. The development resulting from the proposed land use designation would result in a net increase in the volume of water available for recharge. The change in recharge capacity resulting from development under the proposed designation would be minor.

This impact level is determined by factoring the size of the site with the percent change of impervious area from the current designation to the proposed designation.

VI. Comments



By: _____

Date 9/17/2020

Maena Angelotti

Environmental Planning and Community Resilience Division

Wetland Resource Questionnaire
PC/PCT 21-1

BROWARD COUNTY PLANNING COUNCIL

**WETLAND RESOURCE QUESTIONNAIRE
as completed by the
ENVIRONMENTAL PROTECTION & GROWTH MANAGEMENT DEPARTMENT**

I. Introductory Information

- A. **Amendment No.:** PC/PCT 21-1
- B. **Municipality:** Miramar
- C. **Project Name:** Miramar Innovation & Technology Activity Center

II. Site Characteristics

- A. **Size:** Approximately 83.2 acres
- B. **Location:** In Section 26, Township 51 South, Range 41 East; generally located on both sides of Miramar Parkway, between Florida Turnpike and Hibiscus Place/Southwest 67 Avenue
- C. **Existing Use:** Retail, municipal complex, educational facilities and parks

III. Broward County Land Use Plan Designation

- A. **Current Designation:** 59.1 acres of Community
24.1 acres of Commerce
- B. **Proposed Designation:** Activity Center consisting of:
900 multi-family dwelling units
400,000 square feet of commercial uses
276,000 square feet of public school uses
200,000 square feet of public school uses
200,000 square feet of office uses
160,000 square feet of municipal facility uses
10.23 acres of open space recreation

IV. Wetland Review

- A. **Are wetlands present on subject property?** No wetlands within this area.

Wetland Resource Questionnaire
PC/PCT 21-1

- A. Describe extent (i.e. percent) of wetlands present on subject property.*
- B. Describe the characteristics and quality of wetlands present on subject property.*
- C. Is the property under review for an Environmental Resource License?*
- D. Has the applicant demonstrated that should the proposed Land Use designation be approved, the proposed project will be consistent with the requirements of Article XI, Chapter 27 of the Broward County Code of Ordinances?*

V. Comments:

No objections.

Completed by: Linda Sunderland, NRS
Natural Resources Manager

Sample

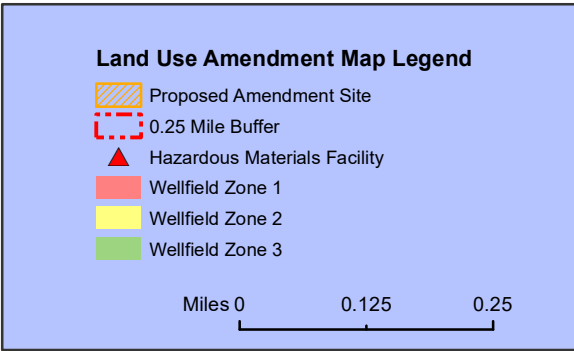
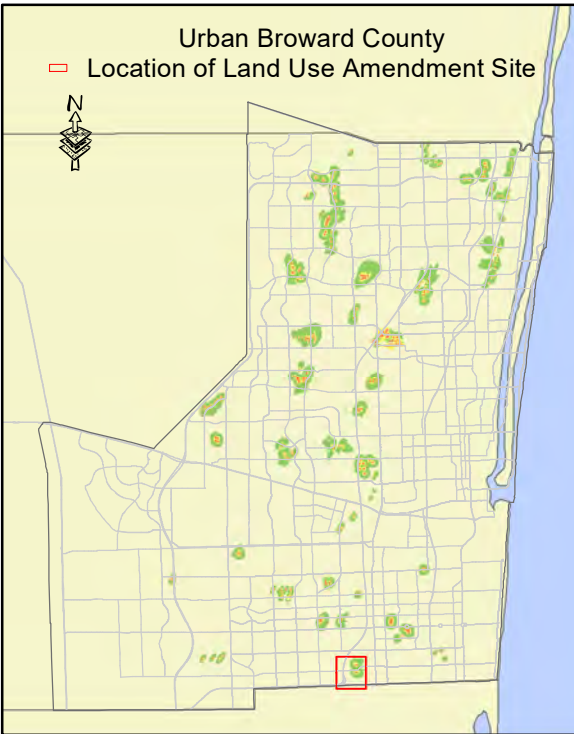
Contaminated Sites

Facility Number	Facility Name	Site Address	City	Zip Code	Pollutant	Facility Type	DEP Facility Number	Active
SF-1168	FINA #7369	6924 MIRAMAR PKY	Miramar	33023	Gasoline	Gas Station	68502524	Y
SF-1534	GULF STATION #00367292	6961 MIRAMAR PKY	Hollywood	33023	Gasoline	Gas Station	68502338	N
NF-3317	CITY OF MIRAMAR MAINTENAN	7000 MIRAMAR PKY	Miramar	33023	Petroleum	Auto Repair	68945102	N
OT-3506	DAWN LAUNDRY	6890 MIRAMAR PKY	Miramar	33023	Chlorinated	Dry Cleaner	69502517	Y
OT-3691	TIP TOP DRY CLEANERS	6909 MIRAMAR PKY	Miramar	33023	Chlorinated	Dry Cleaner	69500150	Y

LUA

Hazardous Materials Facilities within, adjacent to, or in close proximity (.25 miles) of Land Use Amendment			
Name of Facility	Address	Type of Facility based on SIC	Type of License
City of Miramar - Youth Enrichment Center / PAL	7000 MIRAMAR PKY, Miramar, FL 33023	9441 - Administration of Social, Human Resource and Income Maintenance Programs	Storage Tank
City of Miramar Multi-Service Center & Fire Station	6700 MIRAMAR PKY, Miramar, FL 33023	6512 - Operators of Nonresidential Buildings	Hazardous Materials and Storage Tank
City of Miramar-East WTP	2600 SW 66TH TER, Miramar, FL 33023	4941 - Water Supply	Hazardous Materials and Storage Tank
City of Miramar-PW- Master P.S./Garage	7000 MIRAMAR PKY, Miramar, FL 33023	7538 - General Automotive Repair Shops	Hazardous Materials and Storage Tank
CVS Pharmacy #1081	6890 MIRAMAR PKY, Miramar, FL 33023	5912 - Drug Stores and Proprietary Stores	Hazardous Materials
Henry D. Perry Education Center	3400 SW 69TH AVE, Miramar, FL 33023	8211 - Elementary and Secondary Schools	Hazardous Materials
Publix Store #0167	6890 MIRAMAR PKY, Miramar, FL 33023	6512 - Operators of Nonresidential Buildings	Storage Tank
Sprint MI03XC070-Miramar Water Tower	6950 MIRAMAR PKY, Miramar, FL 33023	4812 - Radiotelephone Communications	Hazardous Materials
Sunshine #30001	6924 MIRAMAR PKY, Miramar, FL 33023	5541 - Gasoline Service Stations	Storage Tank
T-Mobile - 6FB1229A	6950 MIRAMAR PKY, Miramar, FL 33023	4812 - Radiotelephone Communications	Hazardous Materials
Verizon Wireless - Miramar Water Tower	7000 MIRAMAR PKY, Miramar, FL 33023	4812 - Radiotelephone Communications	Hazardous Materials

Amendment Site: LUA PC 21-1



Environmental and Consumer Protection Division review of Land Use Amendments for presence of hazardous materials and community right to know sites within urban Broward County. Review includes also the location of Wellfield Protection Zones. The display is generated for location purposes only. Marker (if present) is a visual aid and neither represents exact location nor distance to project site. If data are associated, data are provided "as is".

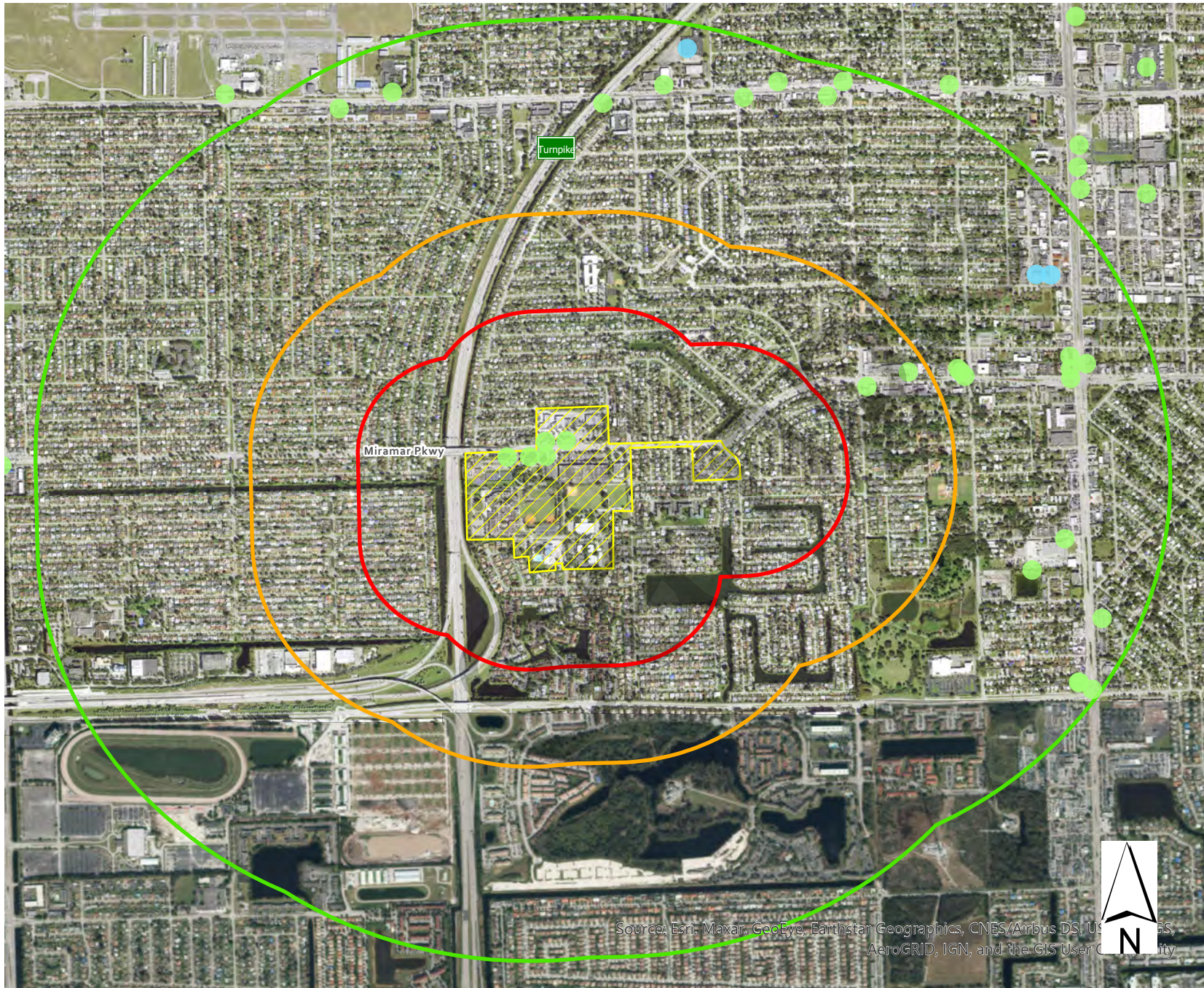
The division does not accept responsibility for damages suffered as a result of using, modifying, contributing or distributing the materials.

Prepared by: VMEBANE - September 2020
 Environmental and Consumer Protection Division



1 inch = 1,000 feet

Land Use Amendment Comments Site LUA PC 21-1



Legend

- Proposed Site
- Contaminated Sites
- Air State Permitted Facilities
- Quarter Mile Buffer
- Half Mile Buffer
- One Mile Buffer



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, and the GIS User Community

Generated for location purposes only.
Marker size is a visual aid and neither represents exact location nor area of designated facility.
Prepared by:
MOSPINA 8/24/2020
Environmental Engineering and Permitting



ATTACHMENT 8.A.

BROWARDNEXT-BROWARD COUNTY LAND USE PLAN POLICIES “ACTIVITY CENTER”

Planning Council Staff Review Comments Regarding Proposed Amendment PC 21-1/PCT 21-1 City of Miramar

STRATEGY TR-1: Prioritize new development and redevelopment to existing and planned downtowns and major transit corridors and transit hubs.

Broward County must efficiently accommodate population and economic growth, while also recognizing and protecting areas which currently display characteristics, such as rural and estate communities and established single-family neighborhoods, which may not be appropriate to support additional growth and development. Broward County supports new development and redevelopment activities within established and planned “Activity Centers,” such as municipal downtowns, and established and planned “transit oriented” corridors and hubs, as long as such areas have sufficient public facilities and services to serve the area, and a mixed-use character which supports a high quality live, work and play community for residents and businesses, including viable multi-modal transportation choices, a range of housing choices (including affordable housing), green spaces and recreational amenities, community gathering spots, and a variety of services and establishments to support life and business activities.

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Policy 1.14 includes language to satisfy the above requirement, as well as Objective 9D and its related policies. See Attachment 8.C.

POLICY 2.4.2 Local governments may propose a specific area for designation on the Broward County Land Use Plan as an Activity Center. The municipality shall include within their land use element policies that ensure the proposed Activity Center will support the location of uses in a manner oriented around the five-minute (i.e. quarter-mile) walk and/or within approximately quarter-mile on either side of a transit corridor. Multiple nodes of activity oriented around the five-minute (i.e. quarter-mile) walk or transit corridor may be included within one Activity Center. The municipality shall include within their land use element policies that ensure that the proposed Activity Center will support the location of uses and internal circulation such that pedestrian mobility is a priority. All land uses in an Activity Center shall be directly accessed via pedestrian ways, and accessible to existing or future alternate public transportation modes, including bicycle and transit.

Planning Council Staff Comment

The proposed Activity Center consists of a specific, contiguous land area containing approximately 83.2 gross acres. Planning Council staff notes that all of the proposed Activity Center is located within one-quarter mile of transit routes, including Broward County Transit (BCT) Route 28 along Miramar Parkway, as well as Miramar's Yellow and Green Routes. Further, the adopted City of Miramar Future Land Use Element Objective 9D and its associated policies, includes language to satisfy the above requirement. See Attachments 8.B. and 8.C.

POLICY 2.4.3 Residential use is required as a principal component within an Activity Center. Maximum residential density must be specified by the local government, and must be described in the permitted uses section of the Broward County Land Use Plan. Residential densities may be specified either as units per gross acre in geographically designated areas and/or as a maximum number of permitted units (e.g. pool of units in the Activity Center).

Planning Council Staff Comment

The proposed Activity Center consists of a maximum total of 450 dwelling units.

POLICY 2.4.4 At least two non-residential uses must be permitted in the Activity Center as a principal use: e.g. retail, office, restaurants and personal services, hotel/motel, light industrial (including "live work" buildings), research business, civic and institutional.

Planning Council Staff Comment

The proposed Activity Center non-residential uses consist of commercial, office, public school, municipal facility and recreation and open space uses.

POLICY 2.4.5 Minimum and Maximum Floor Area Ratio (FAR) for non-residential uses within an Activity Center must be specified by the local government and described in the permitted uses section of the Broward County Land Use Plan. Minimum non-residential FARs (Gross) of 2 are encouraged. Non-residential intensities may vary along transit corridors and may be specified at the option of the local government, either as a maximum FAR in geographically designated areas and/or as an overall maximum square footage by use [e.g. pool of square footage by permitted use (retail, office etc.) or land use category (commercial)].

Planning Council Staff Comment

The proposed Activity Center non-residential uses consist of 300,000 square feet of commercial uses, 276,000 square feet of public school uses, 200,000 square feet of office uses and 160,000 square feet of municipal facility uses. The adopted City of Miramar Future Land Use Element Policy 9D.4 includes language to satisfy the above requirement. See Attachment 8 .C.

POLICY 2.4.7 Local governments shall consider community needs for affordable housing when proposing an Activity Center and include within their local land use element policies which encourage affordable housing opportunities, through various mechanisms such as the direction of public housing program funds into the Activity Center, reduced lot size for dwelling units,

construction of zero lot line and cluster housing, vertical integration of residential units with non-residential uses, the allowance of accessory dwelling units, or through other mechanisms proven effective in increasing the affordable housing stock. To promote Activity Centers which propose to include “low income” housing as a viable component, Broward County shall support all reasonable means and methods to mitigate potential negative impacts to public facilities and services which may result from the amendment.

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Objective 10 and Policies 10.1, 10.3 and 10.6 include language that generally satisfy the above requirement. Objective 1 and Policy 1.2 of the Housing Element also include language which encourages affordable housing opportunities and mechanisms within the Activity Center. See Attachment 8.C. In addition, the City has committed to set aside at least 15% (i.e. 67 dwelling units) of the proposed 450 dwelling units as affordable, which is reflected in the proposed Activity Center text. See Attachment 1 of corresponding text amendment PCT 21-1.

POLICY 2.4.8 Local governments shall include within their local land use element policies that promote the preservation, rehabilitation and use of historic buildings within a proposed Activity Center.

Planning Council Staff Comment

The adopted City of Miramar Housing Element Objective 5, Policy 5.6 and Objective 6, as well as Future Land Use Element Policies 5A.7 and 6.14, include language to generally satisfy the above requirement. See Attachment 8.C.

POLICY 2.4.9 Local land use elements shall require design guidelines that incorporate pedestrian and bicycle paths and greenways to accomplish fully-connected routes to all destinations within the Activity Center. The paths should be spatially defined by buildings, trees and lighting, and should incorporate designs which discourage high speed traffic.

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Policies 2.14, 9D.8 and 9D.9 include language to generally satisfy the above requirement, as well as Policy 1.27 of the Transportation Element. See Attachment 8.C.

POLICY 2.4.10 To reduce reliance on automobile travel, local governments shall ensure convenient access to high use mass transit stops or multi-modal facilities within a proposed Activity Center.

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Objective 9D and Policy 9D.8 include language to generally satisfy the above requirement, as well as Policies 5.2 and 5.3 of the Transportation Element. See Attachment 8.C.

POLICY 2.4.11 Local governments shall include within their local land use element policies that encourage internal transit systems to serve the residents and employees within the proposed Activity Center (e.g. trolley, community transit services). Transit shelters should be incorporated in the local design guidelines to provide safe and comfortable service and to encourage transit usage.

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Objective 1 and Policy 1.14, as well as Objective 9D and related policies 9D.8 and 9D.9, include language to generally satisfy the above requirement. See Attachment 8.C.

POLICY 2.4.14 Park land, public plazas, urban open space or green space/pocket park uses that are accessible to the public must be provided as an integrated component within a proposed Activity Center.

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Objective 5E and Policies 1.14, 5E.2 and 9D.7, as well as Policy 1.1.2 and Goal 2 of the Recreation and Open Space Element, include language to generally satisfy the above requirement. See Attachment 8.C.

POLICY 2.4.15 The municipality shall include within their land use element policies that ensure that areas designated as Activity Centers include design features that promote and enhance pedestrian mobility, including connectivity to transit stops and stations, based on the following characteristics:

- Integrated transit stop with shelter, or station (within the area).
- Wide (5 feet shall be the minimum consistent with ADA requirements) pedestrian and bicycle paths that minimize conflicts with motorized traffic and are adequately landscaped, shaded and provide opportunities for shelter from the elements.
- Buildings should front the street (zero or minimal setbacks are encouraged).
- Vehicle parking strategies that encourage and support transit usage (such as parking that does not front the street, shared parking, parking structures, and/or reduced parking ratios).
- Streets (internal and adjacent to the area) should be designed to discourage isolation and provide connectivity (such as streets in the grid pattern).

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Policy 9D.8 includes language to generally satisfy the above requirement. See Attachment 8.C.

POLICY 2.4.16 Local plan policies must include requirements for internal pedestrian and transit amenities to serve the residents and employees within the area designated as an Activity Center (such as seating on benches or planter ledges, shade, light fixtures, trash receptacles, information kiosks, bicycle parking) or other amenities that could be incorporated into adjacent publicly accessible areas and plaza (such as clocks, fountains, sculpture, drinking fountains, banners, flags and food and refreshment vendor areas.)

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Policy 9D.9 includes language to generally satisfy the above requirement. See Attachment 8.C.

POLICY 2.4.18 Municipalities which propose an Activity Center designation shall include policies within their land use element which establish design guidelines for mixed use within their land development codes. Policies should promote an urban form which creates well integrated land use combinations, balances intensity and density, and promotes the safe, interconnectivity of vehicular, pedestrian and other non-motorized movement. Policies should integrate the public realm, through open space, urban public plazas and/or recreational areas.

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Policies 2.10, 9D.6 and 9D.10 include language to generally satisfy the above requirement. See Attachment 8.C.

POLICY 2.4.19 Municipalities which propose an Activity Center designation shall include policies within their land use element which establish appropriate design standards, within their land development codes, to ensure a mixed-use development is compatible with adjacent land uses and adjacent adopted Future Land Use designations.

Planning Council Staff Comment

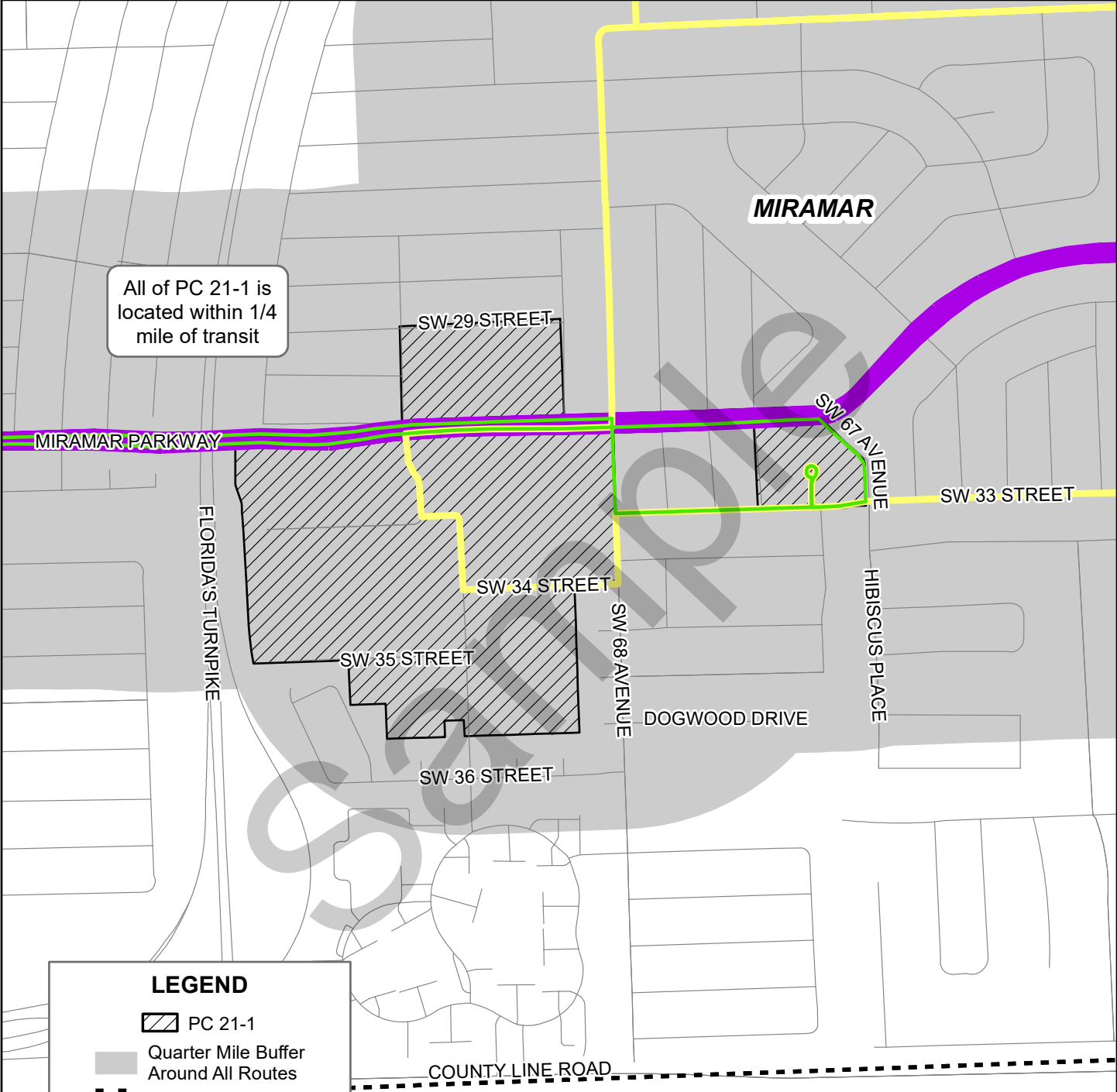
The adopted City of Miramar Future Land Use Element Policies 2.10, 9D.6 and 9D.10 include language to generally satisfy the above requirement. See Attachment 8.C.

POLICY 2.4.20 An interlocal agreement between the municipality and Broward County must be executed no later than six months from the effective date of the adoption of an Activity Center which provides that monitoring of development activity and enforcement of permitted land use densities and intensities shall be the responsibility of the affected municipality.

Planning Council Staff Comment

The adopted City of Miramar Future Land Use Element Policy 9D.13 includes language to generally satisfy the above requirement. See Attachment 8.C.

ATTACHMENT 8.B. PC 21-1 Transit Routes



All of PC 21-1 is located within 1/4 mile of transit

LEGEND

- PC 21-1
- Quarter Mile Buffer Around All Routes
- Municipal Boundary
- BCT Bus Route 28
- Miramar Yellow Route
- Miramar Green Route

**MIAMI-DADE
COUNTY**



ATTACHMENT 8.C.

EXCERPTS FROM CITY OF MIRAMAR COMPREHENSIVE PLAN

I. Future Land Use Element

Objective 1

Promote orderly and beneficial growth and development of the community through the adoption, implementation and consistent updating of this Future Land Use Element. Eliminate land uses which are inconsistent with Miramar's character and do not contribute to the quality of life desired by its citizens by 2020.

Policy 1.14

For an area to qualify as an Activity Center, pursuant to the provisions of the BCLUP, the following criteria must be met:

- a. The Activity Center shall include substantial housing opportunities and permits at least two (2) non-residential uses.
- b. Affordable housing needs of the Activity Center must be addressed within the City Comprehensive local land use plan.
- c. The Activity Center shall include park land and/or open space that is open to the public as a functional component.
- d. The Activity Center shall promote the development of key intersections or major transit stops to create nodes of development, and provide convenient access to mass transit and/or multi-modal facilities.
- e. Pedestrian circulation between non-residential activity nodes and residential to non-residential activity nodes should be based, at a maximum, on a ten (10) minute or half-mile walk.
- f. The minimum and maximum FAR (Floor Area Ratio) for non-residential uses must be specified by the Miramar City Commission in the City Comprehensive Plan.
- g. The City of Miramar shall enter into an inter-local agreement with Broward County for monitoring development activity; said interlocal agreement to be executed no later than 180 consecutive days after the effective date of adoption.

Policy 2.10

The City will encourage and implement to the maximum extent feasible for those (re)development projects within the City that use compact building design principles which preserve more open space, contain mixed use, support multi-modal transportation options, make public transportation viable, reduce infrastructure costs and take advantage of recycled building materials.

Policy 2.14

By 2022, the City shall identify strategies to encourage walking, biking and use of transit throughout the City.

Policy 5A.7

Enforce the criteria contained in the City’s Land Development Code consistent with the policies of the Department of State, Division of Historical Resources, for the evaluation of historical/archeological sites to determine if they should be preserved as open space, passive parks, or preserved but relocated.

Objective 5E

Provide the residents of Miramar with an aesthetically superior city built on the foundation of a well-planned, expansive, and, interconnected open space system unique in Broward County. Enhance the Citywide system of greenbelts, scenic corridors, and linear open space in place by at least 5 percent by 2012.

Policy 5E.2 Implement Land Development Code provisions, which specify open space and landscaping requirements for all new development. Consider the impact of excessive landscaping requirements in targeted redevelopment areas, such as the Transit-Oriented Corridor (TOC), to balance aesthetic, functional, and economic needs.

Policy 6.14

Enforce the criteria contained in the City’s Land Development Code, consistent with the policies of the Department of State, Division of Historical Resources, for the evaluation of historical/archeological sites to determine if they should be preserved as open space, passive parks, or preserved but relocated.

Objective 9D

Facilitate mixed use development with access to transit stations or stops along existing and planned high performance transit service corridors (such as bus rapid transit or rapid bus) designated in the Broward County Comprehensive Plan Transportation Element, the Broward County Transit Master Plan and Broward County Metropolitan Planning Organization’s (MPO) Long Range Transportation Plan, Broward County Transit Development Plan, or local adopted financially feasible transportation or transit plan, through the establishment of a Transit Oriented Corridor (TOC) land use category within the Miramar Land Use Plan.

State Road 7, which is an existing transit corridor designated for high performance transit service such as bus rapid transit, or rapid bus by the above referenced plans, may be appropriate for this designation. The Transit Oriented Corridor category may also be applicable along other existing and planned high performance transit corridors designated in the Broward County Comprehensive Plan Transportation Element, the Broward County Transit Master Plan and Broward County MPO’s Long Range Transportation Plan, Broward County Transit Development Plan, or local adopted financially feasible transportation or transit plan.

Policy 9D.1 The Transit Oriented Corridor designation may only be applied to areas within approximately ¼ mile on either side of the mainline transit corridor. The area may extend beyond ¼ mile around all major intersections, activity nodes and in locations served by existing or funded community shuttle service.

Policy 9D.2 Residential use is required as a principal component within a Transit Oriented Corridor. Maximum residential density must be specified by the city, may vary along the corridor, and must be described in the permitted uses section of the number of permitted units.

Policy 9D.3 At least two non-residential uses must be permitted in the designated area as a principal use: e.g. retail, office, restaurants and personal services, hotel, research business, civic and institutional.

Policy 9D.4 Minimum and Maximum FAR (Floor Area Ratio) for nonresidential uses within a Transit Oriented Corridor must be specified by the local government and described in the permitted uses section of the Broward County Land Use Plan. Nonresidential intensities may vary along the corridor and may be specified as an overall maximum square footage by use [e.g. pool of square footage by permitted use (retail, office etc.) or land use category (commercial)].

Policy 9D.5 Additional or expanded stand-alone automobile oriented uses such as: large surface parking lots, gas stations/auto repair/car washes; auto dealers; self/equipment storage; “big box”/warehouse; single-family detached dwelling units; carwashes; and drive-through facilities are discouraged and should be prohibited by the City, or limited unless designed in a manner to encourage pedestrian and transit usage.

Design Guideline Principles

Policy 9D.6 The City of Miramar Land Use Element policies shall include guiding principles for municipal design guidelines to adequately address the transition to adjacent residential development and to promote connectivity to transit stations and stops.

Policy 9D.7 Public plazas, urban open space or green space/pocket park uses that are accessible to the public must be provided as an integrated component within a Transit Oriented Corridor.

Policy 9D.8 The City of Miramar Land Use Element shall include policies that ensure that areas designated as Transit Oriented Corridors include design features that promote and enhance pedestrian mobility, including connectivity to transit stops and stations, based on the following characteristics:

- a. Integrated transit stops with shelter, or station (within the TOC area).
- b. Wide (5 feet shall be the minimum consistent with ADA requirements) pedestrian and bicycle paths that minimize conflicts with motorized traffic and are adequately landscaped, shaded and provide opportunities for shelter from the elements.
- c. Buildings should front the street (zero or minimal setbacks are encouraged).
- d. Vehicle parking strategies that encourage and support transit usage (such as parking that does not front the street, shared parking, parking structures, and/or
- e. Streets (internal and adjacent to the TOC) should be designed to discourage isolation and provide connectivity (such as streets in the grid pattern).

Policy 9D.9 The City of Miramar shall require internal pedestrian and transit amenities to serve the residents and employees within the area designated as a Transit Oriented Corridor (such as seating on benches or planter ledges, shade, light fixtures, trash receptacles, information kiosks, bicycle parking) or other amenities that could be incorporated into adjacent publicly accessible areas and plazas (such as clocks, fountains, sculpture, drinking fountains, banners, flags and food and refreshment vendor areas.)

Policy 9D.10 The intent of the required Design Guideline Principles is to provide guidelines for the City's implementation of the Transit Oriented Corridor land use category. The city shall use some or all of the above design elements, or develop other design strategies, which accomplish the goals of using design elements to enhance pedestrian and transit mobility. County review of applications seeking Transit Oriented Corridor land use category designations will only determine whether the City has adopted, through plan policies, a cohesive set of implementation strategies to accomplish the design strategies sought, and will not seek to require a specific design approach or a fixed set of design approaches as a requirement for County approval of the land use designation sought.

Policy 9D.13 An interlocal agreement between the City of Miramar and Broward County must be executed no later than six months from the effective date of the adoption of a Transit Oriented Corridor which provides that monitoring of development activity and enforcement of permitted land use densities and intensities shall be the responsibility of the City.

Objective 10

Develop programs to provide a complete range of housing opportunities necessary to accommodate all segments of Miramar's present and future population, which shall encourage energy efficient design and construction in the creation of housing, including the use of renewable energy resources.

Policy 10.1 Miramar shall continue to implement and improve existing programs to provide, encourage, or enable low and moderate income housing to meet the needs of its existing and future residential population and economic activities. The City shall coordinate with other local municipalities and/or governmental agencies which use energy conservation principles.

Policy 10.3 The Land Development Code will continue to include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

Policy 10.6 The City shall promote new housing projects which contain compact building design principles, mixed use, medium to high densities, promote pedestrian activity and support multi-modal transportation options by offering density and intensity bonuses and fast tracking options.

II. Transportation Element

Policy 1.27 The City shall encourage the provision of pedestrian and bicycle infrastructure linking neighborhoods to the transit system.

Policy 5.2

The City of Miramar shall continue to coordinate with BCt in the provision of a convenient public transit network through implementation of, but not limited to, the following programs, activities, and actions:

1. The City, through its interlocal agreement with Broward County will continue to supplement the countywide public transit system with shuttle bus service to meet all transportation demands including the transportation disadvantaged.
2. The City will continue to coordinate with BCt to ensure adequate BCt representation on the City's Development Review Committee.
3. The City will continue to coordinate with BCt in improving existing connections to the multi-modal and intermodal transportation network and in examining the need for additional facilities including park and ride lots as well as aesthetic improvements at transit facilities such as bus benches.
4. The City will continue to enforce the LDC to require the provision of bicycle racks at all community facilities.
5. The concurrency management system shall provide that for the purpose of issuing development orders and permits, the adopted public transit level of service shall be for the BCt to provide fixed route transit service to at least 70 percent of all residences and employment locations during the peak hour.

Policy 5.3 Consistent with the adopted Broward County Transportation Element, coordinate with the County in identifying and evaluating potential land use changes near transit routes in the City which have the potential to significantly increase transit ridership while still maintaining compatibility with the area land use pattern and compliance with the adopted Miramar Comprehensive Plan.

III. Housing Element

Objective 1

Continue to offer a full variety of housing types and price ranges to meet the needs of the projected population including all income sectors; which promote energy efficient design and construction principles, and use renewable energy resources.

Policy 1.2 Through effective redevelopment strategies, such as the adopted Transit Oriented Corridor land use designation and affordable housing programs, create a linkage between employment and housing demand, and develop a mechanism through which the mix of housing demanded by new employees is provided close to employment centers.

Objective 5

By 2012, assist affected homeowners and rental owners in eliminating substandard housing conditions in the units identified in the 2010 U.S. Census as lacking complete plumbing and kitchen facilities. Improve the structural and aesthetic condition of existing housing through balanced code enforcement and housing rehabilitation programs, and by 2012, develop guidelines and standards for the conservation, rehabilitation and demolition of housing and for the identification of historically significant housing.

Policy 5.6

By 2012 the City will conduct a survey of all structures built before 1950 for potential historic significance, and initiate a list of historically significant housing identified by the survey for preservation.

Objective 6

By 2012, develop and maintain records of adequate sites and distribution of housing for very low income, low income, and moderate income households; adequate sites for mobile and manufactured homes, and adequate sites in residential areas for licensed group homes and foster home care facilities.

IV. Recreation and Open Space Element

Policy 1.1.2

Maintain a high level of recreational use the new municipal complex, specifically at the Youth Enrichment Center.

Goal 2

Provide the residents of Miramar with an aesthetically superior city built on the foundation of a well-planned, expansive, and, interconnected open space system unique in Broward County.



CITY OF MIRAMAR

An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Maxwell B. Chambers

City Commission

Winston F. Barnes

Yvette Colbourne

Alexandra P. Davis

City Manager

Vernon E. Hargray

**"We're at the
Center of Everything"**

Community & Economic Development

2200 Civic Center Place
Miramar, Florida 33025

Phone (954) 602-3264
FAX (954) 602-3448

December 15, 2020
RE: PC/PCT 21-1

Barbara Blake Boy
Executive Director Broward County Planning Council
Broward County Governmental Center
115 S Andrews Ave, Room 307
Fort Lauderdale, FL 33301



Dear Ms. Boy:

The City of Miramar (the "City") has received the traffic comments pertaining to the above-referenced land use plan amendment application ("LUPA") and is hereby requesting a third amendment to same. These traffic comments suggested that the second amended LUPA is anticipated to increase traffic on the regional transportation network by 404 p.m. peak hour trips and cause SW 68th Avenue to operate at an unacceptable LOS "F," down from the LOS "D," which is the adopted LOS standard in both the County and City Land Use Plans.

In order to mitigate these anticipated adverse impacts on the transportation network and SW 68th Avenue, in particular, the City is partnering with Broward County Transit to include a transit hub in the MITAC, featuring a 2,500-square foot waiting area and a platform to accommodate four to six buses, as shown in the Miramar Innovation and Technology Village Package enclosed herein. The transit hub would increase overall transit ridership and mobility in the MITAC and surrounding areas, while supporting economic opportunities through enhanced access to work for residents lacking ready access to transportation. Students from the Henry D. Perry Education Center are particularly poised to benefit from the transit hub. In addition to the transit hub and in order to reduce the number of trips that will be generated from the amendment, the City is offering to lower the allocation of commercial land uses and hereby requests that the land use program for PC/PCT 21-1 be amended:

From:

- Residential Land Uses: 450 dwelling units
- Commercial Land Uses: 400,000 square feet
- Office Land Uses: 200,000 square feet
- Municipal Facility Land Uses: 160,000 square feet
- Public School Land Uses: 276,000 square feet
- Parks and Open Space: 10.23 acres

To:

- Residential Land Uses: 450 dwelling units
- Commercial Land Uses: 300,000 square feet
- Office Land Uses: 200,000 square feet
- Municipal Facility Land Uses: 160,000 square feet
- Public School Land Uses: 276,000 square feet
- Parks and Open Space: 10.23 acres



CITY OF MIRAMAR

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It shall also be noted that City is partnering with and has entered into a Recreational License Agreement with the School Board of Broward County, which will allow the City to make improvements on and transfer the recreational activities on the Wellman Field to the underutilized 7.8-acre football field of the Henry D. Perry Education Center. These improvements are slated to be completed by Summer 2021 and, at the time of this writing, the construction design drawings are at 30 percent complete. (See the New Recreational Facilities Details and Schedule, enclosed).

If you have any questions, please contact Nixon Lebrun, AICP, CFM, Development and Capital Management Coordinator, at (954) 602-3281 or Nlebrun@miramarfl.gov.

Sincerely,

Eric B. Silva
Director, Community & Economic Development

EBS/nl

Enc: Historic Miramar Innovation & Technology Village Package
New Recreational Facilities Details and Schedule
Updated MITAC Outreach Efforts

cc: Nixon Lebrun, AICP, CFM, Development and Capital Management Coordinator

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Center of Everything"**

Community & Economic Development

2200 Civic Center Place
Miramar, Florida 33025

Phone (954) 602-3264
FAX (954) 602-34488



HISTORIC MIRAMAR INNOVATION & TECHNOLOGY VILLAGE

VISION + CONCEPTUAL DESIGN + COST ANALYSIS + TIMELINE

October 26, 2020

HISTORIC MIRAMAR INNOVATION & TECHNOLOGY VILLAGE

Vision



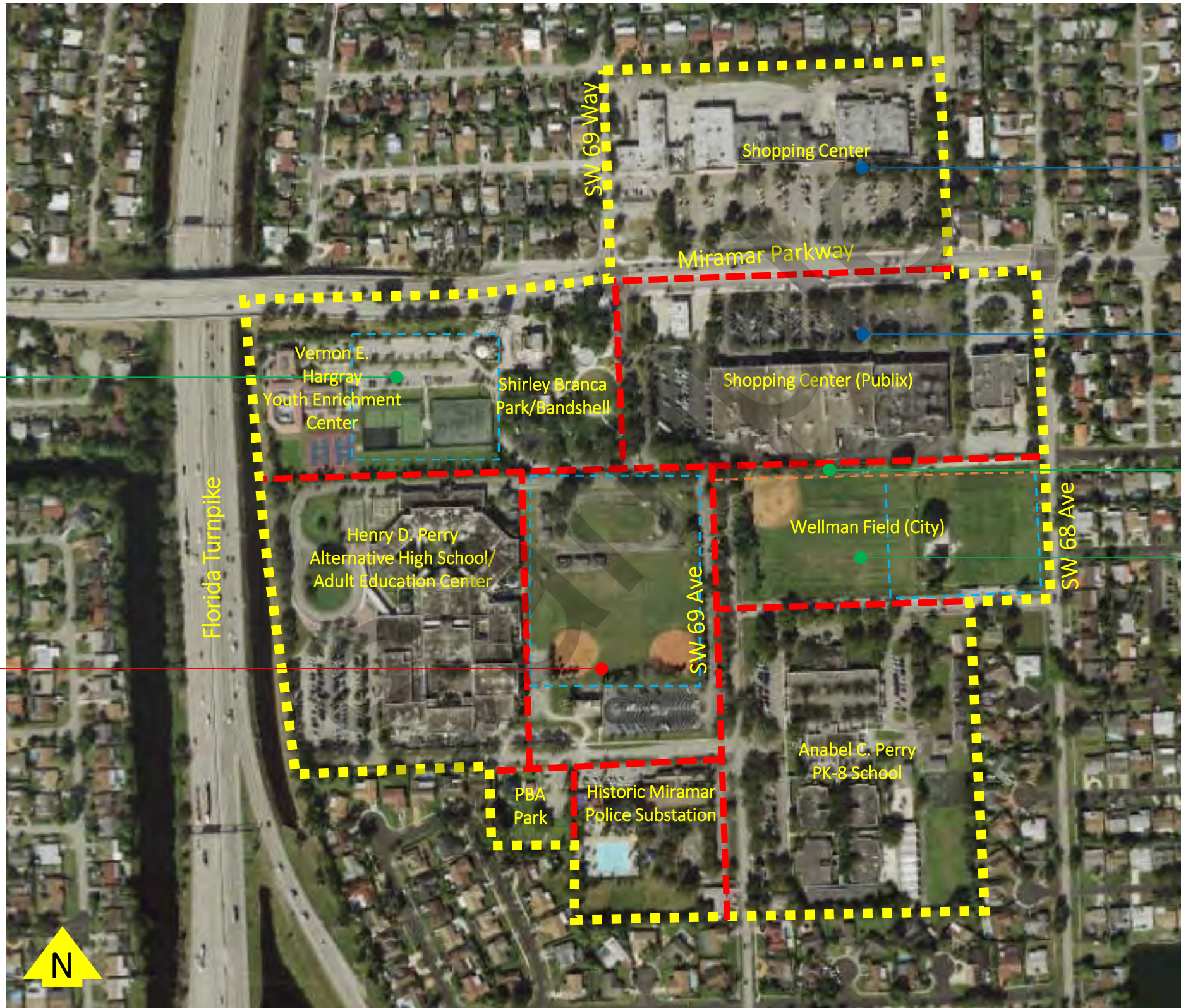
An area within Historic Miramar that has been ripe for reinvestment and revitalization due to its existing community assets; connectivity; and variety of existing commercial, educational, arts and cultural, and entertainment uses, is the activity center on Miramar Parkway, just east of the Florida Turnpike. This neighborhood commercial node, which is anchored by two shopping centers, City facilities and parks, and two public schools, essentially served as the City's 'town center' from the 1960's to the 90's before the City's development began expanding beyond Palm Avenue and the City formally developed Miramar Town Center in central Miramar.

This location is one of four areas studied as part of the Historic Miramar Neighborhood Revitalization Strategic Planning effort, which looked into market demand and potential, the regulatory environment, and key characteristics of the community to develop realistic strategies for redevelopment. Building on the area's strengths and with an eye on the community's needs for the next 50 years, a vision was generated to create high quality affordable/workforce housing, an innovation and technology hub, a transit hub, commercial mixed use, and open space that integrates into the existing urban fabric and cohesively links the various surrounding public and private uses. The project has been aptly named the Miramar Innovation & Technology Village.

Located in the heart of Historic Miramar, the Miramar Innovation and Technology Village is envisioned as a walkable, activated, urban environment with an innovation, technology, education, arts and culture, and entertainment focus. Planning and economic analysis efforts are underway, as well as land use/zoning changes to secure the necessary entitlements to bring forward a dynamic mix of new retail, educational, recreational, office, entertainment and affordable/workforce residential uses that leverage existing community assets, such as the Vernon E. Hargray Youth Enrichment Center, the Shirley Branca Park Bandshell and new Police Substation. In addition, the City has commenced to forge and structure partnerships with the public and private sectors to support the affordable/workforce housing, innovation and technology hub, and transit hub initiatives.

HISTORIC MIRAMAR INNOVATION & TECHNOLOGY VILLAGE

Phasing & Location Map



PHASE IIA (CITY PARCEL)
 Max Density (4 stories)
 Transit Hub /Wrap Residential Units/ Innovation & Tech Center

- +/- 120 Res Units (wrap)
- +/- 30-40KSF Innovation Hub
- Transit Hub – 2,500 s.f. waiting area with platform to accommodate 4-6 buses
- +/- 600 space Structured Parking Garage to accommodate all uses

PHASE I (SBBC PARCEL)
 City redeveloping underutilized SBBC park to include track with open play center field for soccer/football/ baseball, tennis courts (relocated from YEC), resurfaced basketball courts, exercise stations, restrooms, etc.

PHASE III+ (PRIVATE PARCELS – BRAVO, B&M)
 Max Density (+/-4 stories)
 Retail ground floor with office/apartment units above.

PHASE III+ (PRIVATE PARCELS - PUBLIX, MINIMART, BERGERON)
 Max Density (+/-4 stories)
 Retail ground floor with office/apartment units above.

PHASE IIB (CITY PARCEL)
 Proposed location of new SW 33 Street connecting SW 69 Way to SW 68 Ave

PHASE IIB (CITY PARCEL)
 Max Density (2-3 stories)
 56 townhomes towards eastern half of parcel; western portion of site remains as public park/plaza.

Proposed Maximum Development (LUPA)

- Residential Land Uses: 450 dwelling units (15% Affordable/Workforce Units)
- Commercial: 300,000 square feet
- Office: 200,000 square feet
- Municipal: 200,000 square feet
- Parks: 10.239 acres (minimum)

HISTORIC MIRAMAR INNOVATION & TECHNOLOGY CENTER

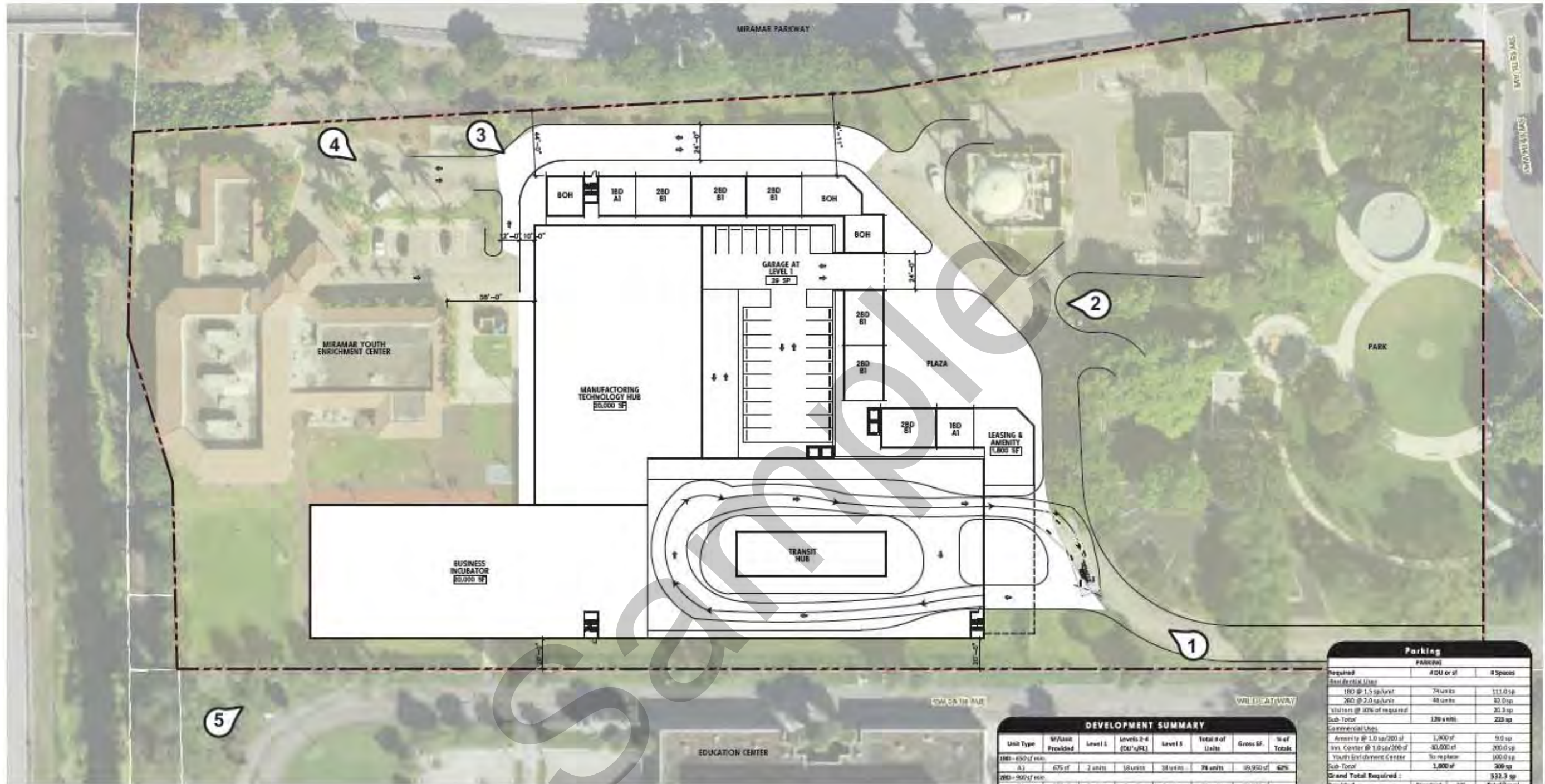
Conceptual Design



DEVELOPMENT SUMMARY							
Unit Type	SF/Unit Provided	Level 1	Levels 2-4 (DU's/FL)	Level 5	Total # of Units	Gross SF.	% of Totals
1BD - 650 sf min.							
A1	675 sf	2 units	18 units	18 units	74 units	49,950 sf	62%
2BD - 900 sf min.							
B1	999 sf	6 units	8 units	8 units	38 units	37,962 sf	
B2	1,010 sf	units	2 units	2 units	8 units	8,080 sf	
<i>Sub-Total</i>		6 units	10 units	10 units	46 units	46,042 sf	38%
Grand Total		8 units	28 units	28 units	120 units	95,992 sf	100%
						<i>800 avg sf/unit</i>	

Parking			
PARKING			
Required	# DU or sf	# Spaces	
Residential Uses			
1BD @ 1.5 sp/unit	74 units	111.0 sp	
2BD @ 2.0 sp/unit	46 units	92.0 sp	
Visitors @ 10% of required		20.3 sp	
<i>Sub-Total</i>	120 units	223 sp	
Commercial Uses			
Amenity @ 1.0 sp/200 sf	1,800 sf	9.0 sp	
Inn. Center @ 1.0 sp/200 sf	40,000 sf	200.0 sp	
Youth Enrichment Center	To replace	100.0 sp	
<i>Sub-Total</i>	1,800 sf	309 sp	
Grand Total Required :			532.3 sp
Provided	Standard	HC	Total/Level
Level 1	30	3	33 sp
Level 2	186	3	189 sp
Level 3	186	3	189 sp
Level 4	186	3	189 sp
Parking Garage (Off-Street)	588 sp	12 sp	600 sp
Grand Total Provided :			600 sp*

** Includes 50 spaces for transit hub*

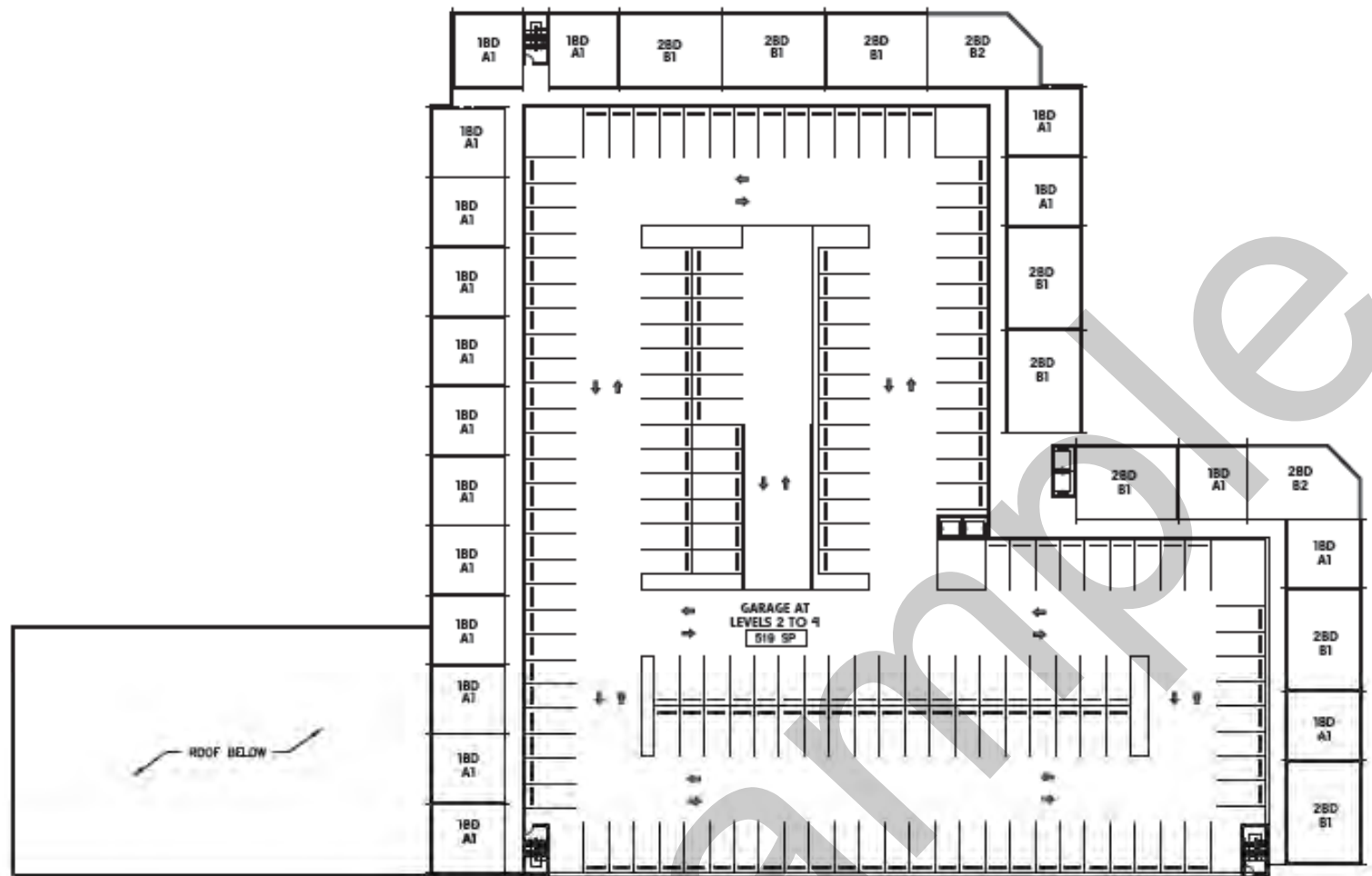


Conceptual Site Plan
SCALE: 1"=30'-0"

DEVELOPMENT SUMMARY						
Unit Type	SF/Area Provided	Level 1	Levels 2-4 (DU's/RL)	Level 5	Total # of Units	% of Total
180 - 650' of area	675' of	2 units	18 units	38 units	78 units	42%
260 - 900' of area	1,010' of	8 units	8 units	8 units	24 units	13%
		2 units	2 units	2 units	6 units	3%
Sub-Totals		10 units	28 units	48 units	86 units	48%
Grand Total		8 units	28 units	28 units	120 units	100%

Parking		
Required	#DU or sf	# Spaces
Residential Units		
180 @ 1.5 sp/unit	74 units	111.0 sp
260 @ 2.0 sp/unit	48 units	96.0 sp
Visitors @ 30% of required		29.3 sp
Sub-Total	120 units	236.3 sp
Commercial Uses		
Amenity @ 1.0 sp/200 sf	1,800 sf	9.0 sp
Inv. Center @ 1.0 sp/200 sf	40,000 sf	200.0 sp
Youth Enrichment Center	To replace	100.0 sp
Sub-Total	1,800 sf	309 sp
Grand Total Required :		545.3 sp
Provided		
Level 1	25	25 sp
Level 2	25	25 sp
Level 3	25	25 sp
Level 4	25	25 sp
Parking Garage (OFF-Street)	588 sp	12 sp
Grand Total Provided :		600 sp*

* Includes 50 spaces for transit hub



 **Conceptual Typical Levels 2-5**
SCALE 1" = 30'-0"





4955 SW 75th Avenue
Miami, Florida 33155
T: 786.879.8882
F: 786.350.1515

www.modisarchitects.com

INNOVATION & TECH VILLAGE
MIRAMAR FLORIDA

CONCEPTUAL RENDERING 2
EAST VIEW



4955 SW 75th Avenue
Miami, Florida 33155
T. 786.879.8882
F. 786.350.1515

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INNOVATION & TECH VILLAGE
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CONCEPTUAL RENDERING 3
NORTH/WEST VIEW



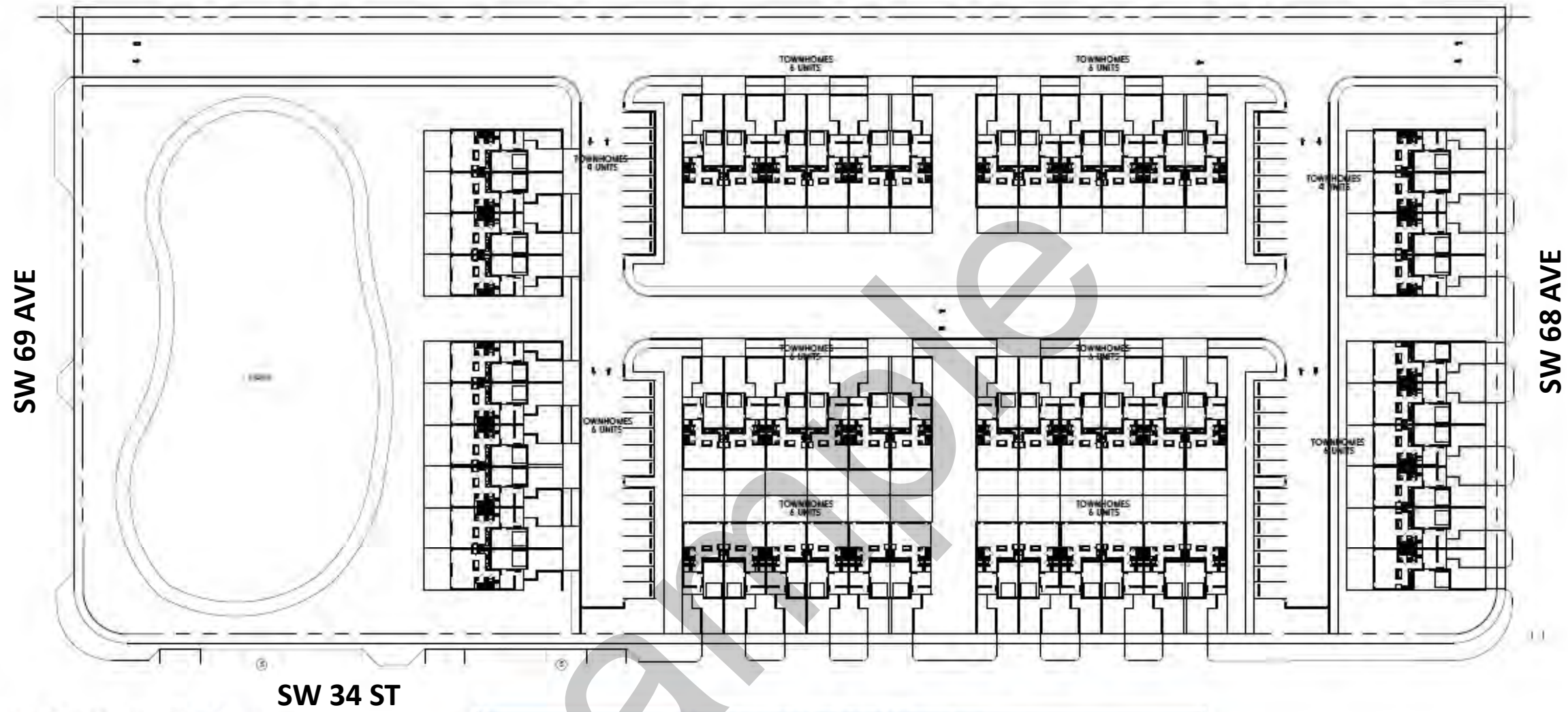
4955 SW 75th Avenue
Miami, Florida 33155
T. 786.879.8882
F. 786.350.1515

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INNOVATION & TECH VILLAGE
MIRAMAR FLORIDA

CONCEPTUAL RENDERING 4
NORTH/WEST VIEW





01 Conceptual Site Plan
SCALE: 1"=30'

Townhouse Unit Area Calculation			
	TH-1		Total
Leasable Area Level 1	962 sf		
Leasable Area Level 2	962 sf		
56 Townhouse			56
56 TH x 2 sp/unit = 112 Spaces Provided			
Visitor Parking Spaces = 112 Spaces Provided			



4025 SW 75th Avenue
Miami, Florida 33155
T 786 879 8862
F 786 350 1515

www.modisarchitects.com

MIRAMAR RESIDENTIAL

TOWNHOMES BUILDINGS
RENDERINGS

PROJECT #19232
09-08-2020



4925 SW 70th Avenue
Miami, Florida 33155
T: 786.875.8882
F: 786.356.1015

www.modisarchitects.com

MIRAMAR RESIDENTIAL

GARDEN STYLE BUILDINGS
RENDERINGS

PROJECT #19232
09-08-2020

HISTORIC MIRAMAR INNOVATION & TECHNOLOGY VILLAGE

Development Program & Cost Estimate Analysis

For PHASE II (CITY PARCELS)

Location	Ownership	Current Use	Proposed Use	Acres	Apt. Units	TH Units	Transit Bldg.	Transit Platform	Institutional/ Office	Stories	Parking
YEC Site (PIIA)	City	Youth Enrichment Center/ Tennis Courts/Parking	Addition of Transit Hub, Innovation Hub and Residential Units	2.50	120		2,500	27,000	40,000	5 max	600*
Wellman Park (PIIB)	City	Park	Residential/Park	3.23		56				2 - 3	134
					120	56	2,500	27,000	40,000		734

Construction Costs Per Unit/Square Foot/Parking Space
Totals

\$200,000	\$310,000	\$185	\$55	\$375	\$25,000	
\$24,000,000	\$17,360,000	\$462,500	\$1,485,000	\$15,000,000	\$15,000,000**	\$73,307,500

Add 20% Soft Costs (design, permitting, etc.)	\$14,661,500
Add 5% Davis Bacon	\$3,665,375
Land (at \$750,000/acre)	\$4,293,750
TOTAL	\$95,928,125

* 225 spaces for res units + 100 for YEC replacement spaces + 50 for Transit Hub Users + 225 for I&T Ctr & Parks

** Based on 600 spaces, TH parking costs included in unit costs

Rev. 10/15/2020

HISTORIC MIRAMAR INNOVATION & TECHNOLOGY VILLAGE

Timeline

For PHASE II (CITY PARCELS)

PHASE II (CITY PARCELS)

Development of a state-of-the-art multi-use facility to include a Broward County Transit (BCT) hub, +/- 40KSF innovation hub, +/- 120 residential units and associated structured parking (+/- 600 spaces) in what is currently the parking area of the Vernon E. Hargray Youth Enrichment Center and identified as Parcel IIA; and, 56 townhouses and a public park/plaza on the current Wellman Park site identified as Parcel IIB.

	<i>Duration</i>	<i>Start</i>	<i>End</i>	<i>Status</i>
Miramar Innovation and Technology Activity Center (MITAC) Land Use Plan Amendment (LUPA) and Rezoning	12 months	Apr 2020	Mar 2021	LUPA in progress
Environmental Assessments/Appraisals	6 months	Jun 2020	Dec 2020	In progress
Request for Proposals to Secure Private Partner/Developer	6 months	Mar 2021	Aug 2021	Includes minimum 90-day response period
Negotiations/Agreement/Conceptual Design	9 months	Sep 2021	May 2022	
Platting, Site Plan Review and Approval (DRC and CAB); Developer Financing; etc.	9 months	Jun 2022	Feb 2023	
Building Permit Review and Approval	6 months	Mar 2023	Aug 2023	
Construction	18-24 months	Sep 2023	Sep 2025	
Secure Partnerships with BCT for Transit Hub and colleges/universities for Innovation Hub	12-18 months	Mar 2021	Aug 2022	

HISTORIC MIRAMAR INNOVATION & TECHNOLOGY VILLAGE

Timeline

For ALL PHASES

PHASE I (SBBC PARCEL)

City redevelopment of an underutilized SBBC portion of Perry Alternative School to include track with open play center field for soccer/football/ baseball, tennis courts (relocated from YEC), resurfaced basketball courts, exercise stations, restrooms, etc.

	<i>Duration</i>	<i>Start</i>	<i>End</i>	<i>Status</i>
Recreation License Agreement between City and Broward School Board	6 months	Oct 2019	Mar 2020	Completed
Architectural Design	4 months	Sep 2020	Dec 2020	Commission approval of Architectural Consultant on 9/16 Commission Agenda
Construction	6 months	Jan 2021	Jun 2021	

PHASE II (CITY PARCELS)

Development of a state-of-the-art multi-use facility to include a Broward County Transit (BCT) hub, +/- 40KSF innovation hub, +/- 120 residential units and associated structured parking (+/- 600 spaces) in what is currently the parking area of the Vernon E. Hargray Youth Enrichment Center and identified as Parcel IIA; and, 56 townhouses and a public park/plaza on the current Wellman Park site identified as Parcel IIB.

	<i>Duration</i>	<i>Start</i>	<i>End</i>	<i>Status</i>
Miramar Innovation and Technology Activity Center (MITAC) Land Use Plan Amendment (LUPA) and Rezoning	12 months	Apr 2020	Mar 2021	LUPA in progress
Environmental Assessments/Appraisals	6 months	Jun 2020	Dec 2020	In progress
Request for Proposals to Secure Private Partner/Developer	6 months	Mar 2021	Aug 2021	Includes minimum 90-day response period
Negotiations/Agreement/Conceptual Design	9 months	Sep 2021	May 2022	
Platting, Site Plan Review and Approval (DRC and CAB); Developer Financing; etc.	9 months	Jun 2022	Feb 2023	
Building Permit Review and Approval	6 months	Mar 2023	Aug 2023	
Construction	18-24 months	Sep 2023	Sep 2025	
Secure Partnerships with BCT for Transit Hub and colleges/universities for Innovation Hub	12-18 months	Mar 2021	Aug 2022	

PHASE III+ (PRIVATE PARCELS: NORTH - BRAVO, B&M PLAZA; SOUTH - PUBLIX, MINIMART, BERGERON)

Redevelopment and expansion of two shopping plazas and adjacent commercial parcels fronting Miramar Parkway into multi-story, mixed-use centers with retail on the first floor and office/residential above. Entitlements to allow for such is being completed by City.

	<i>Duration</i>	<i>Start</i>	<i>End</i>	<i>Status</i>
Miramar Innovation and Technology Activity Center (MITAC) Land Use Plan Amendment (LUPA)	12 months	Apr 2020	Mar 2021	LUPA in progress
On-going dialog with Private Property Owners to explore redevelopment opportunities	12 months	Jan 2021	Dec 2021	
Development Approvals	12-18 month window	Jan 2022	Jun 2023	
Construction Goal	5-year window	Jul 2023	Jun 2028	

HISTORIC MIRAMAR INNOVATION & TECHNOLOGY VILLAGE

About Historic Miramar



Historic Miramar is a 3.8 square mile area that encompasses the City's most mature and established neighborhoods, some dating back to even before the City incorporated in 1955. Historic Miramar is bound by University Drive to the west, US 441/SR 7 to the east, Pembroke Road to the north and Countyline Road to the south and has a population of almost 60,000 residents. It was officially designated as "Historic Miramar" by the City Commission in 2017 because of its historical value and cultural importance (Reso. 17-208).

In the late 1990's, the City's development growth significantly expanded beyond Palm Avenue. As a result, Historic Miramar began experiencing economic decline and disinvestment, which were further exacerbated by the Great Recession and aging infrastructure. As a counterweight to these forces, and in order to "set the stage" for redevelopment and revitalization as well as increase the area's competitiveness, the City invested significant resources in Historic Miramar over the last several years. This has included over \$160 million in infrastructure, streetscapes, roadway improvements and new public facilities. Another \$60 million in infrastructure improvements is planned in the next few years and the \$9.8 million Historic Miramar Police Substation is under construction and slated to open by late 2020.

In addition to capital improvement projects, and in order to cast a redevelopment vision that is both informed by public input and balanced with private sector realities, the City has also collaborated with several regional partners on numerous planning studies for Historic Miramar. The studies highlight the area's potential as a vibrant destination that is a pedestrian friendly environment with a healthy mix of uses, densities and intensities; features an employment hub that clusters anchor institutions with flourishing small businesses, business startups and incubators; and, fosters revitalized neighborhoods that support a range of housing choices and mixed-incomes, retail establishments, cultural and educational amenities, and a multimodal transportation system, including transit, bicycle and pedestrians.

HISTORIC MIRAMAR INNOVATION & TECHNOLOGY VILLAGE

About the City of Miramar



The City of Miramar is a growing municipality in South Florida, located approximately halfway between Miami and Fort Lauderdale. Incorporated on May 26, 1955, the City is 31 square miles in size and linear in shape; approximately 2.5 miles wide (north to south) and 14.5 miles long (east to west). Miramar is a full-service city (police, fire-rescue, parks and recreation, social services, cultural affairs, streets and stormwater, utilities, and more) operated under a “City Manager-City Council” form of government. The City employs over 1,100 people.

Miramar has experienced unprecedented growth over the past several decades, with an increase in population from 72,739 in 2000 to more than 140,000 today. Miramar is currently the 13th largest city in Florida and the fourth largest in Broward County. The City’s infrastructure, residential, commercial, and economic activity has also increased at an explosive pace during the same period.

Miramar is recognized as an economic engine for Broward County with a growing base of diverse, leading employers in key industry sectors such as electronics, advanced manufacturing, aviation, technology and healthcare. Miramar contains the largest commerce park in the region, which includes a foreign trade zone and has a highly skilled and professional workforce. Over the years, Miramar has positioned itself as a preferred locale for major corporations and Fortune 500 companies.

ATTACHMENT 10



PARKS AND RECREATION DIVISION • Administrative Offices
950 N.W. 38th St. • Oakland Park, FL 33309-5982 • 954-357-8100 • TTY 954-537-2844 • FAX 954-357-5991

*Winner of the National Gold Medal Award for Excellence in Park and Recreation Management
Accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA)*

MEMORANDUM

September 21, 2020

To: Dawn B. Teetsel, Director of Planning
Broward County Planning Council

Thru: ^{DAN} Dan West, Director
Parks and Recreation Division

From: Linda Briggs Thompson, Environmental Program Manager ^{LBT}
Parks and Recreation Division

Re: **Land Use Plan Amendment Comments**
Proposed Amendment PC 21-1 MITAC LUPA (Miramar)



Broward County Parks and Recreation Division has reviewed the proposed amendment to the Broward County Land Use Plan for Miramar Innovation & Technology Activity Center (Miramar). Our comment is as follows:

PC 21-1 No objections to the Land Use Plan Amendment. However, regional park impact fees will be required for the additional 900 multi-family dwelling units planned for this project.

If you or your staff has any questions about our comments, please call me at 954-357-8120.

ATTACHMENT 11



Public Works Department – Water and Wastewater Services
WATER MANAGEMENT DIVISION

2555 West Copans Road • Pompano Beach Florida 33069 • PHONE: 954-831-0751 • FAX: 954 831-3285

Via e-mail: luhuman@broward.org

DATE: August 25, 2020

TO: Leny R. Huaman, Planner
Broward County Planning Council
115 South Andrews Avenue, Room 307
Fort Lauderdale, FL 33301



FROM: Susan Juncosa
Broward County Water Management Division

SUBJECT: PC 21-1 & PCT 21-1 Miramar Information and Technology Activity Center
Land Use Plan Amendment – Drainage Analysis

Dear Ms. Huaman:

The information in the above-captioned land use plan amendment (LUPA) is essentially correct. Our office has no objection to this LUPA.

However, I do note an inconsistency on page 16. Item 4 states “a surface water management permit from EPGMD may be required prior to any construction”. “May” should be changed to “will”; this will make it both correct and consistent with Item 2.

Sincerely,

A handwritten signature in blue ink that reads "Susan Juncosa".

Susan Juncosa
Natural Resource Specialist
Broward County Water Management Division
2555 W. Copans Road, Pompano Beach, FL 33069
Office:(954)-831-0778
E-mail: sjuncosa@Broward.org

ATTACHMENT 12

From: [Wayne](#)
To: [Blake Boy, Barbara](#)
Subject: Re: Planning Council email address
Date: Monday, January 25, 2021 8:33:39 AM

Good day, I'm a resident of Rainbow Sub-division in Miramar. I'm writing in reference to Plan Amendment PC-21-1.

The residents in our neighborhood are very frustrated that the City officials will not accept our opposition to this development. We've had numerous face to face meetings with the city manager and his staff to no avail.

Our concerns are as follows:

- SW69th Ave is the only outlet to County Line Rd and this street, our street, has become heavily travelled since the residential development south of County Line Rd. Adding 450 residences averaging 2 or 3 cars per household will turn this street into a highway since it's the only outlet to the Turnpike. They have NOT done any traffic or traffic mitigation study.
- Perry Elementary School, under this plan will be directly adjacent to 450 residential units and the rest of this development instead of Wellman Park as it is now. This may be a zoning issue and a significant safety issue for those kids.
- Wellman Field is the ONLY GREEN SPACE in our community. My kids and our neighbors' for 20yrs have played there as they grew up. We CANNOT lose this city owned and managed park to this development.
- 450 residential units stuffed into this small square footage will lead to a "slum" especially given the fact that they intend to make a portion of low income housing.
- Currently we have a quiet neighbourhood feel but with this development with unknown high volume of traffic, people, bus hub,etc etc, we will lose this and significantly drop our house values.
- The intended bus transit hub will become dormant in a short space of time. The city has not done a ridership study to see if this is worthwhile. Their local buses run empty and have mostly been terminated. The county buses along Miramar Pkwy do get used but not to the extent an entire hub is needed. Also once again no study on the public transportation requirements have been conducted.

These are a few of our concerns and hence our OBJECTION to this development.

Best regards,
Wayne Ramnarine
6900 SW36th St.
Miramar 33023
954-605-0756

RESOLUTION NO. 2021-099

1 A RESOLUTION OF THE BOARD OF COUNTY
2 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
3 TRANSMITTING A PROPOSED AMENDMENT TO THE
4 BROWARD COUNTY LAND USE PLAN TEXT OF THE
5 BROWARD COUNTY COMPREHENSIVE PLAN
6 REGARDING THE CITY OF MIRAMAR INNOVATION &
7 TECHNOLOGY ACTIVITY CENTER; AND PROVIDING
8 FOR AN EFFECTIVE DATE.

9 WHEREAS, Broward County adopted the Broward County Comprehensive Plan
10 on April 25, 2017 (the Plan);

11 WHEREAS, the Department of Economic Opportunity has found the Plan in
12 compliance with the Community Planning Act;

13 WHEREAS, Broward County now wishes to propose an amendment to the
14 Broward County Land Use Plan text;

15 WHEREAS, the Planning Council, as the local planning agency for the Broward
16 County Land Use Plan, held its hearing on January 28, 2021, with due public notice;
17 and

18 WHEREAS, the Board of County Commissioners held its transmittal public
19 hearing on March 9, 2021, at 10:00 a.m., having complied with the notice requirements
20 specified in Section 163.3184(11), Florida Statutes, NOW, THEREFORE,

21 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
22 BROWARD COUNTY:

23 Section 1. The Board of County Commissioners hereby transmits to the
24 Department of Economic Opportunity, South Florida Regional Planning Council, South

1 Florida Water Management District, Department of Environmental Protection,
2 Department of State, Department of Transportation, Fish and Wildlife Conservation
3 Commission, Department of Agriculture and Consumer Services, and Department of
4 Education, as applicable, for review and comment pursuant to Section 163.3184,
5 Florida Statutes, Amendment PCT 21-1, which is an amendment to the Broward County
6 Land Use Plan text regarding the City of Miramar Innovation & Technology Activity
7 Center.

8 Section 2. The proposed amendment to the Broward County Comprehensive
9 Plan is attached as Exhibit "A" to this Resolution.

10 Section 3. EFFECTIVE DATE.

11 This Resolution is effective upon adoption.

12
13 ADOPTED this 9th day of March, 2021.

14
15
16 Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

17
18 By /s/ Maite Azcoitia 01/28/2021
19 Maite Azcoitia (date)
20 Deputy County Attorney

21
22
23 MA/gmb
01/28/21
24 PCT21-1 City of Miramar Innovation & Technology Activity Center.TransReso.doc
#80041



Attachment E

Example of Staff Report No. 3

RE: Amendments to Broward County Comprehensive Plan
and Land Use Plan



February 25, 2021

Note: Additional attachments available upon request.

Ray Eubanks, Plan Processing Administrator
State Land Planning Agency
Florida Department of Economic Opportunity
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL 32399

Dear Mr. Eubanks:

On February 23, 2021, the Broward County Board of County Commissioners held a public hearing in accordance with Chapter 163, Florida Statutes, and voted to adopt Ordinance Numbers 2021-09 through 2021-11, amending the Broward County Comprehensive Plan (BCCP). The enclosed ordinances adopt two (2) amendments to the Broward County Land Use Plan (BCLUP) text (PCT 20-7 and PCT 20-8) and one (1) amendment to the BCLUP Natural Resource Map Series (PCNRM 20-2). The amendments were transmitted by the Board of County Commissioners on December 1, 2020 and were reviewed under the expedited State review process (DEO #20-8ESR). In addition, the amendment reports reflect no changes from the transmittal submission package.

In accordance with the Florida Administrative Code, the adoption ordinances and the adopted amendments are provided (one hard copy and two digital copies). It is noted that the certified, sealed ordinances will be forwarded upon receipt from the County's Records, Taxes and Treasury Division. In addition, by copy of this letter, digital copies of this submittal are being provided directly to the South Florida Regional Planning Council, the Florida Department of Transportation - District IV, the South Florida Water Management District, the Florida Department of Environmental Protection, the Florida Department of State, the Florida Fish and Wildlife Conservation Commission, the Florida Department of Agriculture and Consumer Services and the Florida Department of Education.

We appreciate the continued assistance and cooperation of the Division of Community Planning & Development in the development and refinement of the Broward County Comprehensive Plan. Please contact me or Deanne Von Stetina, AICP, Assistant Executive Director for the Planning Council, if you have any questions or require additional information.

Respectfully,

A handwritten signature in blue ink, appearing to read "BBB", is positioned above the typed name.

Barbara Blake Boy
Executive Director

Ray Eubanks
February 25, 2021
Page Two

BBB:DDV

Enclosures

cc/enc: Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council
Terry Manning, AICP, Planning & Policy Analyst, South Florida Water Management District
Larry Hymowitz, Planning Specialist, Planning & Environmental Management, Florida Department of Transportation, District IV
Plan Review, Office of Intergovernmental Programs, Florida Department of Environmental Protection
Robin Jackson, Historic Preservation Planner, Bureau of Historic Preservation, Florida Department of State
Scott Sanders, Conservation Planning Services, Florida Fish & Wildlife Conservation Commission
Comprehensive Plan Review, Office of Policy & Budget, Florida Department of Agriculture and Consumer Services
Mark Weigly, Director, Office of Educational Facilities, Florida Department of Education

cc: Bertha Henry, Broward County Administrator
Maite Azcoitia, Broward County Deputy County Attorney
Jennifer Jurado, Ph.D, Chief Resiliency Officer and Deputy Director, Environmental Protection and Growth Management Department
Josie P. Sesodia, AICP, Director, Broward County Planning and Development Management Division
John Krane, PE, Planning & Environmental Administrator, Florida Department of Transportation, District IV
David Recor, Director, Pompano Beach Development Services



ORDINANCE NUMBER 2021 - 09

ORDINANCE TO ADOPT AMENDMENT PCT 20-7

Sample

ORDINANCE NO. 2021-09

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE BROWARD COUNTY LAND USE PLAN TEXT REGARDING THE POMPAÑO BEACH JOHN KNOX VILLAGE ACTIVITY CENTER; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the Broward County Comprehensive Plan on April 25, 2017 (the Plan);

WHEREAS, the Department of Economic Opportunity has found the Plan in compliance with the Community Planning Act;

WHEREAS, Broward County now wishes to propose an amendment to the Broward County Land Use Plan text regarding the Pompano Beach John Knox Village Activity Center;

WHEREAS, the Planning Council, as the local planning agency for the Broward County Land Use Plan, held its hearing on October 22, 2020, with due public notice;

WHEREAS, the Board of County Commissioners held its transmittal public hearing on December 1, 2020, having complied with the notice requirements specified in Section 163.3184(11), Florida Statutes;

WHEREAS, the Board of County Commissioners held adoption public hearing on February 23, 2021, at 10:00 a.m., [also complying with the notice requirements specified in Section 163.3184(11), Florida Statutes] at which public comment was accepted and comments of the Department of Economic Opportunity, South Florida Regional Planning Council, South Florida Water Management District, Department of Environmental Protection, Department of State, Department of Transportation, Fish and Wildlife

1 Conservation Commission, Department of Agriculture and Consumer Services, and
2 Department of Education, as applicable, were considered; and

3 WHEREAS, the Board of County Commissioners, after due consideration of all
4 matters, hereby finds that the following amendment to the Plan is consistent with the State
5 Plan, Regional Plan, and the Plan; complies with the requirements of the Community
6 Planning Act; and is in the best interests of the health, safety, and welfare of the residents
7 of Broward County,

8 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
9 BROWARD COUNTY, FLORIDA:

10 Section 1. The Plan is hereby amended by Amendment PCT 20-7, which is an
11 amendment to the Broward County Land Use Plan text regarding the Pompano Beach
12 John Knox Village Activity Center, as set forth in Exhibit "A," attached hereto and
13 incorporated herein.

14 Section 2. Severability.

15 If any portion of this Ordinance is determined by any court to be invalid, the invalid
16 portion will be stricken, and such striking will not affect the validity of the remainder of this
17 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
18 legally applied to any individual, group, entity, property, or circumstance, such
19 determination will not affect the applicability of this Ordinance to any other individual,
20 group, entity, property, or circumstance.

21 Section 3. Effective Date.

22 (a) The effective date of the plan amendment set forth in this Ordinance will be
23 the latter of:

24

- 1 (1) Thirty-one (31) days after the Department of Economic Opportunity notifies
- 2 Broward County that the plan amendment package is complete;
- 3 (2) If the plan amendment is timely challenged, the date a final order is issued
- 4 by the Administration Commission or the Department of Economic
- 5 Opportunity finding the amendment to be in compliance;
- 6 (3) If the Department of Economic Opportunity or the Administration
- 7 Commission finds the amendment to be in noncompliance, pursuant to
- 8 Section 163.3184(8)(b), Florida Statutes, the date the Board of County
- 9 Commissioners, nonetheless, elects to make the plan amendment effective
- 10 notwithstanding potential statutory sanctions; or
- 11 (4) If a Declaration of Restrictive Covenants or agreement is applicable, as per
- 12 Exhibit "B," the date the Declaration of Restrictive Covenants or agreement
- 13 is recorded in the Public Records of Broward County.
- 14 (b) This Ordinance is effective as of the date provided by law.

15
 16 ENACTED February 24, 2021
 17 FILED WITH THE DEPARTMENT OF STATE
 18 EFFECTIVE

19 Approved as to form and legal sufficiency:
 20 Andrew J. Meyers, County Attorney

21 By /s/ Maite Azcoitia 01/14/2021
 22 Maite Azcoitia (date)
 23 Deputy County Attorney

24 MA/gmb
 PCT20-7 Pompano Beach John Knox Village Activity Center Ord
 01/14/2021
 #80041

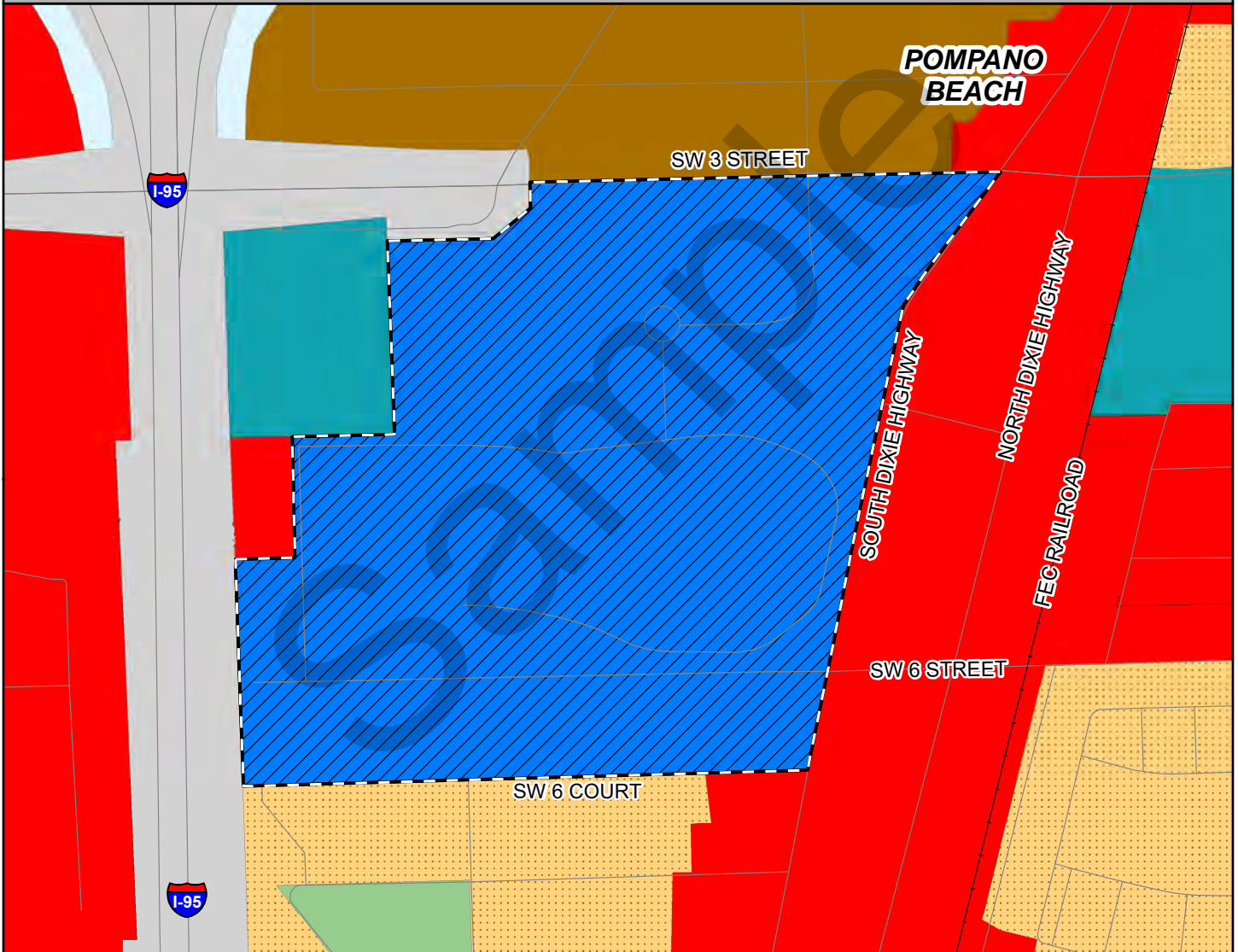
EXHIBIT A

BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PCT 20-7

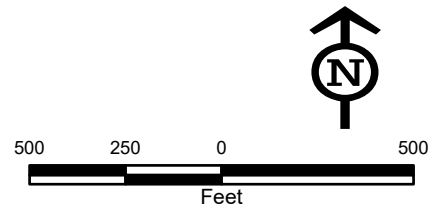
Current Land Use: Activity Center

Proposed Land Use: Activity Center - Addition of 96,000 square feet of office use.
Reduction of 27,700 square feet of commercial use.

Gross Acres: Approximately 69.7 acres



- | | |
|--|---|
|  Site |  Recreation and Open Space |
|  Medium (16) Residential |  Community |
|  Medium-High (25) Residential |  Transportation |
|  Activity Center |  Water / Primary Drainage |
|  Commerce | |



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PCT 20-7
(POMPANO BEACH)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Transmittal Recommendation

October 13, 2020

Planning Council staff finds the proposed amendment is generally consistent with the policies of the BrowardNext – Broward County Land Use Plan. Therefore, it is recommended that the proposed amendment be approved.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
- (2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- (3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- (6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.

In addition, if the Planning Council does not require a second Planning Council public hearing and the Broward County Land Use Plan amendment is adopted by the County Commission, this action by the Planning Council shall be considered the “conditional” recertification of the municipal land use plan amendment, which directly correlates to the referenced BCLUP amendment. The recertification will not be deemed effective until such time as the Planning Council Executive Director and Attorney determine that the municipality has fulfilled all application requirements for recertification of local land use plans, as outlined in the *Administrative Rules Document: BrowardNext*. The Planning Council Executive Director will issue a written letter of effectiveness to the municipality upon satisfaction of the same.

RECOMMENDATIONS/ACTIONS (continued)

DATE

II. Planning Council Transmittal Recommendation

October 22, 2020

Approval per Planning Council staff transmittal recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous: 16-0; Blackwelder, Blattner, Breslau, Castillo, DiGiorgio, Fernandez, Gomez, Good, Graham, Hardin, Maxey, Parness, Railey, Rich, Ryan and Stermer.)

III. County Commission Transmittal Recommendation

December 1, 2020

Approval per Planning Council transmittal recommendation.

IV. Summary of State of Florida Review Agency Comments

January 6, 2021

The State of Florida Review Agencies issued no comments or objections regarding the proposed amendment.

V. County Commission Final Action

February 23, 2021

Approved per Planning Council transmittal recommendation.

Sample

SECTION II
AMENDMENT REPORT
PROPOSED AMENDMENT PCT 20-7

INTRODUCTION AND APPLICANT'S RATIONALE

- I. **Municipality:** Pompano Beach
- II. **County Commission District:** District 4
- III. **Site Characteristics**
- A. **Size:** Approximately 69.7 acres
- B. **Location:** In Section 2, Township 49 South, Range 42 East; generally located south of Southwest 3 Street, west of South Dixie Highway, east of Interstate 95 and north of Southwest 6 Court.
- C. **Existing Use:** Retirement community
- IV. **Broward County Land Use Plan (BCLUP) Designations**
- A. **Current Designation:** Activity Center consisting of:
1,224 dwelling units consisting of:
674 high-rise units
247 assisted dwelling unit equivalents
216 villas
87 garden apartments
70,000 square feet of commercial use
4.28 acres minimum of recreation and open space use
- B. **Proposed Designation:** Activity Center consisting of:
1,224 dwelling units
42,300 square feet of commercial use
96,000 square feet of office use
4.28 acres minimum of recreation and open space use
- C. **Estimated Net Effect:** **Addition** of 96,000 square feet of office use
Reduction of 27,700 square feet of commercial use
No net change to residential or recreation and open space uses

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site

- A. *Existing Uses:*
- North:* Religious institution, multi-family residential and vacant
East: Auto repair, warehouses and retail
South: Auto repair, single-family residential and multi-family residential
West: Interstate 95 and religious institution
- B. *Planned Uses:*
- North:* Commerce, Community, Transportation and Medium-High (25) Residential
East: Commerce
South: Commerce and Medium (16) Residential
West: Transportation, Commerce and Community

VI. Applicant/Petitioner

- A. *Applicant:* John Knox Village of Florida, Inc.
- B. *Agents:* Robert B. Lochrie III, Esquire, Lochrie & Chakas, P.A.
Leigh R. Kerr, AICP, Leigh Robinson Kerr & Associates, Inc.
- C. *Property Owner:* John Knox Village of Florida, Inc.

VII. Recommendation of Local Governing Body:

The City of Pompano Beach recommends approval of the proposed amendment.

ATTACHMENT 1

BROWARD COUNTY LAND USE PLAN TEXT AMENDMENT PCT 20-7

Pompano Beach John Knox Village Activity Center

Acreege: Approximately 69.7 acres

General Location: Generally located south of Southwest 3 Street, west of South Dixie Highway, east of Interstate 95 and north of Southwest 6 Court.

Density and Intensity of Land Uses:

Residential Land Uses: 1,224 dwelling units*

Commercial Land Uses: ~~70,000~~ 42,300 square feet

Office Land Uses: 96,000 square feet

Recreation and Open Space: 4.28 acres minimum

Remarks:

~~*Consisting of 674 high rise 1 units, 247 assisted dwelling unit equivalents, 216 villas and 87 garden apartments.~~

*The dwelling units are age restricted via a legally enforceable declaration recorded in Broward County public records.

Note: Underlined words are proposed additions; ~~struck through~~ words are proposed deletions; double underlined words are additions proposed by Planning Council staff.

ORDINANCE NUMBER 2021 - 10

ORDINANCE TO ADOPT AMENDMENT PCNRM 20-2

Sample

ORDINANCE NO. 2021-10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT TO THE PRIORITY PLANNING FOR SEA LEVEL RISE MAP OF THE BROWARD COUNTY COMPREHENSIVE PLAN; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the Broward County Comprehensive Plan on April 25, 2017 (the Plan);

WHEREAS, the Department of Economic Opportunity has found the Broward County Comprehensive Plan in compliance with the Community Planning Act;

WHEREAS, Broward County now wishes to propose an amendment to the Priority Planning for Sea Level Rise Map of the Plan;

WHEREAS, the Planning Council, as the local planning agency for the Broward County Land Use Plan, held its hearing on October 22, 2020, with due public notice;

WHEREAS, the Board of County Commissioners held its transmittal public hearing on December 1, 2020, having complied with the notice requirements specified in Section 163.3184(11), Florida Statutes;

WHEREAS, the Board of County Commissioners held an adoption public hearing on February 23, 2021, at 10:00 a.m. [also complying with the notice requirements specified in Section 163.3184(11), Florida Statutes] at which public comment was accepted and comments of the Department of Economic Opportunity, South Florida Regional Planning Council, South Florida Water Management District, Department of Environmental Protection, Department of State, Department of Transportation, Fish and Wildlife Conservation Commission, Department of Agriculture and Consumer Services, and Department of Education, as applicable, were considered; and

1 WHEREAS, the Board of County Commissioners, after due consideration of all
2 matters, hereby finds that the following amendment to the Broward County
3 Comprehensive Plan is consistent with the State Plan, Regional Plan, and the Broward
4 County Comprehensive Plan; complies with the requirements of the Community Planning
5 Act; and is in the best interests of the health, safety, and welfare of the residents of
6 Broward County,

7 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
8 BROWARD COUNTY, FLORIDA:

9 Section 1. The Broward County Comprehensive Plan is hereby amended by
10 Amendment PCNRM 20-2, which is an amendment to the Priority Planning for Sea Level
11 Rise Map of the Broward County Comprehensive Plan, as set forth in Exhibit "A," attached
12 hereto and incorporated herein.

13 Section 2. Severability.

14 If any portion of this Ordinance is determined by any court to be invalid, the invalid
15 portion will be stricken, and such striking will not affect the validity of the remainder of this
16 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
17 legally applied to any individual, group, entity, property, or circumstance, such
18 determination will not affect the applicability of this Ordinance to any other individual,
19 group, entity, property, or circumstance.

20 Section 3. Effective Date.

21 (a) The effective date of the plan amendment set forth in this Ordinance shall
22 be the latter of:

23 (1) Thirty-one (31) days after the Department of Economic Opportunity notifies
24 Broward County that the plan amendment package is complete;

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1 (2) If the plan amendment is timely challenged, the date a final order is issued
2 by the Administration Commission or the Department of Economic
3 Opportunity finding the amendment to be in compliance; or

4 (3) If the Department of Economic Opportunity or the Administration
5 Commission finds the amendment to be in noncompliance, pursuant to
6 Section 163.3184(8)(b), Florida Statutes, the date the Board of County
7 Commissioners nonetheless, elects to make the plan amendment effective
8 notwithstanding potential statutory sanctions.

9 (b) This Ordinance is effective as of the date provided by law.

10 ENACTED February 23, 2021

11 FILED WITH THE DEPARTMENT OF STATE

12 EFFECTIVE

13 Approved as to form and legal sufficiency:
14 Andrew J. Meyers, County Attorney

15
16 By /s/ Maite Azcoitia 01/19/2021
17 Maite Azcoitia (date)
18 Deputy County Attorney

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21
22 MA/gmb
23 01/19/2021
24 PCNRM20-2 Priority Planning for Sea Level Rise Map Ord.doc
#80041

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

EXHIBIT A

SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PCNRM 20-2

**(NATURAL RESOURCE MAP SERIES -
PRIORITY PLANNING AREAS FOR SEA LEVEL RISE MAP)**

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Transmittal Recommendation

October 13, 2020

It is recommended that the proposed amendment to the Broward County Natural Resource Map Series – Priority Planning Areas for Sea Level Rise map be approved. **See Map.**

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
- (2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- (3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- (6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.

II. Planning Council Transmittal Recommendation

October 22, 2020

Approval per Planning Council staff transmittal recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous; 16-0: Blackwelder, Blattner, Breslau, Castillo, DiGiorgio, Fernandez, Gomez, Good, Graham, Hardin, Maxey, Parness, Railey, Rich, Ryan and Stermer.)

RECOMMENDATIONS/ACTIONS (continued)

DATE

III. County Commission Transmittal Recommendation

December 1, 2020

Approval per Planning Council transmittal recommendation.

IV. Summary of State of Florida Review Agency Comments

January 6, 2021

The State of Florida Review Agencies issued no comments or objections regarding the proposed amendment.

V. County Commission Final Action

February 23, 2021

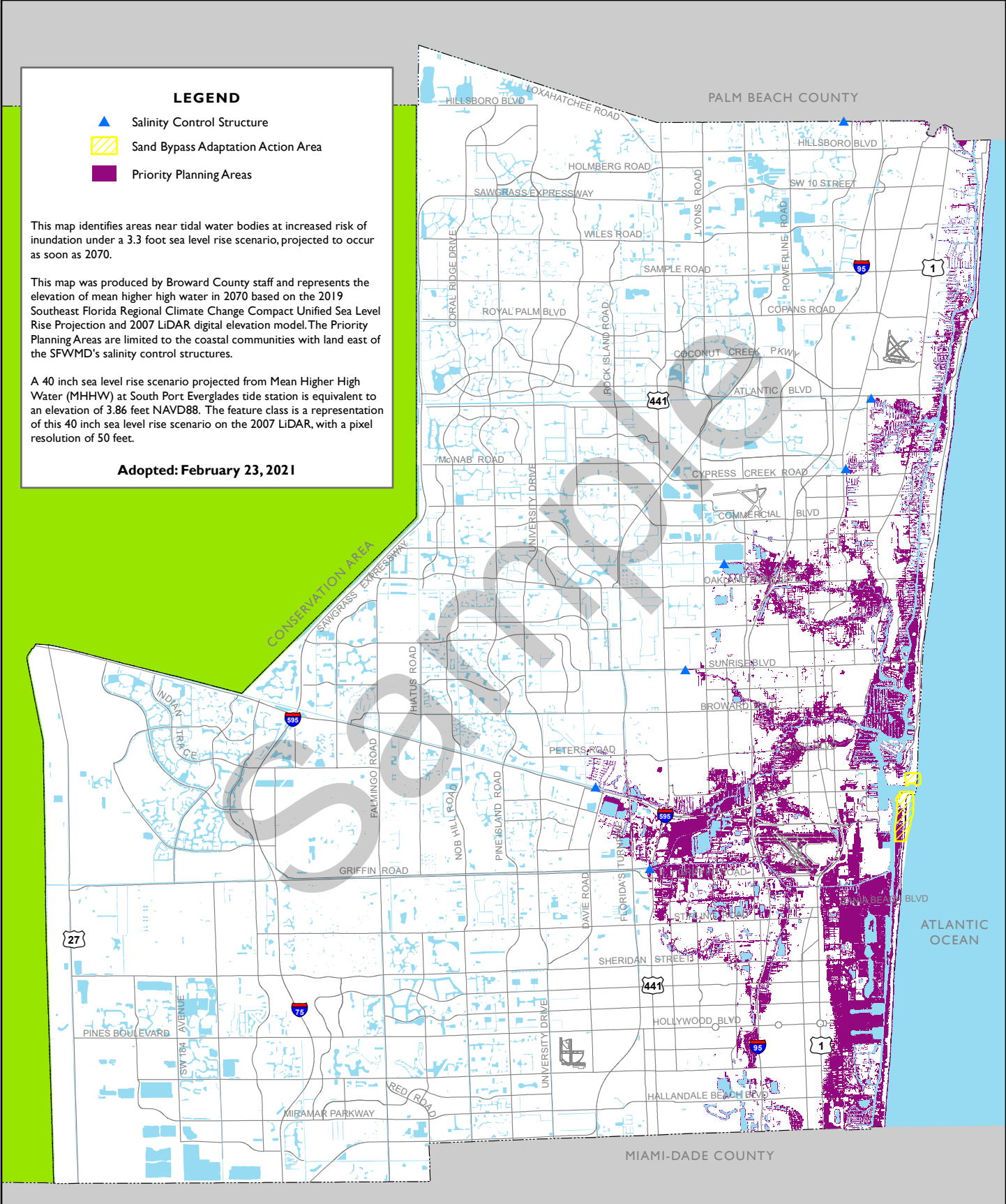
Approved per Planning Council transmittal recommendation.

Sample

BROWARD COUNTY LAND USE PLAN NATURAL RESOURCE MAP SERIES



Eastern Broward County: Priority Planning Areas for Sea Level Rise



SOURCES

Broward County Environmental Planning and Community Resilience Division, Broward County Planning Council

This is a generalized map. This map should not be used to determine parcel boundaries or limits of depicted items. Please contact the Broward County Planning Council office at 954.357.6695 regarding questions pertaining to parcel boundaries or limits.



ORDINANCE NUMBER 2021 - 11

ORDINANCE TO ADOPT AMENDMENT PCT 20-8

Sample

ORDINANCE NO. 2021-11

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE BROWARD COUNTY LAND USE PLAN TEXT REGARDING THE CLIMATE CHANGE RESILIENCE STRATEGY CCR-2; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the Broward County Comprehensive Plan on April 25, 2017 (the Plan);

WHEREAS, the Department of Economic Opportunity has found the Plan in compliance with the Community Planning Act;

WHEREAS, Broward County now wishes to propose an amendment to the Broward County Land Use Plan text regarding the Climate Change Resilience Strategy CCR-2;

WHEREAS, the Planning Council, as the local planning agency for the Broward County Land Use Plan, held hearing on October 22, 2020, with due public notice;

WHEREAS, the Board of County Commissioners held its transmittal public hearing on December 1, 2020, having complied with the notice requirements specified in Section 163.3184(11), Florida Statutes;

WHEREAS, the Board of County Commissioners held adoption public hearing on February 23, 2021, at 10:00 a.m., [also complying with the notice requirements specified in Section 163.3184(11), Florida Statutes] at which public comment was accepted and comments of the Department of Economic Opportunity, South Florida Regional Planning Council, South Florida Water Management District, Department of Environmental Protection, Department of State, Department of Transportation, Fish and Wildlife

1 Conservation Commission, Department of Agriculture and Consumer Services, and
2 Department of Education, as applicable, were considered; and

3 WHEREAS, the Board of County Commissioners, after due consideration of all
4 matters, hereby finds that the following amendment to the Plan is consistent with the State
5 Plan, Regional Plan, and the Plan; complies with the requirements of the Community
6 Planning Act; and is in the best interests of the health, safety, and welfare of the residents
7 of Broward County,

8 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
9 BROWARD COUNTY, FLORIDA:

10 Section 1. The Plan is hereby amended by Amendment PCT 20-8, which is an
11 amendment to the Broward County Land Use Plan text regarding the Climate Change
12 Resilience Strategy CCR-2, as set forth in Exhibit "A," attached hereto and incorporated
13 herein.

14 Section 2. Severability.

15 If any portion of this Ordinance is determined by any court to be invalid, the invalid
16 portion will be stricken, and such striking will not affect the validity of the remainder of this
17 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
18 legally applied to any individual, group, entity, property, or circumstance, such
19 determination will not affect the applicability of this Ordinance to any other individual,
20 group, entity, property, or circumstance.

21 Section 3. Effective Date.

22 (a) The effective date of the plan amendment set forth in this Ordinance will be
23 the latter of:

24

- 1 (1) Thirty-one (31) days after the Department of Economic Opportunity notifies
- 2 Broward County that the plan amendment package is complete;
- 3 (2) If the plan amendment is timely challenged, the date a final order is issued
- 4 by the Administration Commission or the Department of Economic
- 5 Opportunity finding the amendment to be in compliance;
- 6 (3) If the Department of Economic Opportunity or the Administration
- 7 Commission finds the amendment to be in noncompliance, pursuant to
- 8 Section 163.3184(8)(b), Florida Statutes, the date the Board of County
- 9 Commissioners, nonetheless, elects to make the plan amendment effective
- 10 notwithstanding potential statutory sanctions; or
- 11 (b) This Ordinance is effective as of the date provided by law.

12
13 ENACTED February 23, 2021
14 FILED WITH THE DEPARTMENT OF STATE
15 EFFECTIVE

16 Approved as to form and legal sufficiency:
17 Andrew J. Meyers, County Attorney

18 By /s/ Maite Azcoitia 01/14/2021
19 Maite Azcoitia (date)
20 Deputy County Attorney

21
22 MA/gmb
23 PCT20-8 Climate Change Resilience Strategy CCR-2 Ord.
01/14/2021
24 #80041

EXHIBIT A

SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN TEXT
PROPOSED AMENDMENT PCT 20-8

“CLIMATE CHANGE RESILIENCE VISION STRATEGY CCR-2”

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Transmittal Recommendation October 13, 2020

It is recommended that the proposed text amendment be approved. Please see **Attachment 1**.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
- (2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- (3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- (6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.

II. Planning Council Transmittal Recommendation October 22, 2020

Approval per Planning Council staff transmittal recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous; 16-0: Blackwelder, Blattner, Breslau, Castillo, DiGiorgio, Fernandez, Gomez, Good, Graham, Hardin, Maxey, Parness, Railey, Rich, Ryan and Stermer.)

RECOMMENDATIONS/ACTIONS (continued)

DATE

III. County Commission Transmittal Recommendation

December 1, 2020

Approval per Planning Council transmittal recommendation.

IV. Summary of State of Florida Review Agency Comments

January 6, 2021

The State of Florida Review Agencies issued no comments or objections regarding the proposed amendment.

V. County Commission Final Action

February 23, 2021

Approved per Planning Council transmittal recommendation.

Sample

TABLE OF CONTENTS

**AMENDMENTS TO THE
BROWARD COUNTY COMPREHENSIVE PLAN
PCT 20-7, PCNRM 20-2 AND PCT 20-8
ADOPTION
(DEO #20-8ESR)**

FEBRUARY 23, 2021

- ITEM 1** **AMENDMENT PCT 20-7**
Amendment to the Broward County Land Use Plan text to add 96,000 square feet of office uses, reduce 27,700 square feet of commercial uses and eliminate dwelling unit “types” within the Pompano Beach John Knox Village Activity Center; approximately 69.7 acres; generally located south of Southwest 3 Street, west of South Dixie Highway, east of Interstate 95 and north of Southwest 6 Court.
- ITEM 2** **AMENDMENT PCNRM 20-2**
Amendment to the update the Priority Planning Areas for Sea Level Rise map of the Broward County Land Use Plan Natural Resource Map Series.
- ITEM 3** **AMENDMENT PCT 20-8**
Amendment to the Broward County Land Use Plan text to revise the Climate Change Resilience Vision Strategy CCR-2 for consistency with the update the Priority Planning Areas for Sea Level Rise map.

EXPLANATION OF TRANSPORTATION TERMINOLOGY

Year 2045:	Long Range Regional Transportation Network
I.T.E.:	Institute of Transportation Engineers Trip Generation Manual
Capacity:	Capacity at Level of Service D in thousands of vehicles at p.m. peak hour
P.M. Peak Hour:	Traffic in thousands of vehicles per peak hour (i.e. one hour measured between 4:00 and 6:00 p.m.)
Annual Average Daily Traffic (A.A.D.T.):	The volume passing a point or segment of a roadway in both directions for one year divided by the number of days in the year. ¹
Significance Threshold:	Corresponding to additional p.m. peak hour trips at three-percent (3%) or more of such capacity of a regional transportation link at the long-range planning horizon per BrowardNext - Broward County Land Use Plan Policy 2.14.9.
LOS:	Level of Service ² (LOS D is a policy of the Broward County Board of County Commissioners)
A	LOS A describes primarily free-flow operations at average travel speeds, usually about 90 percent of the free-flow speed for the given street class. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Control delay at signalized intersections is minimal.
B	LOS B describes reasonable unimpeded operations at average travel speeds, usually about 70 percent of the free-flow speed for the street class. The ability to maneuver within the traffic stream is only slightly restricted, and control delays at signalized intersections are not significant.
C	LOS C describes stable operations; however, ability to maneuver and change lanes in midblock locations may be more restricted than at LOS B, and longer queues, adverse signal coordination, or both may contribute to lower average travel speeds of about 50 percent of the free-flow speed for the street class.
D	LOS D borders on a range in which small increases in flow may cause substantial increases in delay and decreases in travel speed. LOS D may be due to adverse signal progression, inappropriate signal timing, high volumes, or a combination of these factors. Average travel speeds are about 40 percent of free-flow speed.
E	LOS E is characterized by significant delays and average travel speeds of 33 percent or less of the free-flow speed. Such operations are caused by a combination of adverse progression, high signal density, high volumes, extensive delays at critical intersections, and inappropriate signal timing.
F	LOS F is characterized by urban street flow at extremely low speeds, typically one-third to one-fourth of the free-flow speed. Intersection congestion is likely at critical signalized locations, with high delays, high volumes, and extensive queuing.

¹ Definition provided by the Broward Metropolitan Planning Organization.

² Highway Capacity Manual. Transportation Research Board: National Research Council, Washington, D.C. 2000, page 10-5.

SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PCT 20-7
(POMPANO BEACH)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Transmittal Recommendation

October 13, 2020

Planning Council staff finds the proposed amendment is generally consistent with the policies of the BrowardNext – Broward County Land Use Plan. Therefore, it is recommended that the proposed amendment be approved.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
- (2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- (3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- (6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.

In addition, if the Planning Council does not require a second Planning Council public hearing and the Broward County Land Use Plan amendment is adopted by the County Commission, this action by the Planning Council shall be considered the “conditional” recertification of the municipal land use plan amendment, which directly correlates to the referenced BCLUP amendment. The recertification will not be deemed effective until such time as the Planning Council Executive Director and Attorney determine that the municipality has fulfilled all application requirements for recertification of local land use plans, as outlined in the *Administrative Rules Document: BrowardNext*. The Planning Council Executive Director will issue a written letter of effectiveness to the municipality upon satisfaction of the same.

RECOMMENDATIONS/ACTIONS (continued)

DATE

II. Planning Council Transmittal Recommendation

October 22, 2020

Approval per Planning Council staff transmittal recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous: 16-0; Blackwelder, Blattner, Breslau, Castillo, DiGiorgio, Fernandez, Gomez, Good, Graham, Hardin, Maxey, Parness, Railey, Rich, Ryan and Stermer.)

III. County Commission Transmittal Recommendation

December 1, 2020

Approval per Planning Council transmittal recommendation.

IV. Summary of State of Florida Review Agency Comments

January 6, 2021

The State of Florida Review Agencies issued no comments or objections regarding the proposed amendment.

V. County Commission Final Action

February 23, 2021

Approved per Planning Council transmittal recommendation.

Sample

SECTION II
AMENDMENT REPORT
PROPOSED AMENDMENT PCT 20-7

INTRODUCTION AND APPLICANT'S RATIONALE

- I. Municipality: Pompano Beach
- II. County Commission District: District 4
- III. Site Characteristics
- A. Size: Approximately 69.7 acres
- B. Location: In Section 2, Township 49 South, Range 42 East; generally located south of Southwest 3 Street, west of South Dixie Highway, east of Interstate 95 and north of Southwest 6 Court.
- C. Existing Use: Retirement community
- IV. Broward County Land Use Plan (BCLUP) Designations
- A. Current Designation: Activity Center consisting of:
1,224 dwelling units consisting of:
674 high-rise units
247 assisted dwelling unit equivalents
216 villas
87 garden apartments
70,000 square feet of commercial use
4.28 acres minimum of recreation and open space use
- B. Proposed Designation: Activity Center consisting of:
1,224 dwelling units
42,300 square feet of commercial use
96,000 square feet of office use
4.28 acres minimum of recreation and open space use
- C. Estimated Net Effect: **Addition** of 96,000 square feet of office use
Reduction of 27,700 square feet of commercial use
No net change to residential or recreation and open space uses

INTRODUCTION AND APPLICANT’S RATIONALE (continued)

V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site

- A. *Existing Uses:*
 - North:* Religious institution, multi-family residential and vacant
 - East:* Auto repair, warehouses and retail
 - South:* Auto repair, single-family residential and multi-family residential
 - West:* Interstate 95 and religious institution

- B. *Planned Uses:*
 - North:* Commerce, Community, Transportation and Medium-High (25) Residential
 - East:* Commerce
 - South:* Commerce and Medium (16) Residential
 - West:* Transportation, Commerce and Community

VI. Applicant/Petitioner

- A. *Applicant:* John Knox Village of Florida, Inc.

- B. *Agents:* Robert B. Lochrie III, Esquire, Lochrie & Chakas, P.A.
Leigh R. Kerr, AICP, Leigh Robinson Kerr & Associates, Inc.

- C. *Property Owner:* John Knox Village of Florida, Inc.

VII. Recommendation of Local Governing Body:

The City of Pompano Beach recommends approval of the proposed amendment.

VIII. Applicant’s Rationale

The applicant states: “The subject site contains John Knox Village (JKV), a senior community situated on the east side of I-95 west of Dixie Highway and south of Race Track Road/SW 3rd Street/Pompano Park Place. The proposed text amendment is to remove the unit type restrictions, reduce the amount of commercial, and add office to the mix of uses permitted in the Local Activity Center (LAC). The proposed revision is consistent with future development plans for the site. Additionally, the John Knox Village is all senior housing and therefore has no impact on schools. The amendment proposes changes to only the office and commercial categories. The type of office and commercial uses envisioned on the site include those permitted in the Local Activity Center zoning district, such as general office and retail, medical office, personal care, legal services, real estate services, eating and drinking establishments, retail sales and community services.”

SECTION III
AMENDMENT REPORT
PROPOSED AMENDMENT PCT 20-7

REVIEW OF PUBLIC FACILITIES AND SERVICES

I. Potable Water/Sanitary Sewer/Solid Waste/Drainage/Parks & Open Space

Adequate potable water facility capacity and supply, sanitary sewer facility capacity, drainage and solid waste services and park and open space acreage will be available to serve the proposed land use. See Attachment 3.

Regarding the long-range planning horizon for potable water supply, it is noted that the City of Pompano Beach adopted its 10-year Water Supply Facilities Work Plan on March 24, 2015.

II. Transportation & Mobility

The text amendment proposes an addition of 96,000 square feet of office use and a reduction of 27,700 square feet of commercial use, with no net change in the number of dwelling units and recreation and open space uses.

Planning Council staff's standard traffic analysis, which includes a 7% internal capture trip reduction (standard for all mixed-use designations) indicates that the proposed amendment is projected to **decrease** the net number of p.m. peak hour vehicle trips on the regional transportation network at the long-term planning horizon by approximately 153 p.m. peak hour trips. See Attachment 4. As such, the proposed amendment is not anticipated to impact the operating conditions of the regional transportation network.

Planning Council staff notes the following roadway levels of service for informational purposes only:

- **Dixie Highway**, between McNab Road and Southwest 3 Street/Pompano Park Place, is currently operating at and projected to continue operating at Level of Service (LOS) "C," with or without the subject amendment.
- **Interstate 95**, between Cypress Creek Road and Atlantic Boulevard, is currently operating and projected to continue operating at LOS "F," with or without the subject amendment.
- **Southwest 3 Street/Pompano Park Place**, between Andrews Avenue and Dixie Highway, is currently operating at and projected to continue operating at LOS "C," with or without the subject amendment.

REVIEW OF PUBLIC FACILITIES AND SERVICES (continued)

II. Transportation & Mobility (continued)

The Broward County Transit Division (BCT) staff report states that current and planned fixed-route county transit service, as well as the community shuttle service, is provided within a quarter mile of the proposed amendment area. See Attachment 5. Further, John Knox Village provides a variety of transportation accommodations for its residents to assist with shopping, medical appointments, and cultural and entertainment venues throughout the area.

In addition, the BCT report identifies planned Penny Surtax transit improvements to the county routes serving the amendment area, including a new rapid bus service on Dixie Highway, as well as increased span of service and shorter headways. The BCT staff also recommends that any proposed development be designed in a manner to provide safe movement for pedestrians and bicycles, including transit connectivity to the existing sidewalk/bicycle network and bus stops. See Attachment 5.

The Broward County Planning and Development Management Division (PDMD) report identifies Dixie Highway and Southwest 3 Street/Pompano Park Place as the primary corridors providing connectivity to the amendment area. The PDMD report also notes that the existing sidewalk infrastructure adjacent to the amendment area is sufficient. The PDMD staff recommends that the City of Pompano Beach consider adding dedicated bicycle lanes along Dixie Highway and Southwest 3 Street. See Attachment 6. The applicant has provided correspondence stating that although all roads are internal/private drives within the boundaries of the proposed amendment area and will not generate any additional traffic impact, the City of Pompano Beach has a proposed road improvement for Dixie Highway that will reduce the three lane sections to two lane sections allowing for bike lanes and wider sidewalks. Further, a section of Southwest 3 Street/Pompano Park Place is on the City of Pompano Beach Complete Streets project list and was submitted to the Metropolitan Planning Organization (MPO) for Penny Surtax funding. See Attachment 7.

Further, the PDMD report notes that redevelopment within the amendment area could be designed to include safe and convenient connections to the surrounding transportation network. To further enhance the pedestrian and bicycle quality of service, amenities such as pedestrian-scale lighting, shade trees, bicycle racks/lockers and bicycle repair stations should be incorporated within and around the amendment area. The provision of electric vehicle charging stations should also be considered. See Attachment 6.

III. Public Schools

The School Board of Broward County staff report states the proposed amendment does not add any new dwelling units and is for an age-restricted retirement community, and therefore, will not generate any additional students into Broward County Public Schools. See Attachment 8.

SECTION IV
AMENDMENT REPORT
PROPOSED AMENDMENT PCT 20-7

REVIEW OF NATURAL RESOURCES

I. Designated Protected/Regulated Areas

The Broward County Environmental Protection and Growth Management Department (EPGMD) report indicates that the proposed amendment site does not contain Natural Resource Areas, Local Areas of Particular Concern, Urban Wilderness Inventory sites, or Protected Natural Lands within its boundaries. See Attachment 9.

II. Wetlands

The EPGMD report indicates that the proposed amendment site does not contain wetlands within its boundaries. Therefore, the proposed amendment is not expected to have a negative impact on wetland resources. See Attachment 9.

III. Sea Level Rise

The EPGMD report indicates that the proposed amendment site does not contain, fall within, or overlap with an area for planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. See Attachment 9.

IV. Other Natural Resources

The EPGMD report states that the subject area contains mature tree canopy. Development of the site must comply with the Tree Preservation regulations of the City of Pompano Beach if trees are to be removed or relocated. The applicant is required to minimize the number of trees to be removed by incorporating suitable existing trees in the site plan design. If trees cannot be incorporated into the site plan in their current location, the applicant is required to relocate suitable trees. Any trees permitted for removal must be replaced. If the above requirements are adhered to, the proposed land use designation is not expected to have a negative impact on upland resources. It is further noted that development of the proposed amendment area should be coordinated with the NatureScape Broward Program for guidance in development of any related landscaping plans. See Attachment 9.

REVIEW OF NATURAL RESOURCES (continued)

V. Historical/Cultural Resources

The Broward County Planning and Development Management Division (PDMD) report states that the proposed amendment area contains buildings that were constructed prior to 1971, which collectively contribute to a historical theme of mid-century Florida retirement communities. The PDMD staff recommends that the City of Pompano Beach record these buildings with the Florida Master Site File (FMSF) as a Resource Group. Further, PDMD staff notes that the amendment area is located outside the jurisdiction of the Broward County Historic Preservation Ordinance. The PDMD staff states that the applicant should contact the City for project review to ensure compliance with its historic preservation regulations, as the City of Pompano Beach is its own State of Florida Certified Local Government for the management and protection of historic and archaeological resources. See Attachment 6.

The applicant has provided a report based on visual observation and research stating that the existing buildings within John Knox Village do not meet the criteria of historical significance. Most of the buildings have not reached the 50-year historic mark, do not exhibit characteristics of Mid-century Modern design and are not associated with people or events of historical significance. See Attachment 7. The PDMD staff has stated that it has no additional comments.

SECTION V
AMENDMENT REPORT
PROPOSED AMENDMENT PCT 20-7

OTHER PLANNING CONSIDERATIONS/INFORMATION

I. Affordable Housing

The proposed land use plan amendment is not subject to Broward County Land Use Plan (BCLUP) Policy 2.16.2, as it does not propose any additional residential units to the BCLUP. See Attachment 6.

II. BrowardNext - Broward County Land Use Plan Policies

The proposed amendment is found to be generally consistent with the policies of the BrowardNext - Broward County Land Use Plan (BCLUP). Planning Council staff notes that the Pompano Beach John Knox Village Activity Center was previously evaluated and determined to be consistent and compliant with the objective, policies and implementation criteria of the BCLUP regarding the Local Activity Center (LAC) category, as part of the initial 2005 amendment from various land use designations to LAC. Planning Council staff notes that the adoption of BrowardNext – BCLUP combined and streamlined all mixed-use categories into a single Activity Center category, maintaining all permitted intensities and densities.

III. Other Pertinent Information

It is noted that the Broward County Planning Council staff sent approximately 100 courtesy notices to all property owners within the land use plan amendment boundaries, as well as within 300 feet of the boundaries.

SECTION VI
AMENDMENT REPORT
PROPOSED AMENDMENT PCT 20-7

PLANNING ANALYSIS

The applicant is proposing to revise the uses within the existing John Knox Village Activity Center, which is a mixed-use retirement community located in the City of Pompano Beach. The amendment proposes 1,224 unrestricted dwelling units, 42,300 square feet of commercial uses, 96,000 square feet of office uses and a minimum of 4.28 acres of recreation and open space. This is an **addition** of 96,000 square feet of office use and a **reduction** of 27,000 square feet of commercial use, as well as the removal of unit type restrictions.

Planning Council staff's review indicates that the amendment is generally in compliance with the BrowardNext - Broward County Land Use Plan policies concerning the Activity Center land use designation, noting that the subject area will facilitate an interconnected mix of land uses, encouraging multi-modal transportation opportunities and integrating housing.

Planning Council staff's analysis finds that adequate **potable water plant capacity and supply, sanitary sewer, drainage, and solid waste capacity and park acreage** will be available to serve the proposed land use. See Attachment 3.

In addition, our analysis finds that the proposed amendment is not projected to impact the operating condition of the **regional transportation network** as it will result in a decrease in the net number of p.m. peak hour trips. See Attachment 4. Further, no adverse impacts to **natural resources** were identified.

Regarding **historical and cultural resources**, the proposed amendment area contains buildings constructed prior to 1971. The PDMD staff recommends that these buildings be recorded with the Florida Master Site File (FMSF) as a Resource Group. See Attachment 6. The applicant has provided a report based on visual observation and research stating that the existing buildings within John Knox Village do not meet the criteria of historical significance. Most of the buildings have not reached the 50-year historic mark, do not exhibit characteristics of Mid-century Modern design and are not associated with people or events of historical significance. See Attachment 7. The PDMD staff has stated that it has no additional comments.

Concerning impacts to **public schools**, the School Board of Broward County staff report states that the amendment as proposed is not anticipated to generate additional students into Broward County Public Schools. See Attachment 8.

Regarding **affordable housing**, the proposed land use plan amendment is not subject to BCLUP Policy 2.16.2, as it does not propose any additional residential units to the BCLUP.

PLANNING ANALYSIS (continued)

In conclusion, Planning Council staff finds that the proposed amendment is generally consistent with the policies of the BrowardNext - Broward County Land Use Plan. Therefore, it is recommended that the proposed amendment be approved.

Sample



Attachment F

Example of Staff Report No. 4

RE: Pasco County Master Planned Unit Development
Rezoning Request



**Note: Additional attachments
available upon request.**

**BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM**

COMMISSION DISTRICT: 1

FILE NO.: PDD18-7291

DATE: 5/10/18

SUBJECT: ZONING AMENDMENT (REGULAR) - Overpass Business Park (Formerly known as: Vibrant Sun Business Park) MPUD Master Planned Unit Development – Pasco County Facilities Management Department – A Rezoning Request From an A-R Agricultural-Residential Zoning District to an MPUD to Allow 2,250,000 Square-Feet of Office and Industrial Entitlements on Approximately 91.053 Acres - (Board of County Commissioners (BCC)): 5/22/18; 1:30 p.m., NPR)

REFERENCE: (Continued from March 27, 2018; April 24, 2018; and May 8, 2018) - LDC Section 402.2, Zoning Amendment – MPUD; Section 522 – MPUD Zoning District

THRU: Don L. Rosenthal, M.B.A., CPM, Assistant County Administrator (Development Services)

FROM: Ernest Monaco, Acting Planning and Development Director

RECOMMENDED BOARD ACTION:

Adopt the MPUD rezoning request subject to the attached rezoning conditions of approval. Authorize the Chairman to execute one original of the Resolution provided and direct Board Records Department to distribute as set forth below under the Distribution section. The Development Review Committee reviewed and approved the item on January 11, 2018.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Proposed is a rezoning request from an A-R Agricultural-Residential Zoning District to an MPUD to allow 2,250,000 square-feet of office and industrial entitlements for an Employment Center (EC) like development to promote target businesses. Proposed uses include: corporate, manufacturing/distribution, industrial and mixed office/industrial.

The property is located on the east side of Old Pasco Road and the west side of I-75, approximately 290 feet south of Overpass Road (Parcel ID Nos. 31-25-20-0000-00200-0000; and 32-25-20-0000-00300-0000) and contains approximately 91.053 acres.

Commission District:	The Honorable Ron Oakley
Project Name:	Vibrant Sun Business Park MPUD
Applicant's Name:	Pasco County Facilities Management Department
Existing Zoning District:	A-R
Proposed Zoning District:	MPUD
Existing Future Land Use Classification:	P/SP (Public/Semi-Public)
Flood Zones:	Proposed: PD (Planned Development)
Water/Sewage:	"A", "AE" and "X"
Non-Residential Square-Feet:	Pasco/Pasco
Non-Residential Uses:	2,250,000
Access/Roads:	Office/Industrial
	Old Pasco Road (Public)

The zoning on the subject property is the original A-R zoning.

FINDINGS OF FACT:

1. Presently, the subject site is improved with Rapid Infiltration Basins for reclaimed effluent from the Wesley Center Sub-regional Wastewater Treatment Facility (WWTF) located across the adjacent I-75 right-of-way. Pasco County Utilities Services Branch (PCU) has determined that the site is no longer needed. PCU has agreed to allow the Office of Economic Growth to purchase the subject parcel to create a shovel ready development site.
2. The surrounding zoning districts, existing land uses, and future land uses are as follows:

	<u>Zoning District</u>	<u>Existing Use</u>	<u>Future Land Use</u>
North:	A-R Agricultural-Residential	Unimproved	RES-3 (Residential 3 du/ga)
South:	A-R Agricultural-Residential	RV Park (Campground)	MU (Mixed Use)
East:	Limited Access Roadway – I-75 / A-R Agricultural-Residential	Limited Access Roadway – I-75	Limited Access Roadway – I-75 / P/SP (Public/Semi-Public)
West:	Old Pasco Road / A-R Agricultural-Residential	Old Pasco Road / Single-Family Detached	Old Pasco Road / RES-1 (Residential 1 du/ga)

3. The project area lies within the Urban Service Extension Area and the South Market Area.
4. The MPUD is exempt from Timing and Phasing Analysis pursuant to Section 901.12.C. of the LDC.
5. A Comprehensive Plan Amendment is being processed concurrently with the MPUD rezoning request. The applicant is proposing a change of the Future Land Use (FLU) from P/SP to a Planned Development (PD). The PD Subarea Policy will provide guiding principles and specific conditions for the development (CPAL18-001).
6. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

The lead planner and author of this staff report is Corelynn Howell, Senior Planner, Current Planning.

DEVELOPMENT REVIEW COMMITTEE ACTION: (1/11/18)

Approved Staff Recommendation

BOARD OF COUNTY COMMISSIONERS ACTION:**FISCAL IMPACT/COST/REVENUE STATEMENT:**

Funding is not required for this recommendation.

Board Records Department to distribute as set forth below:

1. Retain one original.

ATTACHMENT(S):

1. Location Maps
2. Resolution
3. Exhibit A, B, and C – Legal, Conditions, and Master Plan
4. Public Notice

DLR/EM/DH/PDD18-7291 BCC Agenda Memo Overpass Business Park MPUD

Sample


RZ-7291 A-R TO MPUD

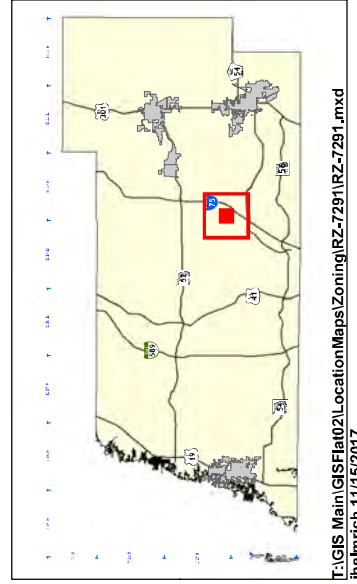
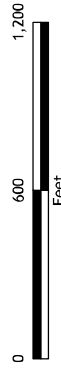
31-25-20-0000-00200-0000
32-25-20-0000-00300-0000

PASCO COUNTY FACILITIES MANAGEMENT
DEPT.VIBRANT SUN BUSINESS PARK MPUD
7220 OSTEEN RD
NEW PORT RICHEY, FL 34653

PHYSICAL ADDRESS:
7012 & 7526 OLD PASCO RD

TAZ-259
COMMISSION DISTRICT: 1

 SUBJECT PROPERTY



T:\GIS_Main\GIS\Fla02\LocationMaps\Zoning\RZ-7291\RZ-7291.mxd
jnelmitch 11/15/2017



BY THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 17-50RZ

**RESOLUTION AMENDING ZONING
CLASSIFICATION OF PROPERTY
DESCRIBED IN REZONING PETITION
NO. 7291 FROM A-R AGRICULTURAL-
RESIDENTIAL ZONING DISTRICT TO
AN MPUD MASTER PLANNED UNIT
DEVELOPMENT**

WHEREAS, the Board of County Commissioners of Pasco County, after due public notice, held a public hearing on May 22, 2018, on Rezoning Application No. 7291; and

WHEREAS, the Board of County Commissioners has heard the presentation and evidence of the applicant and individuals in opposition to and in favor of the application; and

WHEREAS, the Board of County Commissioners has reviewed the report and recommendations of the Development Review Committee and the recommendation of the Planning and Development staff and does hereby adopt the following findings of fact:

FINDINGS OF FACT

1. Proposed is a rezoning request from an A-R Agricultural-Residential Zoning District to an MPUD to allow 2,250,000 square-feet of office and industrial entitlements for an Employment Center (EC) like development to promote target businesses. Proposed uses include: corporate, manufacturing/ distribution, industrial and mixed office/industrial.

2. The property is located on the east side of Old Pasco Road and the west side of I-75, approximately 290 feet south of Overpass Road (Parcel ID Nos. 31-25-20-0000-00200-0000; and 32-25-20-0000-00300-0000) and contains 91.053 acres, m.o.l.

3. Presently, the subject site is improved with Rapid Infiltration Basins for reclaimed effluent from the Wesley Center Sub-regional Wastewater Treatment Facility (WWTF) located across the adjacent I-75 right-of-way. Pasco County Utilities Services Branch (PCU) has determined that the site is no longer needed. PCU has agreed to allow the Office of Economic Growth to purchase the subject parcel to create a shovel ready development site.

4. The surrounding zoning districts, existing land uses, and future land uses are as follows:

	<u>Zoning District</u>	<u>Existing Use</u>	<u>Future Land Use</u>
North:	A-R Agricultural-Residential	Unimproved	RES-3 (Residential 3 du/ga)
South:	A-R Agricultural-Residential	RV Park (Campground)	MU (Mixed Use)
East:	Limited Access Roadway – I-75 / A-R Agricultural-Residential	Limited Access Roadway – I-75	Limited Access Roadway – I-75 / P/SP (Public/Semi-Public)
West:	Old Pasco Road / A-R Agricultural-Residential	Old Pasco Road / Single-Family Detached	Old Pasco Road / RES-1 (Residential 1 du/ga)

5. The project area lies within the Urban Service Extension Area and the South Market Area.

6. The MPUD is exempt from Timing and Phasing Analysis pursuant to Section 901.12.C. of the LDC.

7. A Comprehensive Plan Amendment is being processed concurrently with the MPUD rezoning request. The applicant is proposing a change of the Future Land Use (FLU) from P/SP to a Planned Development (PD). The PD Subarea Policy will provide guiding principles and specific conditions for the development (CPAL18-001).

8. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

WHEREAS, the Board of County Commissioners has taken into consideration other factors relevant to the decision as to whether the zoning classification should be approved for the subject property.

WHEREAS, a description of the real property is attached hereto as Exhibit A and is made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled with a quorum present and voting, this 22nd day of May, 2018, that the zoning classification of the following described real property is hereby amended to an MPUD Master Planned Unit Development, subject to the conditions and master plan for the Overpass Business Park MPUD as set forth in Exhibits B and C attached hereto and made part hereof.

DONE AND RESOLVED this 22nd day of May, 2018.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

ATTEST:

PAULA S. O'NEIL, Ph.D., CLERK
& COMPTROLLER

MIKE WELLS,

CHAIRMAN

**OVERPASS BUSINESS PARK
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7291**

Master Development Plans

1. Development shall be in accordance with the plans and information submitted September 27, 2017; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein.

Environmental

2. The applicant/developer or parcel shall complete a Gopher Tortoise Survey in accordance with the Florida Fish and Wildlife Commission ("FFWCC") survey guidelines. A copy of the survey(s) shall be sent to the Planning and Development Department (PDD) for further review and approval by the County Biologist and the FFWCC. If applicable, a copy of the issued FFWCC relocation permit and After Action Report shall be submitted prior to issuance of the site development permit.
3. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

Open Space/Buffering

4. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, or, if approved, by the BCC, a Community Development District (CDD). This association or District shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association or the CDD, for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Engineering Services Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable.

Transportation/Circulation

Access Management

5. The access points shown on the master plan are conceptual only. Permanent placement of each access point shall be determined at the time of review with the corresponding PSP/PDP and shall meet established access-management criteria. Based on the corresponding PSP/PDP, the DRC, BCC, or County Administrator, or designee, may impose additional conditions on the applicant/developer.
6. At each PDP/PSP approval, the County Engineer, or designee, may also require site-specific internal or external intersection improvements. Intersection improvements shall be in accordance with the LDC and Access Management Standards as amended.
7. Unless otherwise determined at the time of PSP/PSP review through the appropriate review and approval process pursuant to the LDC, access to any out-parcels shall be provided from internal drives or parking areas.

Dedication of Right-of-Way

8. Street connections and rights-of-way to adjoining areas shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary at the time of PDP approval. Those streets that are required to ensure adequate traffic flow to and through the land are to remain public and shall not be gated.
9. In the case of private streets, dedication and maintenance shall be the responsibility of an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets.
10. Unless otherwise approved by the Development Review Committee (DRC) through the appropriate review and approval process pursuant to the LDC, then subject to the provisions of the LDC, Section 901.2.J. (Transportation-Corridor Management; Dedication-Rough Proportionality), the developer(s) shall convey, at no cost to the County, the required amount of right-of-way to achieve 166-feet of right-of-way as measured from the existing western right-of-way line, extending in an easterly direction of Old Pasco Road (Pasco County Corridor Preservation Table as amended, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements).

In addition, the developer shall, at no cost to Pasco County, design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future planned roadway; i.e., in the current County Comprehensive Plan Transportation Element or Metropolitan Planning Organization Long-Range Plan, improvements of Old Pasco Road within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, permanent slope easements (once grade of roadway is set) and other roadway appurtenances. The required drainage/retention, wetland, and floodplain mitigation

facilities shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to Old Pasco Road, and this paragraph of this condition shall expire after such stormwater-management plans have been approved, unless such facilities are required pursuant to a development agreement approved pursuant to the LDC, Section 406.3. All stormwater-management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.

11. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC, and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

Design/Construction Specifications

12. Prior to the issuance of the first building permit for vertical improvements, construction funding shall be committed in the first five years of the County's adopted Capital Improvement Plan (CIP) (from private or public funds) for the widening of Old Pasco Road to four-lanes from the entrance(s) of the subject MPUD project, north to Overpass Road.
13. If the property to the north has an approved PDP/PSP, then prior to PDP/PSP submittal for Overpass Business Park development, the developer(s) shall supply evidence that they have coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to identify and provide the location of the required interconnecting roadway [such interconnecting roadways do not include the collector/arterial/vision roadways as depicted on the approved master plan]. The following information shall be shown on all PDPs/PSPs and construction plans/construction site plans that include or abut the interconnecting roadway: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.
14. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways,

landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDD for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

15. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:
- a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.
 - b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Water Service/Wastewater Disposal

16. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:
- a. Trunk sewer lines and lift stations.
 - b. Main potable water lines and non-potable water lines, if applicable.
 - c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.
 - d. Method of lighting for all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

- e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.
17. Prior to the first construction plan/construction site plan approval, the developer(s) and the County shall enter into a Utilities Service Agreement.
 18. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch.
 19. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:
 - a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.
 - b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Land Use

20. The non-residential dimensional standards are as follows:

(1) Minimum Front-Yard Setback:	25-Feet (From external roadways) /10-Feet From internal roadways)
(2) Minimum Side-Yard Setback:	0-Feet from non-residential (Minimum 15-Feet between structures) / 30-Feet from residential
(3) Minimum Rear-Yard Setback:	0-Feet from non-residential (Minimum 15-Feet between structures)/30-Feet from residential
(4) Minimum Industrial Building/ Maximum Height:	50,000 Square-Feet/None
(5) Minimum Corporate Office	

Building/Stories in Height: 25,000 Square-Feet/Two

(6) Maximum Lot Coverage: 75-Percent

21. The non-residential uses shall be in accordance with those preferred uses pursuant to Section 522.5.D.a(4) through (6), 522.5.D.b, and 522.5.D.c of the Pasco County LDC. Exclusions to those preferred/permitted uses are listed in the attached "Attachment A".
22. Support uses within the Overpass Business Park are limited to only those uses that support the primary businesses located within the proposed development and include services such as:
 - a. The sale of books, magazines, newspapers, tobacco, drugs, gifts, and stationery.
 - b. Eating places, lunchrooms, restaurants and cafeterias, and places for the sale and consumption of soft drinks, juices, and ice cream, but excluding places providing dancing or entertainment. Drive through restaurants are prohibited.
 - c. Banks which are located within a multistory office building.
 - d. Meeting room(s).
 - e. On-site day care center of facility.
 - f. Schools for Business or Industrial Training (Trade).
23. Ancillary uses listed above shall be limited to a total of 50,000 square feet.
24. A Corporate Business Park may include target industry or some industrial uses as identified in Condition No. 20. To qualify as a Corporate Business Park for the purposes of meeting the required mix of uses, the park must include either:
 - a. A minimum of three multistory office buildings where the minimum height is two stories and the minimum total stories shall be nine stories.
 - b. Two or more buildings with a minimum building footprint of 25,000 square-feet.
 - c. Buildings of such size and character as otherwise approved with the PDP/PSP by the County Administrator or designee which would create a desired Corporate Business Park setting.
25. External landscape buffers shall be provided in accordance with the LDC in affect at the time of PSP/PSP submittal. Internal landscape buffers between lots/buildings shall not be required. All parking/building landscaping shall be provided in accordance with the LDC in affect at the time of PSP/PDP submittal.

26. The office and industrial entitlements shall not exceed 2,250,000 square-feet.
27. The maximum square footage set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable County ordinances and resolutions.
28. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

Procedures

29. The subject property contains a recorded archaeological site ("SITE") (8PA465 attached as "Attachment B") which has been determined by the State Historic Preservation Officer (SHPO) to be eligible for the National Register of Historic Places (NRHP) listing. If development activities for the proposed project does not avoid the SITE, the developer shall provide further archaeological testing prior to PDP/PSP approval. Should any further actions be determined to be necessary, the applicant/developer shall comply with the recommendation of SHPO, NRHP, and/or Pasco County.
30. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or the issuance of the first CO where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.
31. The developer(s) shall submit and obtain approval of a Large-Scale Plan Amendment to add uses not previously approved or to reduce open-space or preservation/conservation areas. A plan amendment is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers.
32. Unless otherwise approved by the Fire Chief, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Emergency Services Director has received such a petition.
33. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.
34. If a PDP/PSP for the entire MPUD is not submitted and approved within six years of the original rezoning date or from the last substantial modification (subject to any statutory or County-wide extensions issued subsequent to the approval of these revised conditions of approval), the conditions of approval for those portions of the MPUD that do not have (unexpired) PDP or PSP approval shall expire. If the MPUD expires, a new MPUD must

be applied for and approved by the BCC, and the conditions of approval shall be in accordance with the Comprehensive Plan and LDC in effect at that time.

35. An extension of time limit for approval as identified above shall be processed as a substantial modification approved by the BCC.
36. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDD after the BCC action.
37. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.
38. This MPUD shall not be effective until the corresponding PD (Planned Development) Land Use Classification change is effective.

Attachment:

- Attachment "A" – Exclusion Use List
- Attachment "B" - Recorded Archaeological Site 8PA465

{OWNER/DEVELOPER'S ACKNOWLEDGMENT FOLLOWS}

OWNER(S)/DEVELOPER(S) ACKNOWLEDGMENT:

The owner/developeracknowledge'sthat it has read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

Date

Signature

Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
(date), by _____ (name
of corporation acknowledging) a _____
(State or place of incorporation) corporation, on behalf of the corporation. He/she is personally
known to me or who has produced _____ (type of
identification) as identification.

Seal:

NOTARY

AGENDA SUMMARY SHEET



Meeting Type: Pasco County Commission

Department: Planning and Development

Memorandum Number: PDD18-7318

Subject: ZONING AMENDMENT (REGULAR) – Kory and Stephanie Troxell – Change in Zoning from an R-1MH Single-Family/Mobile Home District to an AR-1 Agricultural Residential District – Southwest Pasco County – On the East Side of Voorhees Road, Approximately One-Quarter Mile North of Trouble Creek Road – Section 16, Township 26 South, Range 16 East – Containing Approximately 1.46 Acres

Recommendation: Approve

Sample



Attachment G

Example of Staff Report No. 5

RE: Long Lake Ranch Master Planned Unit Development
Rezoning Amendment



**BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM**

*Note: Additional attachments
available upon request.*

COMMISSION DISTRICT: 3

FILE NO.: PDD18-7307

DATE: 5/01/18

SUBJECT: ZONING AMENDMENT (CONSENT) - Long Lake Ranch MPUD Master Planned Unit Development - TRP Office Florida, LLC – A Modification Request for the Currently Approved MPUD Specifically Parcel A and B (Board of County Commissioners (BCC): 5/22/18; 1:30 p.m., NPR)

REFERENCE: Land Development Code Section 402.2, Zoning Amendment – MPUD; Section 522 – MPUD Zoning District

THRU: Don L. Rosenthal, M.B.A., CPM, Assistant County Administrator (Development Services)

FROM: Ernest Monaco, Acting Planning and Development Director

RECOMMENDED BOARD ACTION:

Adopt the MPUD rezoning request subject to the attached rezoning conditions of approval. Authorize the Chairman to execute one original of the Resolution provided and direct the Board Records Department to distribute as set forth below under the Distribution section. The Development Review Committee heard the item on April 26, 2018 and recommended approval of the applicant's request.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The applicant proposes a modification to the currently approved MPUD conditions of approval and Master Plan in order to:

- Modify the MPUD Master Plan to combine Parcels A and B into a new Parcel A/B in order to allow design flexibility as to location of uses.
- Establish that the office uses permitted on Parcel A/B are all office use, including but not limited to, professional, administrative, and medical offices, services and facilities, hospitals, clinics and outpatient facilities.
- Add a condition of approval which requires a minimum of 450,000 square feet of office be developed only in buildings containing a minimum square-footage of 20,000 square feet or in multi-story buildings.
- Add a condition of approval which provides that a 42.1 acre portion of Parcel A/B shall only be developed with office with the exception of commercial/retail located within a multi-story office building(s).
- Provide that the support commercial/retail permitted uses are the permitted uses in the C-1 Neighborhood Commercial District.
- Update the design/dimensional standards for Parcel A/B consistent with other project approvals.
- Modify Parcel C's conditions of approval for the office entitlements to be consistent with Parcel A/B changes.

The portion of the project which is the subject of the MPUD amendment is limited to Parcels A and B, which contain approximately 72.6 acres fronting along S.R. 54. No changes are proposed to the prior approvals for the remainder of the MPUD, which are owned by others.

The specific subject parcel is located on the southwest corner of S.R. 54 and Sunlake Boulevard and contains approximately 72.6 acres (subject parcel ID No. 28-26-18-0000-00100-0031). The entire MPUD contains approximately 1,032 acres.

Commission District:	The Honorable Kathryn Starkey
Project Name:	Long Lake Ranch MPUD
Developers' Name:	TRP Office Florida, LLC
Zoning District:	MPUD
Future Land Use Classification:	ROR (Retail/Office/Residential) and RES-3 (Residential – 3 du/ga)
Flood Zone:	"X" and "A"
Water/Sewage:	Pasco (Central)
No. of Dwelling Units:	2,100
Type of Dwelling Units:	Multiple-Family (630 units) and Single- Family Detached/Attached (1,470 units)
Commercial:	577,000 Square Feet
Other Land Uses:	Office (1,305,000 Square Feet) and Hotel (220 Rooms)
Access:	SR 54/Florida Department of Transportation Sunlake Blvd/Pasco County

On February 24, 2004, the Board of County Commissioners (BCC) adopted a Development Order (DO) for the Long Lake Ranch Development of Regional Impact (DRI) No. 247, amended on November 25, 2008.

On June 8, 2004, the BCC approved the Long Lake Ranch MPUD (Rezoning Petition No. 6171).

On November 25, 2008, the BCC approved a substantial modification to the MPUD, Rezoning Petition No. 6171, reducing retail uses, increasing office and multifamily. Hotel was added as a use, parcels and roads were relocated and the overall number of dwelling units increased from 1,941 to 2,146 (Rezoning Petition No. 6821).

On April 20, 2011, the Zoning/Code Compliance Administrator approved a non-substantial modification to the MPUD, modifying boundary lines between Villages 2 and 6, and adding Village 8 (Memorandum No. ZN11-175).

On October 8, 2011, the BCC approved a substantial modification to the MPUD, Rezoning Petition No. 6821, utilizing the adopted land use equivalency matrix, re-distribution of units, creation of village sub-phases, introduction of a new attached product, and the relocation of the Upland Habitat Protection Area (Rezoning Petition No. 6991).

On June 28, 2013, the Zoning Administrator/Assistant Planning and Development Administrator approved a non-substantial modification to the MPUD, Petition No. 6991, to reduce the number of units in Village 2C, 2D, 3G, to increase the number of units in Village 8, and to introduce a new single-family attached 8-unit townhouse product (Memorandum No. PDD13-1191).

On May 15, 2014, the Zoning Administrator/Assistant Planning and Development Administrator approved a non-substantial modification to the MPUD, Rezoning Petition No. 6991, to reduce the number of units in Village 21E, 6B, 3G and converted Multi-Family units to Single-Family units utilizing the Land Use Equivalency Matrix (Memorandum No. PDD14-894).

On March 6, 2015, the Zoning Administrator/Assistant Planning and Development Administrator approved a non-substantial modification to the MPUD, Rezoning Petition No. 6991 to reduce the

number of units in Village 3 from 205 to 197, to increase the number of units in Village 6 from 158 to 166, and to reduce the setback for Single-Family Attached (Townhouse) units on corner lots where there is more than one front, one front-yard setback may be reduced to 10 feet.

On December 28, 2015, the Zoning Administrator/Assistant Planning and Development Administrator approved a non-substantial modification to the MPUD, Rezoning Petition No. 6991 to reduce the number of units in Village 3 from 197 to 186, and to increase the number of units in Village 4 from 50 to 61. This modification was only for the portion of the MPUD for Long Lake Ranch (LLR), LLC's property which is Villages 1, 2, 3, 4, 6 and 8. No changes were made on any other area outside LLR, LLC's property.

FINDINGS OF FACT:

1. Presently, the majority of the subject site contains a single family dwelling, pastureland, and, at one time, a Class I mine, which has since been closed.
2. On a portion of the LLR, LLC property within the Long Lake Ranch MPUD, Long Lake Ranch Village 2, Parcel C-1, C-2, D-1 and D-2 has been platted for 133 lots (PB 68, Page 41).
3. Access to the property is from S.R. 54, a Florida Department of Transportation maintained road which has 250 feet of right-of-way, and Sunlake Boulevard which has 200 feet of right-of-way.

The lead planner and author of this agenda memorandum is Corelynn Howell, Senior Planner.

DEVELOPMENT REVIEW COMMITTEE ACTION: (4/26/18)

Approved Staff Recommendation

BOARD OF COUNTY COMMISSIONERS ACTION:

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this recommendation.

Board Records Department to distribute as set forth below:

1. Retain one original.

ATTACHMENT(S):

1. Location Map
2. Resolution
3. Exhibit A, B and C – legal, conditions, master plan
4. Conditions of Approval – Redlined (Changes)
5. Public Notice

DH/CH/PDD18-7307 BCC Agenda Long Lake Ranch MPUD

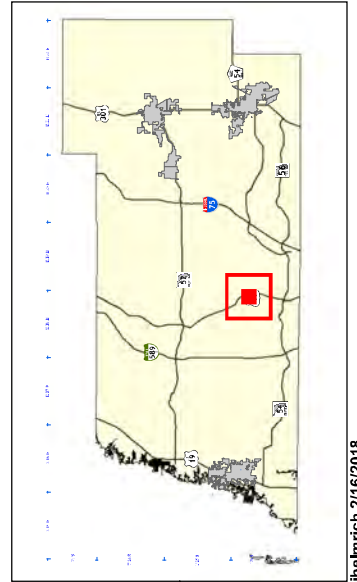
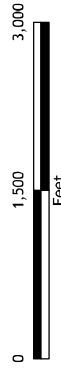
RZ-7307 MPUD AMENDMENT

PORTIONS OF:
SECS 27,28,33,&34,T26S,R18E
TRP OFFICE FLORIDA,LLC,ET AL./
LONG LAKE RANCH MPUD
100 E. PRATT ST
BALTIMORE, MD 21202

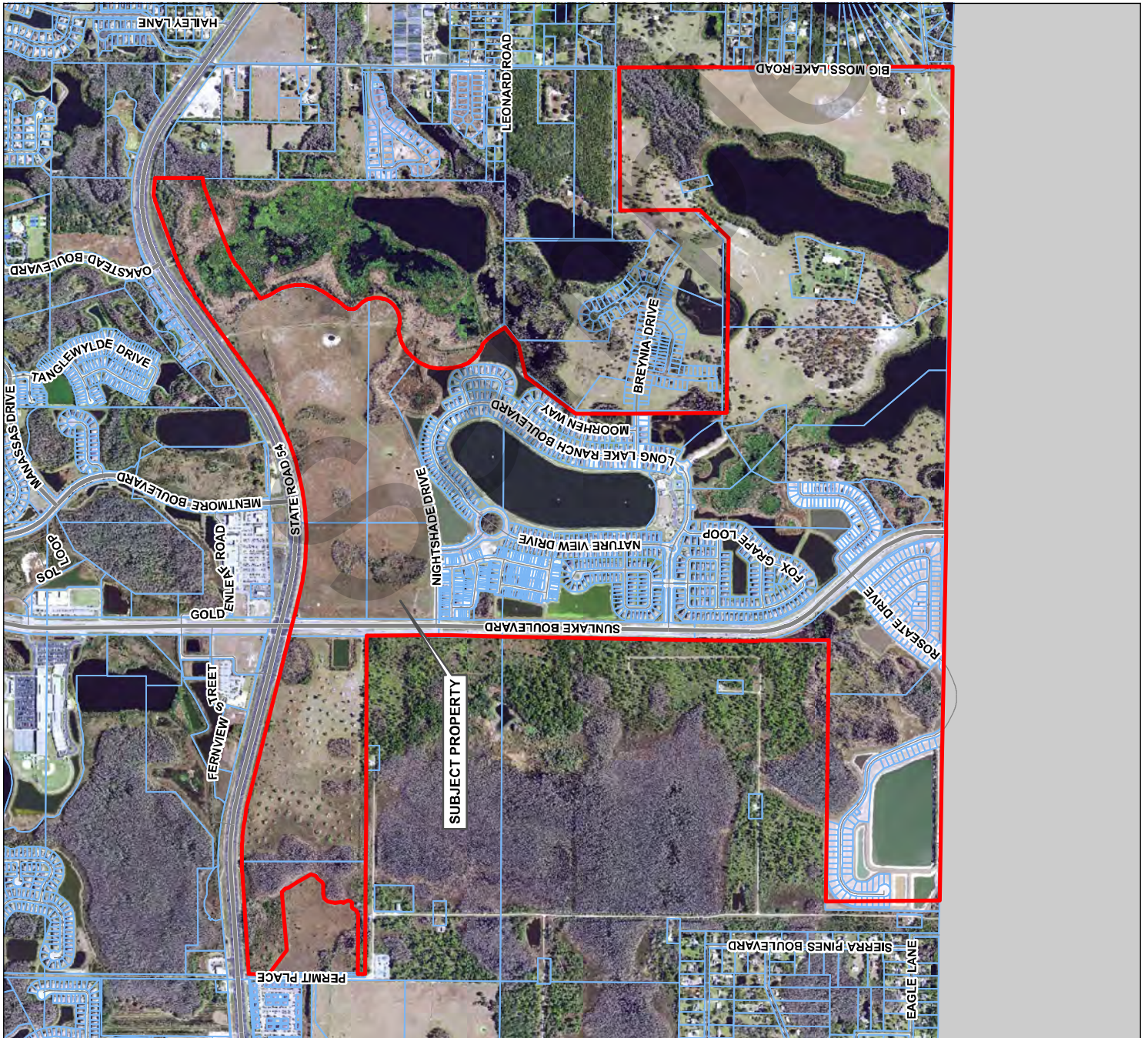
PHYSICAL LOCATION:
S SIDE OF SR 54 AT SUNLAKE BLVD

**TAZ-245 & 246
COMMISSION DISTRICT: 3**

 **SUBJECT PROPERTY**



jnelmrich 2/16/2018



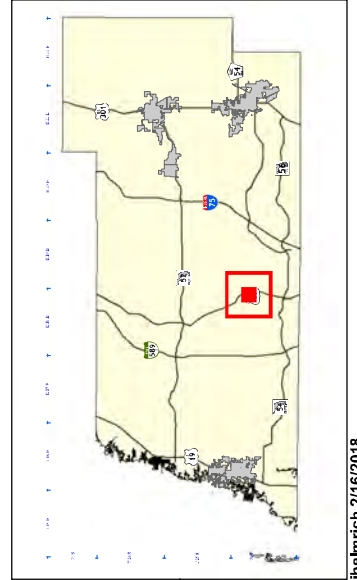
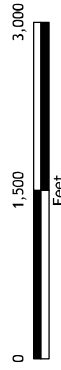
RZ-7307 MPUD AMENDMENT

PORTIONS OF:
SECS 27,28,33,&34,T26S,R18E
TRP OFFICE FLORIDA,LLC,ET AL./
LONG LAKE RANCH MPUD
100 E. PRATT ST
BALTIMORE, MD 21202

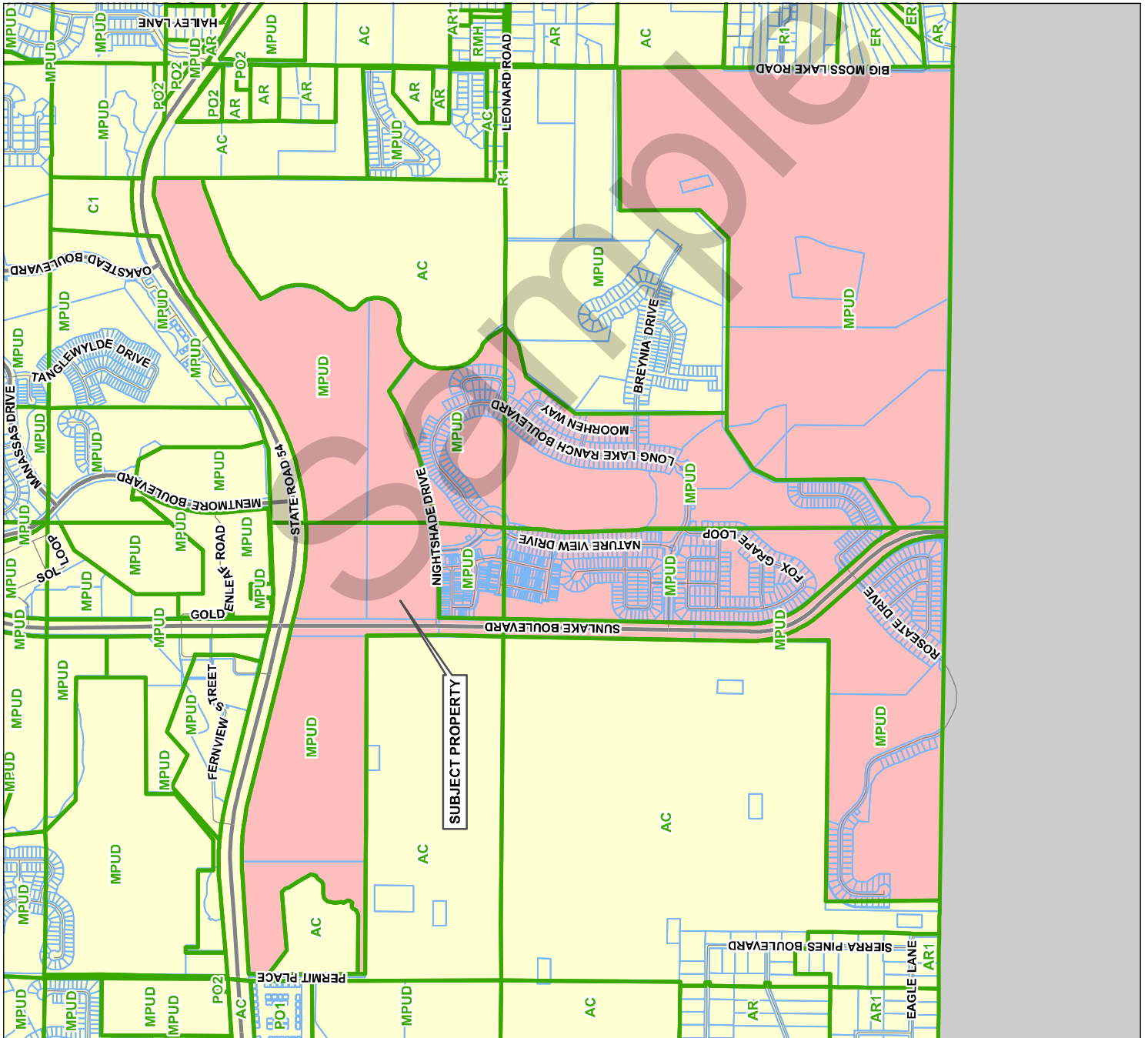
PHYSICAL LOCATION:
S SIDE OF SR 54 AT SUNLAKE BLVD

**TAZ-245 & 246
COMMISSION DISTRICT: 3**

SUBJECT PROPERTY
EXISTING ZONING



jnelmrich 2/16/2018



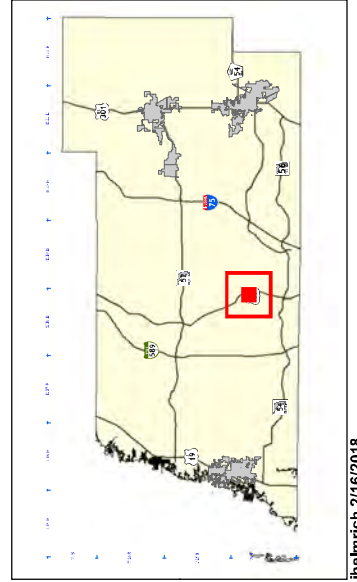
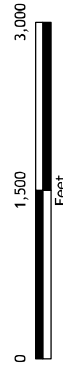
RZ-7307 MPUD AMENDMENT

PORTIONS OF:
SECS 27,28,33,&34,T26S,R18E
TRP OFFICE FLORIDA,LLC,ET AL./
LONG LAKE RANCH MPUD
100 E. PRATT ST
BALTIMORE, MD 21202

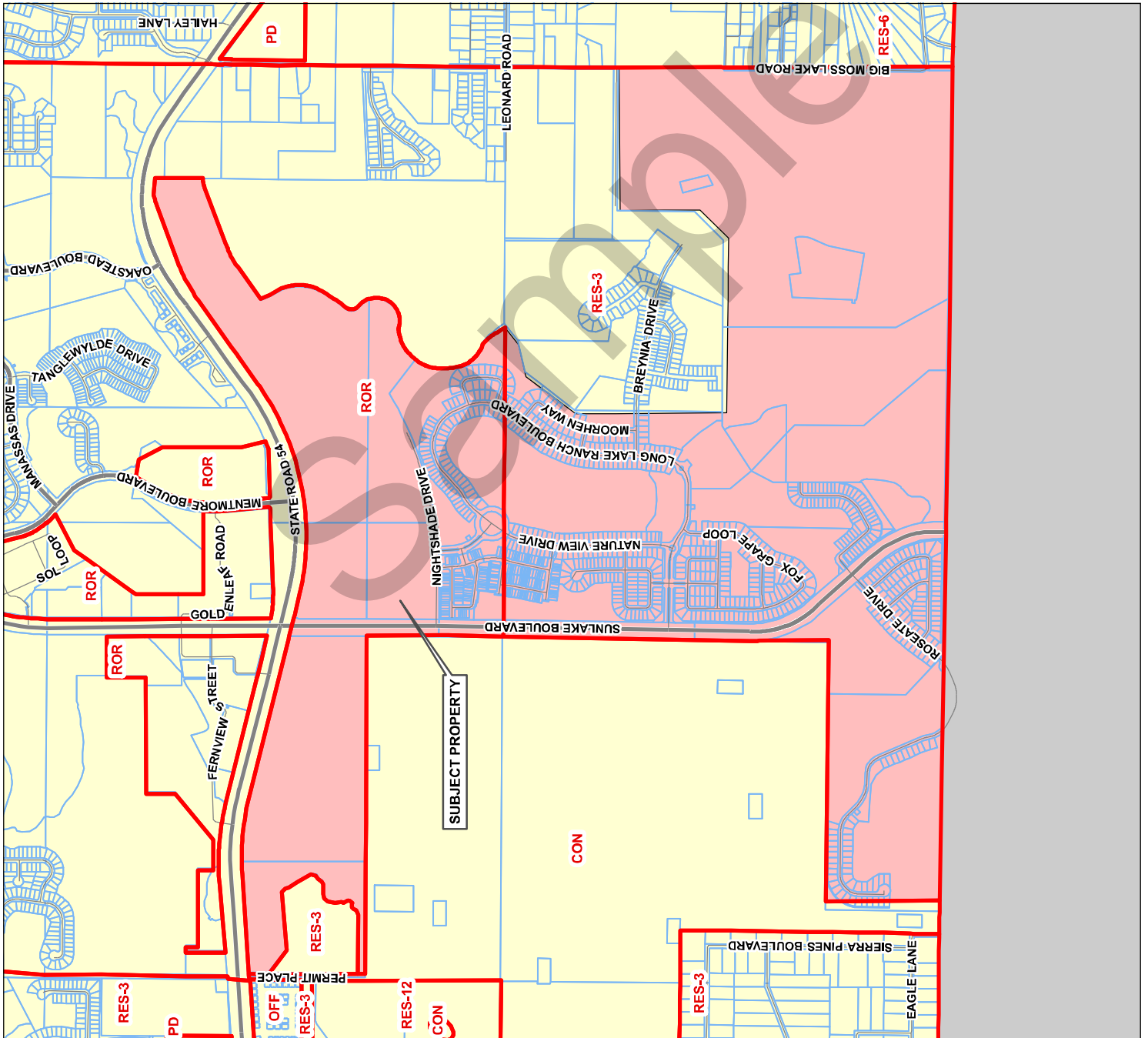
PHYSICAL LOCATION:
S SIDE OF SR 54 AT SUNLAKE BLVD

**TAZ-245 & 246
COMMISSION DISTRICT: 3**

- SUBJECT PROPERTY
- FUTURE LAND USE 2025



jnelmrich 2/16/2018



BY THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 18-54RZ

**RESOLUTION AMENDING ZONING
CLASSIFICATION OF PROPERTY FROM AN
MPUD MASTER PLANNED UNIT
DEVELOPMENT DISTRICT TO AN MPUD
MASTER PLANNED UNIT DEVELOPMENT
DISTRICT AS DESCRIBED IN REZONING
PETITION NO. 7307; AND AMENDING AND
RESTATING CONDITIONS OF REZONING
PETITION NO. 6991**

WHEREAS, the Board of County Commissioners of Pasco County, after due public notice, held a public hearing on May 22, 2018, on Rezoning Application No. 7307; and

WHEREAS, the Board of County Commissioners has heard the presentation and evidence of the applicant and individuals in opposition to and in favor of the application; and

WHEREAS, the Board of County Commissioners has reviewed the report and recommendations of the Development Review Committee and the recommendation of the County staff and does hereby adopt the following findings of fact:

FINDINGS OF FACT

1. The applicant proposes a modification to the currently approved MPUD conditions of approval and Master Plan in order to:

- Modify the MPUD Master Plan to combine Parcels A and B into a new Parcel A/B in order to allow design flexibility as to location of uses.
- Establish that the office uses permitted on Parcel A/B are all office uses, including but not limited to, professional, administrative, and medical offices, services and facilities, hospitals, clinics and outpatient facilities.
- Add a condition of approval which requires a minimum of 450,000 square feet of office be developed only in buildings containing a minimum square-footage of 20,000 square feet or in multi-story buildings.
- Add a condition of approval which provides that a 42.1 acre portion of Parcel A/B shall only be developed with office uses, with the exception of commercial/retail located within a multi-story office building(s).
- Provide that the support commercial/retail permitted uses are the permitted uses in the C-1 Neighborhood Commercial District.

- Update the design/dimensional standards for Parcel A/B consistent with other project approvals.
- Modify Parcel C's conditions of approval for the office entitlements to be consistent with Parcel A/B changes.

2. The portion of the project which is the primary subject of the MPUD amendment is Parcels A and B, which contain approximately 72.6 acres fronting along S.R. 54. Other than the conforming changes to the Parcel C office entitlements referenced above, and the deletion or modification of outdated MPUD conditions, no changes are proposed to the prior approvals for the remainder of the MPUD, which are owned by others.

3. The specific subject parcel is located on the southwest corner of S.R. 54 and Sunlake Boulevard and contains approximately 72.6 acres (subject parcel ID No. 28-26-18-0000-00100-0031). The entire MPUD contains approximately 1,032 acres.

4. On February 24, 2004, the Board of County Commissioners (BCC) adopted a Development Order (DO) for the Long Lake Ranch Development of Regional Impact (DRI) No. 247, amended on November 25, 2008.

5. On June 8, 2004, the BCC approved the Long Lake Ranch MPUD (Rezoning Petition No. 6171).

6. On November 25, 2008, the BCC approved a substantial modification to the MPUD, Rezoning Petition No. 6171, reducing retail uses, increasing office and multifamily. Hotel was added as a use, parcels and roads were relocated and the overall number of dwelling units increased from 1,941 to 2,146 (Rezoning Petition No. 6821).

7. On April 20, 2011, the Zoning/Code Compliance Administrator approved a non-substantial modification to the MPUD, modifying boundary lines between Villages 2 and 6, and adding Village 8 (Memorandum No. ZN11-175).

8. On October 8, 2011, the BCC approved a substantial modification to the MPUD, Rezoning Petition No. 6821, utilizing the adopted land use equivalency matrix, re-distribution of units, creation of village sub-phases, introduction of a new attached product, and the relocation

of the Upland Habitat Protection Area (Rezoning Petition No. 6991).

9. On June 28, 2013, the Zoning Administrator/Assistant Planning and Development Administrator approved a non-substantial modification to the MPUD, Petition No. 6991, to reduce the number of units in Village 2C, 2D, 3G, to increase the number of units in Village 8, and to introduce a new single-family attached 8-unit townhouse product (Memorandum No. PDD13-1191).

10. On May 15, 2014, the Zoning Administrator/Assistant Planning and Development Administrator approved a non-substantial modification to the MPUD, Rezoning Petition No. 6991, to reduce the number of units in Village 21E, 6B, 3G and converted Multi-Family units to Single-Family units utilizing the Land Use Equivalency Matrix (Memorandum No. PDD14-894).

11. On March 6, 2015, the Zoning Administrator/Assistant Planning and Development Administrator approved a non-substantial modification to the MPUD, Rezoning Petition No. 6991 to reduce the number of units in Village 3 from 205 to 197, to increase the number of units in Village 6 from 158 to 166, and to reduce the setback for Single-Family Attached (Townhouse) units on corner lots where there is more than one front, one front-yard setback may be reduced to 10 feet.

12. On December 28, 2015, the Zoning Administrator/Assistant Planning and Development Administrator approved a non-substantial modification to the MPUD, Rezoning Petition No. 6991 to reduce the number of units in Village 3 from 197 to 186, and to increase the number of units in Village 4 from 50 to 61. This modification was only for the portion of the MPUD for Long Lake Ranch (LLR), LLC's property which is Villages 1, 2, 3, 4, 6 and 8. No changes were made on any other area outside LLR, LLC's property.

13. Access to the property is from S.R. 54, a Florida Department of Transportation maintained road which has 250 feet of right-of-way, and Sunlake Boulevard which has 200 feet of right-of-way.

14. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

WHEREAS, the Board of County Commissioners has taken into consideration other factors relevant to the decision as to whether the zoning classification should be approved for the subject property.

WHEREAS, a description of the real property is attached hereto as Exhibit A and is made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled with a quorum present and voting, this 22nd day of May, 2018, that the zoning classification of the following described real property is hereby amended to an MPUD Master Planned Unit Development, subject to the amended and restated conditions and master plan for the Long Lake Ranch MPUD as set forth in Exhibits B and C attached hereto and made part hereof.

DONE AND RESOLVED this 22nd day of May, 2018.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

ATTEST:

PAULA S. O'NEIL, Ph.D., CLERK
& COMPTROLLER

MIKE WELLS, CHAIRMAN

EXHIBIT A
LEGAL DESCRIPTION

Sample

EXHIBIT A

RZ-7307

That part of Secs 27, 28, 33, & 34, T26S, R18E, Pasco Co, FL being partic desc as fol:

Beg at the SE cor of said Sec 33; th N89°17'29"W, alg the S bdry of said Sec 33 for 4,422.23'; th N00°39'13"E, for 1,302.08'; th S89°17'08"E, for 3,105.54'; th N00°52'15"E, for 3,784.48', th N00°21'58"E, for 1,567.07'; th N89°38'02"W, for 3,907.18'; th N00°23'28"E, for 1,071.04'; th N00°25'58"E, for 426.2'; th alg the Sly r/w bdry of SR 54 the fol 10 crs: 1) N85°03'22"E, for 1,050.59' to a POC to the rt havg a rad of 2,814.76', a cent ang of 19°00'01" & a chord bearg of S85°26'38"E, 929.15'; th 2) Ely alg the arc for 933.42'; th 3) S75°56'38"E, for 2,032' to a POC to the lt havg a rad of 1,959.86' a cent ang of 16°02'00" & a chord bearg of S83°57'38"E, for 546.65'; th 4) Ely alg the arc for 548.44'; th 5) N88°01'22"E, for 1,681.32' to a POC to the lt havg a rad of 1,195.92', a cent ang of 33°43'00" & a chord bearg of N71°09'52"E, for 693.65'; th 6) Ely alg the arc for 703.76'; th 7) N54°18'22"E, for 1,191.51' to a POC to the rt havg a rad of 1,859.86'; a cent ang of 15°17'00" & a chord bearg of N61°56'52"E, for 494.64'; th 8) NEly alg the arc for 496.11'; th 9) N69°35'22"E, for 697.38' to a POC to the rt havg a rad of 904.93', a cent ang of 20°55'05" & a chord bearg of N80°02'55"E, for 328.55', th 10) Ely alg the arc for 330.38'; th S00°25'12"W, for 600' to the beg of a nontangent curv to the lt, of which the rad pt lies S00°40'49"W, a rad dist of 304.93' & havg a chord bearg of S80°08'06"W, for 111.61'; th Wly alg the arc, through a cent ang of 21°05'27" for 112.25'; th S69°35'22"W, for 697.38' to a POC to the lt havg a rad of 1,259.86', a cent ang of 15°17'00", & a chord bearg of S61°56'52"W, for 335.07', th SWly alg the arc for 336.06'; th S54°18'22"W, for 422.31', th S23°46'28"E, for 119.66'; th S28°31'20"E, for 146.68' to the beg of a nontangent curv to the rt, of which the rad pt lies S68°16'52"W, a rad dist of 568.22' & havg a chord bearg of S00°36'59"E, 409.16'; th Sly alg the arc, through a cent ang of 42°12'18" for 418.56' to the beg of a nontangent curv to the rt, of which the rad pt lies N62°58'31"W a rad dist of 1,884.36' & havg a chord bearg of S33°05'52"W, 398.73'; th SWly alg the arc, through a cent ang of 12°08'47" to the beg of a nontangent curv to the lt, of which the rad pt lies S50°10'09"E a rad dist of 111.45' & havg a chord bearg of S05°35'56"E, 158.78', th Sly alg the arc, through a cent ang of 90°51'33", for 176.73' to the beg of a nontangent curv to the rt of which the rad pt lies S40°29'09"W, a rad dist of 266.92' & havg a chord bearg of S30°08'21"W, 525.16'; th SWly alg

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the arc, through a cent ang of 159°18'23" for 742.15' to the beg of a nontangent curv to the lt of which the rad pt lies S06°16'32"E, a rad of 514.61' & havg a chord bearg of S32°39'27"W, 800.62'; th SWly alg the arc, through a cent ang of 102°08'04" for 917.34' to the beg of a nontangent curv to the lt, of which the rad pt lies N81°04'54"E, a rad dist of 367.98' & havg a chord bearg of S43°13'49"E, 414.86'; th SEly alg the arc, through a cent ang of 68°37'39" for 440.74' to the beg of a nontangent curv to the rt, of which the rad pt lies S42°46'00"W, a rad dist of 1,393.27' & havg a chord bearg of S40°22'27"E, 332.78'; th SEly alg the arc, through a cent ang of 13°43'04" for 333.58'; th S52°17'57"W for 247.69'; th S76°38'38"W, for 376.79'; th S37°14'07"W, for 725.77'; th S00°48'12"W, for 1,707.95'; th S89°40'47"E, for 1,992.95'; th N45°25'45"E for 468.07'; th N00°36'35"E, for 900.75'; th S89°36'51"E, for 1,650.98'; th S00°23'07"W, alg the E bdry of said Sec 34, for 1,228.07' to the E¼ cor of said Sec 34; th N89°30'42"W, for 18.93'; th S00°29'18"W, alg the W occupied r/w bdry of Hideaway Ln, for 2,284.9' to the beg of a nontangent curv to the lt, of which the rad pt lies S87°38'02"E, a rad dist of 76.12' & havg a chord bearg of S21°14'18"E, 60.96'; th Sly alg the arc, through a cent ang of 47°12'32" for 62.72'; th S00°23'57"W, for 296.72' to the SE cor of said Sec 34; th N89°02'48"W, alg the S bdry of said Sec 34 for 5,328.39' to the POB; less & except the fol 3 pars: PAR 124 PART A FEE SIMPLE R/W: A par of lnd being a por of Secs 27 & 28, T26S, R18E, Pasco Co, FL, being more partic desc as fol: Com at a 1" pinched iron pipe markg the SW cor of the NW¼ of Sec 28, T26S, R18E, Pasco Co, FL; th N00°28'24"E, alg the W line of the NW¼ of said Sec 28, a dist of 418.74' to the existing Sly r/w line of SR 54; th N85°02'42"E, alg said Sly r/w line a dist of 80.36' to the E line of the W 80' of said NW¼ of Sec 28 & the POB; th cont alg said r/w line the fol 6 crs: 1) N85°02'42"E, a dist of 1,050.3' to the POC of a curv concave to the SW, havg a rad of 2,814.79'; 2) SEly alg the arc of said curv 932.57', through a cent ang of 18°58'58", a chord dist of 928.32' & a chord bearg of S85°27'49"E to the POT; 3) S75°58'20"E, a dist of 2,033.57' to the POC of a curv concave to the NW, havg a rad of 1,959.86'; 4) SEly alg the arc of said curv 547.77', through a cent ang of 16°00'50", a chord dist of 545.99' & a chord bearg of S83°58'45"E to the POT; 5) N88°00'50"E, a dist of 1,681.43' to the POC of a curv concave to the NW, havg a rad of 1,195.93'; 6) NEly alg the arc of said curv 671.2', through a cent ang of 32°09'24", a chord dist of 662.43' & a chord bearg of N71°56'08"E to a pt of cusp & a curv concave to the NW, havg a rad of 2,989.46'; th leavg said line & SWly alg the arc of said curv

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2,574.46', through a cent ang of 49°20'31", a chord dist of 2,495.64' & a chord bearg of S79°21'33"W to the POT, th N75°58'11"W, a dist of 2,407.96' to the POC of a curv concave to the SW, havg a rad of 2,740.12'; th NWly alg said curv 857.64', through a cent ang of 17°56'00", a chord dist of 854.15' & a chord bearg of N84°56'11"W to the POT, th S86°05'49"W, a dist of 1,162.14' to the E line of the W 80' of said NW¼ of Sec 28; th N00°28'24"E, alg said E line, a dist of 149.98' to the said POB; PART B: a par of Ind being a por of the NW¼ of Sec 27, T26S, R18E, Pasco Co, FL, being more partic desc as fol:

Com at a ¾" iron pipe markg the SE cor of the NE¼ of said Sec 27, T26S, R18E, Pasco Co, FL; th alg the S line of the NE¼ of said Sec 27, N89°31'09"W, a dist of 1,325.99' to the SE cor of the SW¼ of the NE¼ of said Sec 27, th alg the E line of the W½ of the NE¼ of said Sec 27, N00°28'38"E, a dist of 1,434.76' to the POB & a nontangent curv concave to the SW, havg a rad of 1,512.33'; th leavg said line & NWly alg the arc of said curv 197.07', through a cent ang of 07°27'58" a chord dist of 196.93' & a chord bearg of N85°37'37"W to the exisiting Sly r/w line of SR 54 & a pt of cusp w/a curv concave to the SE, havg a rad of 884.84'; th alg said line & NEly alg the arc of said curv 197.97', through a cent ang of 12°49'09" a chord dist of 197.56' & a chord bearg of N84°28'48"E to the aforementioned E line of the W½ of the NE¼ of Sec 27, th alg said line, S00°28'38"W, a dist of 34.02' to the POB & PART C FEE SIMPLE R/W: A par of Ind being a por of the NW¼ & the SW¼ of Sec 28, T26S, R18E, Pasco Co, FL, being more partic desc as fol:

Com at the 1" pinched iron pipe markg the SW¼ of Sec 28, T26S, R18E, Pasco Co, FL; th alg the W line of the NW¼ of said Sec 28, N00°28'24"E, a dist of 418.74' to the existg Sly r/w line of SR 54; th N85°02'42"E, alg said Sly r/w line, a dist of 80.36' to the E line of the W 80' of said NW¼ of Sec 28; th S00°28'24"W, alg said E line, a dist of 378.49' to the POB; th cont S00°28'24"W, alg said E line, a dist of 47.71' to the N line of said SW¼ of Sec 28; th S00°23'33"W, parallel w/the W line of said SW¼, a dist of 984.84'; th S88°51'10"E, dist of 690.33'; th N67°44'33"E, a dist of 52.76'; th N26°01'18"E a dist of 36.8'; th N42°16'05"E, a dist of 27.3'; th S89°26'49"E, a dist of 35.15'; th S65°47'11"E, a dist of 14.62'; th N48°48'13"E, a dist of 40.81'; th N06°51'36"E, a dist of 25.24', th N29°45'49"W, a dist of 59.98'; th N30°17'47"E, a dist of 23.03'; th N08°03'14"W, a dist of 77.99'; th N09°21'03"E, a dist of 85.66'; th N44°54'31"E, a dist of 57.81'; th N75°13'44"E, a dist of 50.92'; th S87°14'49"E, a dist of 112.71'; th N62°52'18"E, a dist of 40'; th N36°09'56"E a dist of 54.26'; th N61°00'54"E, a

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dist of 41.1'; th N11°14'11"E, a dist of 65.29'; th N28°42'52"W, a dist of 182.61'; th N33°48'40"W, a dist of 114.21'; th N14°48'46"W, a dist of 40.97'; th N45°05'30"W, a dist of 53.29'; th S86°05'49"W, a dist of 674.76'; th N52°42'43"W, a dist of 351.48' to the said POB, Sec 27, 28, 33, & 34, T26S, R18E, Pasco Co, FL.

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EXHIBIT B
CONDITIONS OF APPROVAL

Sample

**LONG LAKE RANCH
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7307**

Master Development Plans

1. Development shall be in accordance with the Land Development Code (LDC), the Comprehensive Plan, the application, plans, and information submitted April 21, 2010, June 3, 2013, February 27, 2014, January 23, 2015, and December 11, 2017 and February 14, 2018, unless otherwise stipulated or modified herein. Rezoning Petition No. 6991, as approved by the Pasco County Board of County Commissioners (BCC) on October 8, 2011 and subsequent amendments approved on June 28, 2013, by PDD13-1191; May 15, 2014, by PDD14-894; March 6, 2015, by PDD15-707; and December 23, 2015 by PDD 16-306 are hereby superseded by Rezoning Petition No. 7307.
2. All commercial mining activity within the MPUD Master Planned Unit Development shall cease and all required reclamation shall be complete in accordance with the Conditional Use Permit (Memorandum No. CU02-23), Rezoning Resolution No. 02-92 as approved by the Board of County Commissioners on August 27, 2002, or upon the recording of the first record plat, whichever occurs first (final reclamation has been completed).

Open Space/Buffering

3. Wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, Wetlands, Policy 1.3.1, and shown on all preliminary development plans/preliminary site plans (PDP/PSP) and construction plans/construction site plans. Lot lines other than those shown on the approved MPUD Master Plan shall not encroach into the wetlands and wetland buffers. Jurisdictional boundaries shall be delineated in accordance with the responsible regulatory agency. These boundaries may be adjusted following appropriate permit approval and shall be shown on each PDP/PSP. Removal, encroachment, alteration, or development within wetlands shall be in accordance with the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, Wetlands, Policy Nos. 1.3.6, 1.3.8, and 1.3.11; however, no removal, encroachment, alteration, or development shall be permitted within any wetland used to obtain a Comprehensive Plan or LDC density credit. All permits for encroachments, alterations, or development within Category I wetlands shall be obtained and submitted to Pasco County prior to construction plan/construction site plan approval.
4. There shall be a buffer around all Category I wetlands of 25 feet, not inclusive of any lots. Wetland buffers around Category II and Category III wetlands shall be required in accordance with the Southwest Florida Water Management District or other regulatory agencies and shall not be inclusive of any platted lots other than those shown on the approved MPUD Master Plan. The proposed upland buffer area shall be shown on the construction plans/construction site plans. The final upland buffer area, as required by the Southwest Florida Water Management District or other regulatory agencies, shall be

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designated on the plat as "Wetland Conservation Areas." Permissible uses of the Wetland Conservation Areas shall be those uses allowed by Southwest Florida Water Management District or other regulatory agencies.

5. All wetlands and wetland buffers shall be platted within tracts and designated on the plat as "Wetland Conservation Areas." All preserved wetlands and wetland buffers shall be platted outside lots. No activity requiring the issuance of a Building Permit shall be allowed within five feet of the wetlands' buffer line. Concurrent with platting, all wetlands shall be deeded to the homeowners'/property owners'/condominium owners' association or Community Development District/merchants' association (each of the foregoing referred to as an "Association"), or property owner, as applicable. The Association documents shall provide that the Association shall be responsible for the payment of taxes, if any, on the Wetland Conservation Areas.
6. Prior to construction plan/construction site plan approval within a particular village, parcel, or phase, the developers shall provide to the Planning and Development Department (PDD), copies of the approved permit(s) issued by the Southwest Florida Water Management District Environmental Resource Permit, the Army Corps of Engineers, the Florida Department of Environmental Protection, and the Florida Fish and Wildlife Conservation Commission, as may be applicable as to such village, parcel, or phase.
7. The developers shall provide Southwest Florida Water Management District-verified jurisdictional lines and depict all wetland buffers on all PDP/PSP and construction plans/construction site plans.
8. The following statement shall be placed on all future plans:

"If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundations are discovered, work shall come to an immediate stop, and Pasco County and the Florida Division of Historical Resources shall be notified within two working days."

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Florida Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, Florida Administrative Code. The MPUD shall be amended to incorporate any required mitigation consistent with Chapter 1A-46, Florida Administrative Code, as applicable. If any significant resources are found, a Certificate of Appropriateness must be obtained from the County pursuant to requirements of the Land Development Code.

The developers shall comply with the Florida Division of Historical Resources' recommendation that the project site be subjected to a systematic, professional archaeological and historical survey "prior to initiating any project-related land clearing or ground disturbing activities" in accordance with Chapter 1A-46, Florida Administrative Code. The results and findings of this survey must be validated and approved by the

Florida Division of Historical Resources and Pasco County prior to commencement of development. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided to the PDD. (This condition was previously satisfied. The approved Florida Division of Historical Resources letter was provided to Pasco County on July 14, 2006.)

9. The developers of each village or parcel shall create as to such village or parcel a mandatory homeowners'/property owners'/condominium owners' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida (each referred to as an "Association"), or, if approved by the Board of County Commissioners, a Community Development District that encompasses the entire boundaries of the village, parcel, or multiple villages, if elected by the developer. No real property to be conveyed to the County or the District School Board of Pasco County may be included within the boundaries of any Community Development District created with respect to the MPUD. The developers of each village or parcel shall convey in fee simple to the Association or the Community Development District for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special-purpose areas located within the village or parcel as to which the Association or Community Development District is created, unless such area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the Association as well, but only to the Community Development District if such special power pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase within a particular village or parcel; the Association or Community Development District documents, including Articles of Incorporation (if applicable) with proof of being filed with the Secretary of State, State of Florida; restrictive covenants; and all exhibits shall be submitted to the Pasco County Engineering Services Department for review and approval along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the Association or the Community Development District. Subject to the terms of the Development of Regional Impact Development Agreement as amended, impact fee credits for improvements or dedication shall go to the Community Development District or Association if funded by that entity. No Association or Community Development District shall be required as to any multifamily residential village that is not being subdivided into individual lots and remains as a non-fee simple product, nor shall any Association or Community Development District be required as to Parcels A, B, or C. However, the owner/developer or some other entity other than Pasco County shall be responsible for the maintenance of open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special-purpose areas within such parcel.
10. The applicant has prepared and County staff has reviewed and approved an Upland Wildlife Habitat Preservation and Enhancement Plan and a Planting Plan, both dated July 22, 2011, for the Relocated Upland Habitat Protection Area. The developer shall relocate the 5.3 acre Upland Habitat Protection Area from Village 4 to 5.9 acres in Village 1 as illustrated on the Master Plan and Attachment No. 4, Long Lake Ranch Upland Wildlife Habitat Preservation and Enhancement Plan. Subject to approval of an

amendment to the DRI Development Order/Master Plan (Map H) (DO Amendment) to reflect the relocation, the applicant shall preserve the Relocated Upland Habitat Protection Area. Prior to the first site development permit in Village 4 or Village 1, approval of such DO amendment shall be required and the applicant shall comply with the approved Upland Wildlife Habitat Preservation and Enhancement Plan and Planting Plan for the Relocated Upland Habitat Protection Area. **(The amended DRI Development Order/Master Plan [Map H] was approved on November 17, 2015.)**

11. Prior to any clearing or grubbing associated with the construction plan approval of any village, parcel, or phase, the developers shall submit a copy of any required Incidental Take Permit issued by the Florida Fish and Wildlife Conservation Commission to the PDD, as may be applicable to such village, parcel, or phase.
12. The developers shall show and identify Wellhead Protection Areas One and Two delineation lines, as defined by the Pasco County Groundwater Protection Ordinance as amended, on all PDP/PSP and constructions plans/construction site plans.
13. Parcels A/B shall provide open space and green space consistent with the standards applicable to that parcel or phase.
14. Parcel C shall provide open space and green space consistent with the standards applicable to that parcel or phase, provided that Parcel C shall have the right to provide open space or green space within the lands outside of Parcel C in satisfaction of all or any portion of the requirements for Parcel C.

Ordinances

15. In addition to the MPUD conditions of approval, the developers shall comply with all Pasco County ordinances, including all impact fee ordinances, subject to the terms of the Development of Regional Impact Development Order and the Development of Regional Impact Development Agreement, each as amended.
16. School-concurrency requirements as adopted by the County are not waived nor satisfied by this rezoning approval. The owners/developers shall be required to comply with all provisions of the School-Concurrency Ordinance and the requirements to provide for school capacity as mandated by the said ordinance, unless the project is vested pursuant to the ordinance.

Transportation/Circulation

Access Management

17. Long Lake Ranch Development of Regional Impact shall be developed in accordance with the transportation mitigation provisions of the adopted Development of Regional Impact Development Order and Development of Regional Impact Development Agreement each as amended.

18. The developers shall provide a secondary, functional access and emergency access to each parcel or village in accordance with the Land Development Code as amended. The emergency access may be barricaded in a manner found acceptable by the Planning and Development Department and the Emergency Services Department.
19. Prior to construction plan/construction site plan approval of any project accessing a State roadway, the owners/developers shall furnish to the PDD a Letter of Intent indicating approval and/or an approved Driveway Permit from the Florida Department of Transportation. Prior to record platting or where platting is not required, prior to the issuance of the first Certificate of Occupancy, the owners/developers shall provide a letter from the Florida Department of Transportation stating that the improvements within the State right-of-way have been inspected and completed to its satisfaction.
20. At each PDP/PSP approval, the County may also require further site specific intersection improvements. Intersection improvements shall be determined in accordance with the Pasco County Land Development Code and Access Management Standards as amended.
21. Major internal roadways and access point location, type, and design for individual, residential villages and multifamily, retail, and office parcels from major internal roadways are conceptual as shown on the MPUD Master Plan and shall be finalized at the time of PDP/PSP plan review and approval in accordance with the LDC, Access Management Standards as amended, and the approved Master Roadway Plan as amended (major, internal roadways are shown on the MPUD Master Plan, except as follows: a) the frontage road shown on the MPUD Master Plan through the eastern portion of Parcel C may not be removed or substantially relocated; and b) the access road shown on the MPUD Master Plan in Parcel A/B may be realigned within, but not eliminated from, Parcel A/B. Interconnected access via internal drives, parking areas, and service roads shall be utilized whenever possible for nonresidential development.
22. Access point locations along S.R. 54 as approved or as previously constructed by the FDOT are as shown on the approved MPUD Master Plan. Any change to the amount and/or location of access points serving the project shall require approval from both the County and the Florida Department of Transportation.
23. Any gates located within gated communities shall be set back sufficiently in order to provide vehicular stacking for a minimum of three vehicles, unless a greater distance is determined to be required at the time of each preliminary development plan or preliminary site plan review. All entrances accessed by key or electronically coded systems shall be equipped with a system approved by the Emergency Services Director to allow fire or other emergency vehicles immediate access to the development. Upon replacement of any existing gated system, the replacement shall be equipped with a system acceptable to Pasco County. In addition, the access lane widths and clearance between fixed structures shall be a minimum of 15 feet in width.

Dedication of Right-of-Way

24. Public roadways shall be required unless otherwise approved by the County through an alternative standards request prior to or concurrent with each preliminary development plan/preliminary site plan approval.
25. In the case of private streets, dedication and maintenance shall be the responsibility of an appropriate entity other than Pasco County.
26. Vehicular-access rights along the rear of all double-frontage lots that abut roads within or adjoining the project shall be dedicated to Pasco County concurrent with final record platting for each phase of any increment, or where no plat is required prior to final site plan approval.
27. The right-of-way width of Sunlake Boulevard shall be 200 feet. The conveyance of this right-of-way shall be in accordance with the adopted Development of Regional Impact Development Order and Development of Regional Impact Development Agreement each as amended. (Conveyed 7/1/09)

Design/Construction Specifications

28. Prior to or concurrent with PDP/PSP submittal of Village 3 and/or Village 5, the developers shall supply evidence that they have coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcel to the east of Village 3 and to the north of Village 5 (Parcel ID No. 34-26-18-0000-00400-00000) to identify and provide the location of the required interconnecting roadway (unless otherwise approved by the County). The following information shall be shown on all PDP/PSP and construction plans/construction site plans that include or abut the interconnecting roadway (if required): location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.
29. No excavation within the area of future lanes of multilane facilities will be allowed with the exception of excavation for drainage structures, permitted removal of wetlands, excavation to match existing grade, excavation of excess fill for use in developing roadways, or as directed by the Pasco County Engineering Services Director.
30. The developers have entered into a Development Agreement with Pasco County (approved by the Board of County Commissioners on July 24, 2007, as amended and restated on November 25, 2008 and on October 19, 2010) for the construction of improvements including but not limited to:
 - a. Sunlake Boulevard from S.R. 54 to the terminus in Hillsborough County. **(Completed)**
 - b. Intersection improvements at S.R. 54 and Sunlake Boulevard, including signalization. **(Completed)**

c. **Intersection improvements at S.R. 54 and East Frontage Road. (Access Median Opening Completed By FDOT).**

31. Construction and phasing thereof for the major internal roadways and intersections shown on the MPUD Master Plan shall be in accordance with the Master Roadway Plan approved by the Development Review Committee on February 24, 2011, as amended, pursuant to the Development of Regional Impact Development Agreement as amended.
32. Any Mobility Fee credits due to the developers shall be assignable within the Long Lake Ranch Development of Regional Impact project, without limitation; or outside the Development of Regional Impact project, but within the same Mobility Fee expenditure district, once the Development of Regional Impact project is built-out; or to preferred EC (Employment Center) uses (as set forth in Section 522.8.D.1 of the Land Development Code), outside the Development of Regional Impact, before the Development of Regional Impact project is built-out, provided such transfer quantity is reported to the County as part of the Capital Improvement Plan budget process as indicated in the Development Agreement for the Long Lake Ranch Development of Regional Impact.
33. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project. A detailed description of the overall transit-accommodations plan is included within the Master Roadway Plan. The developers shall include and show on any PDP/PSP submittal, the County approved transit-accommodation facilities as shown on the approved Master Roadway Plan, which shall be constructed with the infrastructure improvements of each affected PDP/PSP unless an alternative phasing of transit-accommodation facilities construction is approved with the overall transit-accommodations plan. The applicants/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.
34. The developers may submit a pedestrian/bike path plan for the residential villages and commercial component separately to the PDD for County approval prior to approval of the first PDP/PSP for such villages or commercial component, which provides a path circulation in accordance with the Pasco County Land Development Code as amended, or an alternative method acceptable to the Development Review Committee and in compliance with the handicapped provisions of Chapter 336.045, Florida Statutes, or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the Land Development Code is required.
35. Any building on any parcel or out-parcel abutting S.R. 54 shall not have the rear of the building facing S.R. 54 unless otherwise approved by the County.

Utilities: Drainage, Water Service, Wastewater Disposal

36. The developers shall submit a Stormwater Management Plan and Report for each development phase or increment in accordance with the Pasco County Land Development Code as amended. The plans shall be approved prior to or simultaneous

with application for construction plan review for the development phase/increment in question. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases, unless an interim design for drainage is approved by the County.

37. Finished floor elevations for all habitable structures shall be at or above the 100-year floodplain elevation. All PDP/PSP submittals shall provide 100-year flood elevation data.
38. A revised Master Utility Plan for the development shall be submitted to the Utilities Services Branch for review and approval prior to submittal of the first construction plan/construction site plan. This utility plan shall minimally show the following:
 - a. Trunk sewer lines and lift stations.
 - b. Main potable water lines and nonpotable water lines, if applicable.
 - c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a nonpotable water system for irrigation.
 - d. Method of lighting all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.
 - e. Master Utility Plans shall be presented in a written format in conformance with the Master Utility Plan guidelines implemented by the Utilities Services Branch.

A revised Utilities Service Plan (submitted by King Engineering Associates, Inc. and approved on November 12, 2009) shall be revised, submitted, reviewed, and approved prior to or concurrent with the submittal of the first preliminary/construction site plan. (The revised Master Utility Plan was approved on March 3, 2011).

39. The developers shall construct all water and wastewater facilities within the development to current Pasco County standards. A complete set of instructions may be obtained from the Utilities Services Branch.
40. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developers/owners and its successors and assigns agree to the following, subject to the terms of the Development of Regional Impact Development Order and Development Agreement each as amended:
 - a. In the event of production failure or shortfall by Tampa Bay Water, as set forth in Section 3.19 of the Interlocal Agreement creating Tampa Bay Water, the developers/owners shall transfer to Pasco County any and all Water Use Permits or water-use rights the developers/owners may have to use or consume surface or ground water within Pasco County.
 - b. Prior to the developers/owners selling water, Water Use Permits, or water-use rights, the developers/owners shall notify Pasco County, and Pasco County shall

have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Land Use

41. **Residential Development.**

The residential development dimensional standards are as follows⁽¹⁾:

a. Single-Family Detached (40' X 100')

- (1) Minimum Lot Width of 40 Feet
- (2) Minimum Lot Depth of 100 Feet
- (3) Minimum Front-Yard Setback of 20 Feet*
- (4) Minimum Side-Yard Setback of 7.5 Feet**
- (5) Minimum Rear-Yard Setback of 15 Feet
- (6) Maximum Lot Coverage of 65 Percent—Principal and Accessory Structure
- (7) Maximum Building Height of 35 Feet

*On corner lots where there is more than one front, one front-yard setback may be reduced to 15 feet.

**Side-yard setbacks may be reduced from 7.5 feet to 5 feet subject to compliance with the LDC, Section 902.2.K.2.b. (Drainage conditions have been updated to reflect current code requirements).

b. Single-Family Detached (50' X 100')

The residential dimensional standards and uses shall be in accordance with regulations for R-4 High Density Residential Zoning District of the Land Development Code, except as follows:

- (1) Minimum Lot Width of 50 Feet

⁽¹⁾ The adopted Long Lake Ranch Development of Regional Impact Development Order and Land Use Equivalency Matrix, each as amended, authorize the developer to implement land use exchange(s) subject to any conditions or restrictions in such Land Use Equivalency Matrix and/or Development Order. All land use exchanges shall be submitted to the PDD for verification as to implementation in accordance with the Land Use Equivalency Matrix, then submitted to the Development Review Committee on its consent agenda for approval, and then reported to the Zoning Administrator (together with an updated MPUD Master Planned Unit Development).

- (2) Minimum Lot Depth of 100 Feet
- (3) Minimum Side-Yard Setback of 7.5 Feet**
- (4) On corner lots where there is more than one front, one front-yard setback may be reduced to 15 feet.

**Side-yard setbacks may be reduced from 7.5 feet to 5 feet subject to compliance with the LDC, Section 902.2.K.2.b. (Drainage conditions have been updated to reflect current code requirements).

c. Single-Family Attached (Villa)

The residential dimensional standards and uses shall be in accordance with regulations for R-4 High Density Residential Zoning District of the Land Development Code, except as follows:

- (1) Minimum Lot Width of 35 Feet
- (2) Minimum Lot Depth of 110 Feet
- (3) On corner lots where there is more than one front, one front-yard setback may be reduced to 15 feet.

d. Single-Family Attached (Townhouse)

- (1) Minimum Lot Width of 14 Feet
- (2) Minimum Lot Depth of 80 Feet
- (3) Minimum Front-Yard Setback of 20 Feet *
- (4) Minimum Separation of 20 Feet Between Structures
- (5) Minimum Side-Yard Setback of 7.5 Feet**
- (6) Minimum Rear-Yard Setback of 5 Feet
- (7) Maximum Lot Coverage of 100 Percent
- (8) Maximum Height of 50 Feet
- (9) Land considered for the neighborhood park requirements or used for stormwater retention/detention shall be a minimum of 20 feet from the rear of the structure and a minimum of 15 feet from the side of the structure.

*On corner lots, one front-yard setback may be reduced to 10 feet.

**Side-yard setbacks may be reduced from 7.5 feet to 5 feet subject to compliance with the LDC, Section 902.2.K.2.b. (Drainage conditions have been updated to reflect current code requirements).

- e. If attached single family residential units are proposed adjacent to detached single family residential units on the common boundary between Villages 2 and 8, there shall be a 10-foot wide easement along the common boundary line. The easement shall contain either an opaque, 6-foot high fence or landscaping that conforms to the landscaping material requirements of Pasco County Buffer Type B.
- f. If attached single family residential units of 4 or more units in a building are proposed adjacent to attached single family residential units of less than 4 units on the common boundary between Villages 2 and 8, there shall be a 5-foot wide easement along the common boundary line. The easement shall contain an opaque 6 foot high fence.
- g. Multifamily Units (Apartments or Condominiums)

The residential design standards and uses shall comply with the standards of the MF-2 Multiple Family High Density District as set forth in the LDC, except as follows:

- (1) Minimum Separation of 20 Feet Between Structures
- (2) Maximum Building Height of 50 Feet; Maximum Building Height for Parcel C Only, 65 Feet
- (3) Maximum Lot Coverage of 100 Percent
- (4) Multifamily units within Parcel C shall be allowed to be developed at up to 30 units per acre.

42. The following exceptions that do not impede drainage may be allowed in 5-foot setbacks:

Fences that do not impede drainage flow shall be allowed in the rear and side yards with the following regulations:

- i. Within Drainage Easements:
 - (1) Fences are removed and/or replaced at the owner's expense for any required maintenance within the Drainage Easement;
 - (2) Fences do not impede positive drainage flow;
 - (3) Fences do not impede access to drainage facility.

ii. Within Setbacks:

- (1) Fences do not impede positive drainage flows;
- (2) Fences are removed and/or replaced at the owner's expense for any required maintenance and/or regrading to provide positive drainage flow.

43. Non-Residential Development.

The non-residential development standards are as follows:

a. Parcel A/B

Subject to the adopted Long Lake Ranch Development of Regional Impact Development Order and Land Use Equivalency Matrix (with the exception of the office entitlements which cannot be exchanged), there shall be a maximum of (a) 50,000 square feet of support commercial/retail; (b) 100 hotel rooms; and (c) 625,000 square feet of office. The 450,000 square feet of the 625,000 square feet of office entitlements (which may not be converted to any other use) may only be developed in buildings containing a minimum square footage of 20,000 square feet or in multi-story buildings. A 42.1 acre portion of Parcel A/B shall only be developed with office with the exception of commercial/retail located within multi-story office building(s).

The permitted office uses shall be target industries; professional, administrative and medical offices, services and facilities; hospitals, trauma centers, emergency; clinics, outpatient facilities and other healthcare uses; rehabilitative, short-term or long-term care services and facilities; medical research and bio-medical research facilities .

The permitted uses for the commercial/retail outside the 42.1 acres of Parcel A/B, shall be the permitted uses in the C-1 Neighborhood Commercial District.

The dimensional standards for offices, support commercial/retail uses and hotel (maximum of 100 rooms) for Parcel A/B are as follows:

- (1) Minimum Front-Yard Setback of 10 Feet
- (2) Minimum Side-Yard Setback of 0 Feet
- (3) Minimum Rear-Yard Setback of 0 Feet
- (4) Maximum Lot Coverage of 75 Percent
- (5) No Maximum Height

Parcel A/B entitlements shall not be required to comply with LDC section 522.5, EC-MPUD Standards.

b. Parcel C Healthcare/Office/Employment Uses

Parcel C presently has entitlements for up to 680,000 square feet of office uses.

The dimensional standards are as follows:

- (1) Minimum Front-Yard Setback of 10 Feet
- (2) Minimum Side-Yard Setback of 0 Feet from non-residential/25 Feet from residential
- (3) Minimum Rear-Yard Setback of 0 Feet from non-residential/25 Feet from residential
- (4) Maximum Lot Coverage of 75 Percent
- (5) No Maximum Building Height

c. Parcel C office entitlements shall not be required to comply with EC-MPUD corporate business park standards or criteria. The permitted office uses may be utilized for hospital or other healthcare uses, professional office, and/or other employment uses, target industries, administrative and medical offices, rehabilitative, short-term or long-term care services and facilities, clinics, trauma center, emergency, outpatient, medical research and bio-medical research facilities.

The permitted uses for the commercial/retail within any multi-story office building shall be the permitted uses in the C-1 Neighborhood Commercial District.

d. Parcel C (Commercial [Retail])⁽¹⁾ up to 527,000 Square Feet.

Uses shall be in accordance with regulations for the C-2 General Commercial District.

The dimensional standards are as follows:

- (1) Minimum Front-Yard Setback of 10 Feet
- (2) Minimum Side-Yard Setback of 0 Feet
- (3) Minimum Rear-Yard Setback of 0 Feet
- (4) Maximum Lot Coverage of 75 Percent
- (5) No Maximum Height

- (6) To encourage urban density and to support potential future transit in the S.R. 54 Corridor, the minimum C-2 General Commercial lot standards for lot width and lot area shall not apply. Lots within Parcel C also may be mixed-use lots, and both horizontal and vertical mixed-uses (residential, office, and/or commercial/retail uses) shall be allowed within such lots in Parcel C.
 - (7) Commercial/retail or mixed-use development within Parcel C may, at the developer's election, be developed pursuant to the standards and requirements of the LDC, Article 800, Traditional Neighborhood Development, thereby qualifying as a TC (Town Center) entitlement in accordance with the Development Order for the Long Lake Ranch Development of Regional Impact.
- e. Hotel (Parcel C)
- (1) The design standards shall comply with the commercial standards of the Parcel C development.
 - (2) The maximum number of rooms is 120⁽¹⁾.
 - (3) In order to constitute an EC (Employment Center) use entitled to proportionate-share credit, the hotel must have conference/meeting and catering facilities contained within the building in accordance with the Development Order for the Long Lake Ranch Development of Regional Impact.
44. The maximum floor area ratio for the commercial/office development within the ROR (Retail/Office/Residential) Land Use Classification shall not exceed 75 percent.
 45. Recreation-center development standards within residential villages shall be in accordance with the C-1 Neighborhood Commercial District.
 46. The total aggregate number of dwelling units for Long Lake Ranch shall not exceed 2,100 (1,470 single-family detached/attached and 630 multifamily units)⁽¹⁾.
 47. The maximum floor area for the commercial portion of the MPUD shall not exceed 577,000 square feet⁽¹⁾ of gross floor area, including out-parcels.

⁽¹⁾ The adopted Long Lake Ranch Development of Regional Impact Development Order and Land Use Equivalency Matrix, each as amended, authorize the developer to implement land use exchange(s) subject to any conditions or restrictions in such Land Use Equivalency Matrix and/or Development Order. All land use exchanges shall be submitted to the PDD for verification as to implementation in accordance with the Land Use Equivalency Matrix, then submitted to the Development Review Committee on its consent agenda for approval, and then reported to the Zoning Administrator (together with an updated MPUD Master Planned Unit Development).

48. The maximum floor area for the office portions of the MPUD [allocated 625,000 square feet for Parcels A/B, and 680,000 square feet for Parcel C] shall not exceed 1,305,000 square feet⁽¹⁾ of gross floor area.
49. Identifying and directional signage may be installed within Parcel A/B (for users within Parcel A/B) and within Parcel C (for users within Parcel C), for the benefit of various users within Parcel A/B or Parcel C, respectively (subject to design standards set forth in the LDC as amended). Such overall Parcel A/B and overall Parcel C signage shall be deemed to remain compliant with the LDC as amended, notwithstanding the subsequent subdivision or separation of ownership of individual parcels within Parcels A/B, and within Parcel C, respectively.
50. Parcels may be developed out of numerical sequence and in multiples, as long as the parcels being developed do not rely upon infrastructure construction of future parcels.
51. Subject to the terms of the Development of Regional Impact Development Order, any proposed increase in density/intensity that results in an overall increase in the entire MPUD greater than or equal to five percent cumulatively⁽¹⁾, or a change in overall design and/or content occurs, a substantial amendment shall be presumed. Additionally, should the proposed amendment result in an increase in density/intensity which necessitates a timing and phasing analysis, then the request may be presumed to be substantial subject to the footnote.
52. Any overall increase to density/intensity or decrease in open space shall be calculated cumulatively from the last substantial amendment.
53. Residential use may not be intensified within any one increment following approval of the plat or final site plan for the first unit in that increment without review and approval by the Board of County Commissioners.
54. The developers may designate, on the PDP for any residential village or parcel increment, a site or sites which do not exceed a total of two acres to be used for recreational vehicle storage for the exclusive use of Long Lake Ranch residents. The site(s) must obtain commercial site plan approval prior to development and be owned by the mandatory Association or CDD.
55. The Roy Nicholas Geraci, Jr., homestead parcel, situated in the southeast corner of the MPUD parcel and indicated as Village 5, may continue private aviation use, subject to the Federal Aviation Authority and/or the Florida Department of Transportation (FDOT) criteria and requirements applicable to the said use. Prior to the issuance of any Building Permit within the portion of the MPUD owned by Roy Nicholas Geraci, Jr. (300 acres, m.o.l.) (until the use of private aviation as referenced above is permanently terminated), the owners/developers shall provide evidence of compliance with Federal Aviation Regulation, Part 77, by submitting copies of any required permits/approvals from the Federal Aviation Administration and/or the FDOT.
56. Prior to the commencement of site development for any village, parcel, or phase thereof within the MPUD, the historic agricultural and recreational activities within that village,

parcel, or phase on the property may continue as approved interim uses, including ranching, grazing, farming, hunting, fishing, skeet, borrow excavation (subject to all applicable permitting and/or zoning requirements), and similar agricultural or recreational uses.

Procedures

57. Unless otherwise approved by the DRC, a disclosure statement regarding the construction of all future roadways abutting and through the MPUD shall be included in all sales contracts for single-family residential sales within the MPUD. This disclosure shall include the future roadway's number of lanes and construction timing, if applicable.
58. Unless otherwise approved by the Assistant County Administrator for Public Safety, or designee, the development shall be included into one or more Pasco County Municipal Fire Service Taxing Units to provide fire protection. The developers shall submit a petition for inclusion of each village or parcel into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit in such village or parcel be issued until the Assistant County Administrator for Public Safety, or designee has received such a petition.
59. If there is a conflict with the Development of Regional Impact Development Order, Comprehensive Plan Amendment, and MPUD Master Planned Unit Development each as amended, the Development of Regional Impact Development Order as amended, will then control.
60. Development shall occur in accordance with the Pasco County LDC, Section 402, Concurrency Management System, except to the extent vested against concurrency pursuant to the Development of Regional Impact Development Order as amended.
61. A PDP must be approved for an entire village prior to any phased construction drawing approval. The maximum number of units and the density of each residential village shall not exceed the limits shown on the Master Development Plan, subject to the footnote.⁽¹⁾ A PSP must also be approved for each multifamily (nonfee simple), recreational vehicle, or commercial component prior to any phased site plan approval. Sub-phases may be created within Villages 1, 2, 3, 4, 6 and 8.
62. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.

⁽¹⁾ The Long Lake Ranch Development of Regional Impact provides for land use exchange(s) to occur in accordance with the Development of Regional Impact Development Order and the Land Use Equivalency Matrix included in the adopted development order, as amended. All land use exchanges shall be submitted to the PDD. All exchanges shall be subject to approval by the Development Review Committee (on the consent agenda). All approved land use exchanges shall be reported to the Zoning Administrator/Assistant Planning and Development Administrator (together with an updated MPUD Master Plan).

63. Any decisions or matters which, under the conditions of MPUD, require approval or allow modification by the DRC, or require approval by the Pasco County Zoning Administrator/Assistant Planning and Development Administrator may be appealed in accordance with the LDC as amended.
64. All development activities shall be in accordance with the specific provisions referenced within the final resolution adopting this development order approved with conditions and the Long Lake Ranch Development of Regional Impact No. 247 Development Order and the associated Development of Regional Impact Development Agreement each as amended.
65. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the approved document is completed (including notarization) and received by the PDD.
66. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

{OWNER/DEVELOPER'S ACKNOWLEDGMENT FOLLOWS}

APPLICANT'S ACKNOWLEDGMENT:

The applicant acknowledges that it has read, understood, and accepted the above-listed conditions of approval.

TRP OFFICE FLORIDA, LLC.

(Date)

BY: _____

TITLE: _____

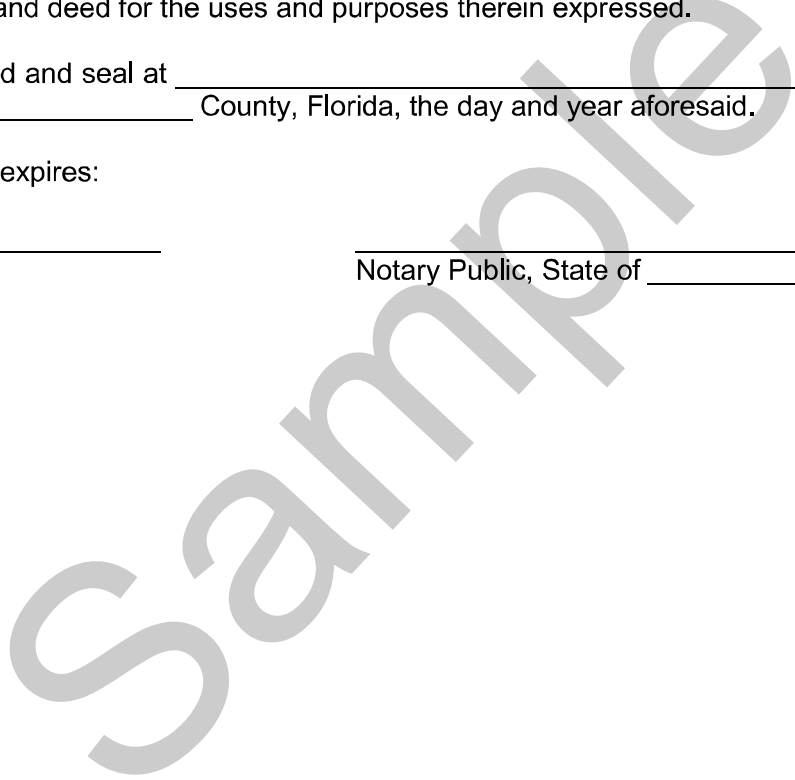
I hereby certify on this _____ day of _____, 2018 before me personally appeared owner/developer/applicant, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____,
_____ County, Florida, the day and year aforesaid.

My commission expires:

(Date)

Notary Public, State of _____ at Large





EXP U.S. Services Inc.
50 North Laura Street, Suite 2500
Jacksonville, Florida 32202 | USA
t: 904.516.5476 | exp • com

exp • com

Certificate Of Completion

Envelope Id: 2B40E526220D4312A5DD8E2BF0844765	Status: Completed
Subject: Contract #CM3565 \$300,000.00 Description: RFP NC23-048-EXP US SVS. INC., PLANNING ON CALL SVS.	
Source Envelope:	
Document Pages: 405	Signatures: 9
Certificate Pages: 6	Initials: 48
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Laurie Goltry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	lgoltry@nassaucountyfl.com
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chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 12/14/2023 10:59:37 AM Viewed: 12/14/2023 1:48:23 PM Signed: 12/14/2023 1:48:46 PM
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Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 12/14/2023 10:59:38 AM Viewed: 12/14/2023 11:05:18 AM Signed: 12/14/2023 11:05:34 AM
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<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: 12/14/2023 1:48:58 PM Viewed: 12/14/2023 4:19:06 PM Signed: 12/14/2023 4:19:16 PM</p>
<p>Kyle Henry kyle.henry@exp.com Vice President Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/20/2023 3:31:13 PM ID: 59489e07-2c0b-459f-8045-63e7578c5b0b</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 4.16.180.30 Signed using mobile</p>	<p>Sent: 12/14/2023 4:19:31 PM Viewed: 12/20/2023 3:31:13 PM Signed: 12/20/2023 3:33:13 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: 12/20/2023 3:33:28 PM Viewed: 12/22/2023 8:24:48 AM Signed: 12/22/2023 8:24:53 AM</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</p>	<p>Sent: 12/22/2023 8:25:05 AM Viewed: 12/22/2023 10:06:45 AM Signed: 12/22/2023 10:07:07 AM</p>
<p>Taco E. 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: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 12/22/2023 10:07:20 AM Viewed: 12/22/2023 12:17:55 PM Signed: 12/22/2023 12:18:27 PM</p>
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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clerkservices@nassaucountyfl.com
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bocccprocurement@nassaucountyfl.com
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/22/2023 12:18:27 PM
Completed	Security Checked	12/22/2023 12:18:43 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

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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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.