

CONTRACT FOR COMPREHENSIVE IMPACT FEE STUDY SERVICES

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **TISCHLERBISE, INC.**, located at **4701 Sangamore Road S240, Bethesda, MD 20816** hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County received proposals for comprehensive impact fee study services, on or about November 14, 2024. Said services are more fully described in the County’s Request for Proposal (RFP), attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the County has determined that the Vendor was the number one ranked vendor; and

WHEREAS, all terms and conditions of the County’s RFP and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor’s Response Price Sheet is attached hereto as Exhibit “B” and made a part hereof.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor 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. Contract Exhibits.

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

Exhibit “A” COUNTY’S REQUEST FOR PROPOSAL AS MODIFIED BY
ADDENDA; AND

Exhibit “B” VENDOR’S RESPONSE AND PRICE SHEET

SECTION 3. Description of Goods and/or Services to be Provided.

3.1 The Vendor shall provide the goods and/or services as described in Exhibit “A”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County’s RFP* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount not to exceed One Hundred, Eighteen Thousand, Four Hundred Ninety Dollars and 00/100 (\$118,490.00) for the goods and/or services referenced in Exhibits “A” and “B”. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded scope of services and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet scope of services and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor corrects their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

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

6.1 The term of this Contract shall begin upon execution by both parties to this Contract and shall terminate *one (1) year thereafter*. The term of this Contract may be extended for *one (1) additional one (1) year term* with no changes in terms or conditions, upon mutual written agreement between the Vendor 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 8 hereinbelow.

6.2 In the event that the 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. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit “A”; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 8. Funding.

8.1 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 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or 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 Vendor’s agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor 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.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or 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.

10.3 The Vendor 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 Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 11. Governing Law, Venue and Compliance with Laws.

11.1 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.

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

SECTION 12. Change Orders.

12. 1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 13. Modifications.

13. 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 14. Assignment and Subcontracting.

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

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor 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 Vendor 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 judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

14.3 The Vendor 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 Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor 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 15. Severability.

15.1 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 16. Termination for Default.

16.1 If the Vendor 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 Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor 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 17. Termination for Convenience.

17.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor 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 Vendor shall only provide those goods and/or services 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 Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor 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 18. Force Majeure.

18.1 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.

18.2 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 Vendor believes is excusable under this section, the Vendor 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 Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'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 Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor 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

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Vendor 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 Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/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 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services 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 Vendor.

SECTION 20. Public Emergencies.

20.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period. RESERVED

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or 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 Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

SECTION 23. Indemnification.

23.1 The Vendor 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 Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor 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 Vendor's performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor 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 "A". The policy limits required are to be considered minimum amounts.

24.2 The Vendor 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 25. Dispute Resolution Process.

25.1 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.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 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 Vendor. The Vendor 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.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is 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 Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor 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 Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor 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.

26.2 The Vendor 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 Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 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 Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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 Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- 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 Vendor 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 Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion

of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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.

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

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

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

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

(a) The Court determines that the Vendor 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 Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

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

27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a

plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

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

SECTION 29. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor 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 31. Advertising.

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31.1 The Vendor shall not publicly disseminate, advertise or publish 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 Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically.

SECTION 32. Notices.

32.1 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: Office of Management and Budget
96135 Nassau Place Ste. 2
Yulee, FL 32097

Vendor: TischlerBise, Inc.
Attn: Carson Bise
4701 Sangamore Road S240
Bethesda, MD 20816

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 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 34. Authority to Bind.

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

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

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

35.3 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.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor 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 Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments 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 37. Headings.

37.1 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 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 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 39. Change of Laws.

39.1 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, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 40. Human Trafficking Affidavit.

40.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by to the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

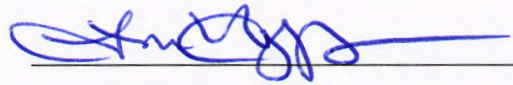
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SECTION 41. Extension of Pricing, Terms, and Conditions to Other Governmental Entities.

41.1 Nassau County agrees to extend the pricing, terms and conditions of this contract to other governmental entities at the discretion of the Vendor.

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**

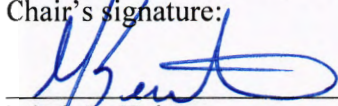


By: A.M. "Hupp" Huppmann

Its: Chairman

Date: 3/10/2025

Attest as to authenticity of the
Chair's signature:



Mitch L. Keiter

Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

TISCHLERBISE, INC.



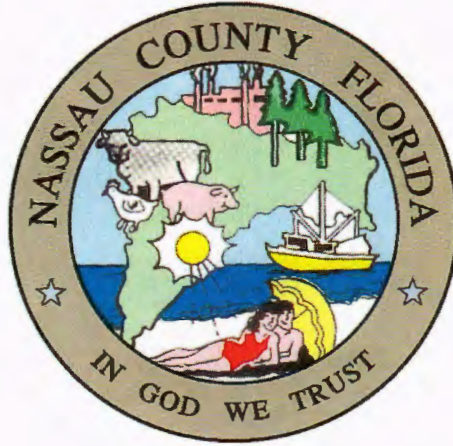
By: Carson Bise

Its: President

Date: 1/29/2025

**EXHIBIT "A" COUNTY'S REQUEST FOR PROPOSAL AS
MODIFIED BY ADDENDA**

**NASSAU COUNTY
FLORIDA**



REQUEST FOR PROPOSAL (RFP)

COMPREHENSIVE IMPACT FEE STUDY

RFP NO. NC24-026-RFP

PROPOSALS ARE DUE NOT LATER THAN

NOVEMBER 7, 2024 at 10:00 A.M. ET

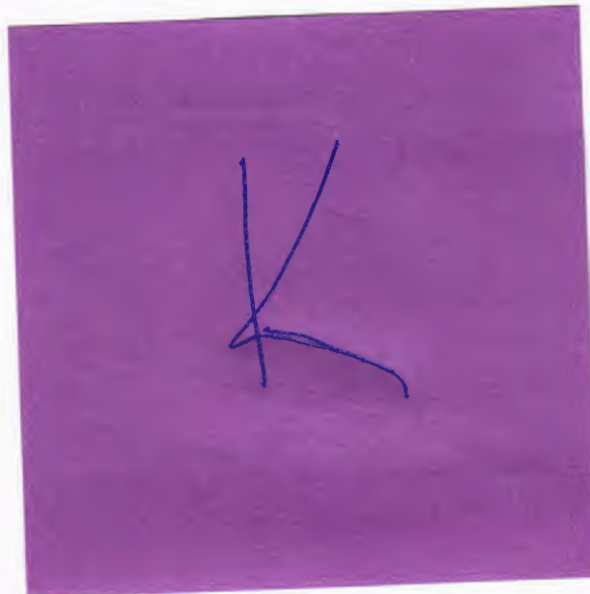


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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION:

Nassau County (hereinafter referred to as the "County") is seeking proposals from qualified firms to complete a comprehensive study/analysis of the County's impacts fees. The fee study will include a review and update to impact fees for Fire, Sheriff, Administrative Facilities, Park Lands, and Park Facilities. The study will not include mobility fees or utility fees in accordance with the terms, conditions, and scope of services contained in this Request for Proposal (RFP).

1.2 PROCUREMENT METHOD:

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

1.3 COMPETITIVE PROCESS:

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

1.4 PROPOSAL DOCUMENTS:

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

1.5 PERIOD OF PERFORMANCE:

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

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 Appendix "A" 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.

RFP Available on PlanetBids	September 19, 2024	
Pre-Proposal Meeting (Virtual)	October 1, 2024	10:00 a.m.
Deadline for Questions	October 7, 2024	By 4:00 p.m.
County's Responses to Questions Posted to PlanetBids	October 14, 2024	
RFP Responses Due Date/Time and RFP Opening Date/Time	November 7, 2024	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of November 18, 2024	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
Nassau County
96135 Nassau Place, Suite 2
Yulee, FL 32097
Ph: 904-530-6040

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 shall ensure Addendums are acknowledged electronically through **NASSAU COUNTY'S EPROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL**.

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: The pre-proposal meeting shall be held virtually on date and time specified in Section 3.1. To access the Pre-Proposal meeting, use the link below:

[Click Here for Pre-Proposal Meeting](#)

Meeting ID: 299 558 149 325

Passcode: quVphS

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 insurance coverage that meets or exceeds the insurance requirement listed in Appendix "C."

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

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 – Firm Qualifications

Respondents should include:

- A brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated herein.
- Knowledge of and compliance with applicable federal, state, and local laws pertaining to this solicitation.

TAB 4 – Key Personnel Knowledge and Experience

Respondents should include:

- Names and qualifications of key personnel who will be responsible for conducting the professional services in the Respondents proposal including resumes and qualifications of all key personnel.
- Demonstrated experience of Key Personnel including years of experience and knowledge of and compliance with applicable federal, state, and local laws pertaining to this solicitation.

TAB 5 – Delivery and Approach

- Describe work plan to perform the services set forth in Appendix "A" Scope of Services
- Qualifications of staff to perform required tasks.

TAB 6 – References

Provide a list of references for which similar services have been performed. 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 – Cost

Provide total cost to complete the Comprehensive Impact Fee Study and an hourly rate for additional services if needed. Vendors shall submit their price and hourly rate using the Proposal Cost Sheet, herein attached as Appendix "B". **Total cost and 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 8 – Forms

All 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 Staff 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 COUNTY RESERVES THE RIGHT TO ISSUE MULTIPLE AWARDS.**
- 5.4 EVALUATION CRITERIA:** A one hundred (100) point formula scoring system will be utilized based upon the following criteria:

Firm Qualifications	35
Key Personnel Knowledge and Experience, References	30
Delivery and Approach	20
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. 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 Office of Management and Budget Office 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 Appendix "D", Draft Contract. The successful Firm will be required to enter into an agreement which will include the requirements of this RFP as well as the standard terms and conditions of the Draft Contract. 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.

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APPENDIX "A"

SCOPE OF SERVICES

The awarded Consultant shall complete a comprehensive study/analysis of the County's impacts fees. The fee study will include a review and update to impact fees for Fire, Sheriff, Administrative Facilities, Park Lands, and Park Facilities. The study will not include mobility fees or utility fees.

The County imposes the impact fees described in Attachment "A", Impact Fee Schedule and requests a study of such fees and analysis used to calculate these fees. This study will be used to develop legally defensible fees and examine if the fees are reasonable related to the mitigation of impacts, and if the fees are consistent with similarly situated agencies located in Florida.

The awarded Consultant must fulfill each of the Tasks/Deliverables listed below. The County will evaluate the Consultant's performance on each of the stated deliverables below; the Consultant is required to make revisions, as directed by the County.

TASKS/DELIVERABLES:

1. Revise and update the County's impact fee schedule, as appropriate, in terms of land use types, units of measure, public facilities/service types, and fee values. Prepare recommended methods and fees for the calculation of, and updates to, impact fees using the most recent and localized data for Fire, Sheriff, Administrative Facilities, Park Lands, and Park Facilities. Data is to be provided by the County and to be obtained from other applicable public sources. Provide an updated Comprehensive Impact Fee Update. Consultant must expect to provide at least two (2) drafts of the document deliverables for County review and comment before a final is provided to the County by the Consultant.
2. Provide a report on the technical methods and analysis used to do so. In addition, provide a recommendation to determine whether the current impact fee district boundaries should be modified, or districts should be added.
3. Provide a comparison summary of the proposed fees and structure relative to other similar counties (minimum of five counties).
4. Provide a summary to reflect current laws, rules, codes, and best practices so they can be linked to the appropriate categories of impact fee schedule. Consultant must expect to provide at least two (2) drafts of the document deliverables for County review and comment before a final is provided to the County by the Consultant.
5. Present report to the Northeast Florida Builders Association and other similar organizations as requested. Consult with the staff should the need arise to defend the impact fee study as a result of any legal or other challenges.
6. Assist staff in preparing any required resolutions and/or ordinances. Attend the Commission meeting for first reading to present the study and answer any questions regarding the study. If required, adjust the study to accommodate requests of the Commission. May require attendance at the second reading for adoption of the study.

APPENDIX "B"

PROPOSAL COST SHEET

Consultant shall prepare the Comprehensive Impact Fee Study in accordance with Appendix "A", Scope of Services at the cost(s) below.

Description	Total Cost
Preparation of the Comprehensive Impact Fee Study	\$

Total Cost above is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, etc. **No additional expenses shall be billed.**

Description	Hourly Rate
Additional Services, if needed.	\$

Hourly Rate above is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, etc. **No additional expenses shall be billed.**

Company: _____

Address: _____

City, State, Zip code: _____

Phone Number: _____ Email: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

APPENDIX "C"

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:

Part One – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
Part Two – 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
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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
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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.

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” on the day and year last written below (hereinafter “Effective Date”).

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 incorporated into and made part of this Contract:

Exhibit A CONSULTANT'S SCOPE OF PROFESSIONAL SERVICES

Exhibit B INSURANCE REQUIREMENTS

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. 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.

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 is 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.

30.8 In reference to any public records requested under this Contract, the Consultant shall identify and mark specifically any information which the Consultant considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Consultant believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable

to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

30.9 In conjunction with the confidential and/or proprietary information designation, the Consultant acknowledges and agrees that after notice from County, the Consultant shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Consultant shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

30.10 The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Consultant's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Consultant's designation of material as exempt from public disclosure.

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. Scrutinized Companies and Public Entity Crimes.

32.1 The Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the 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.]

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: _____

ATTACHMENT "A", IMPACT FEE SCHEDULE

NASSAU COUNTY IMPACT FEES

Adopted	7/16/2020	7/16/2020	7/16/2020	12/13/2021	12/13/2021		
Residential (per unit)	FIRE/EMS	ADMIN	LAW	PARK LAND	PARK FACILITIES	TOTAL	
Single-family houses (detached)	\$ 411.00	\$ 962.00	\$ 299.00	\$ 1,342.67	\$ 706.23	\$ 3,720.90	+ mobility
Mobile/Manufactured Homes	\$ 411.00	\$ 962.00	\$ 299.00	\$ 1,454.14	\$ 764.86	\$ 3,891.00	+ mobility
Multi-family (except for duplex/quadruplex)	\$ 290.00	\$ 679.00	\$ 211.00	\$ 871.47	\$ 458.38	\$ 2,509.85	+ mobility
Duplex/Quadruplex	\$ 290.00	\$ 679.00	\$ 211.00	\$ 1,231.20	\$ 647.60	\$ 3,058.80	+ mobility

Adopted	7/16/2020	7/16/2020	7/16/2020	12/13/2021	12/13/2021		
Nonresidential (per 1,000 square feet)	FIRE/EMS	ADMIN	LAW	PARK LAND	PARK FACILITIES	TOTAL	
Retail/Commercial	\$ 1,048.00	\$ 1,200.00	\$ 761.00	\$ -	\$ -	\$ 3,009.00	+ mobility
Office	\$ 356.00	\$ 1,520.00	\$ 258.00	\$ -	\$ -	\$ 2,134.00	+ mobility
Industrial	\$ 144.00	\$ 815.00	\$ 104.00	\$ -	\$ -	\$ 1,063.00	+ mobility
Warehouse	\$ 64.00	\$ 176.00	\$ 46.00	\$ -	\$ -	\$ 286.00	+ mobility
Public/Institutional	\$ 391.00	\$ 1,448.00	\$ 284.00	\$ -	\$ -	\$ 2,123.00	+ mobility
Hotel	\$ 571.00	\$ 1,643.00	\$ 414.00	\$ -	\$ -	\$ 2,628.00	+ mobility

Educational Impact Fees	7/16/2020
Residential Single-family houses (detached)	\$ 5,430.60
Residential Multi-family	\$ 5,430.60
Single Family Home (Est. Total)	\$ 9,151.50
Mobility (E95)	3,989.51
Total	\$ 13,141.01
Single Family Home (Est. Total)	\$ 9,151.50
Mobility (W95)	4,434.28
Total	\$ 13,585.78

ATTACHMENT "B"



Development Impact Fee Update

Prepared for:

Nassau County, Florida

June 4, 2020

TischlerBise
FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road, Suite S240

Bethesda, MD

301.320.6900

www.tischlerbise.com

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EXECUTIVE SUMMARY

TischlerBise, Inc., is under contract with Nassau County, Florida to advise on an update to impact fees for Administrative, Sheriff, and Fire facilities. Impact fees are one-time payments used to construct system improvements needed to accommodate new development. An impact fee represents new growth's proportionate share of capital facility needs. Impact fees do have limitations and should not be regarded as the total solution for infrastructure funding needs. Rather, they are one component of a comprehensive portfolio to ensure provision of adequate public facilities needed to serve new development. In contrast to general taxes, impact fees may not be used for operations, maintenance, replacement of infrastructure, or correcting existing deficiencies.

GENERAL LEGAL FRAMEWORK

Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. Land use regulations, development exactions, and impact fees are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is in the protection of public health, safety, and welfare by ensuring that development is not detrimental to the quality of essential public services. The means to this end is also important, requiring both procedural and substantive due process. The process followed to receive community input, with stakeholder meetings, work sessions, and public hearings provide opportunity for comments and refinements to the impact fees.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are instructive. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an "essential nexus" between the exaction and the interest being protected (see *Nollan v. California Coastal Commission*, 1987). In a more recent case (*Dolan v. City of Tigard*, OR, 1994), the Court ruled that an exaction also must be "roughly proportional" to the burden created by development.

There are three reasonable relationship requirements for impact fees that related closely to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of impact fees under the U.S. Constitution, we prefer a more rigorous formulation that recognizes three elements: "need," "benefit," and "proportionality." The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. Individual elements of the nexus standard are discussed further in the following paragraphs.

All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the capacity of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the

need for facilities is a consequence of development that is subject to the fees. The Nollan decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to impact fees. In this study, the impact of development on infrastructure needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level of service standards.

The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the Dolan case and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related capital costs, and in the methods used to calculate impact fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development (e.g. a typical housing unit's household size).

UNIQUE REQUIREMENTS OF THE FLORIDA IMPACT FEE

In Florida, impact fees are an outgrowth of home rule power and compared to other states, the enabling legislation is relatively brief. [See Appendix B: Florida Statute: 163.31801] The Act requires the calculation of impact fees to be based on most recent and localized data. Administrative charges for the collection of impact fees are limited to actual costs. The chief financial officer of the local government has specific responsibilities for accounting and reporting collections and expenditures of impact fees. In contrast to the legal precedent in other states, Florida law states, "In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in this section, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government."

As documented in this report, Nassau County has complied with the Florida Impact Fee Act and applicable legal precedents. The impact fees are proportionate and reasonably related to the capital improvement demands of new development. Specific costs have been identified using local data and current dollars. With input from County staff, TischlerBise determined demand indicators for each type of infrastructure and calculated proportionate share factors to allocate costs by type of development. This report documents the formulas and input variables used to calculate the updated impact fees for Administrative, Sheriff, and Fire facilities. Impact fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

CONCEPTUAL IMPACT FEE CALCULATION

In contrast to project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure.

The demand indicator measures the number of demand units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth, and the increase in population can be estimated from the average number of persons per housing unit. The second step in the impact fee formula is to determine infrastructure units per demand unit, typically called Level-Of-Service (LOS) standards. In keeping with the park example, a common LOS standard is park acreage per thousand people. The third step in the impact fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish the cost per acre for land acquisition and/or park improvements.

GENERAL METHODOLOGIES

There are three general methods for calculating impact fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation, and each can be used alongside other methods being used for different cost components.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating development impact fees and how those methods can be applied.

Cost Recovery (past improvements)

The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

Incremental Expansion (concurrent improvements)

The incremental expansion method documents current level-of-service (LOS) standards for each type of public facility, using both quantitative and qualitative measures. This approach ensures that there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increment to keep pace with development.

Plan-Based Fee (future improvements)

The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development

potential is identified by a land use plan. There are two options for determining the cost per demand unit: 1) total cost of a public facility can be divided by total demand units (average cost), or 2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Credits

Regardless of the methodology, a consideration of “credits” is integral to the development of a legally defensible impact fee methodology. There are two types of “credits” with specific characteristics, both of which should be addressed in impact fee studies and ordinances.

- First, a revenue credit might be necessary if there is a double payment situation and other revenues are contributing to the capital costs of infrastructure to be funded by impact fees. This type of credit is integrated into the impact fee calculation, thus reducing the fee amount.
- Second, a site-specific credit or developer reimbursement might be necessary for dedication of land or construction of system improvements funded by impact fees. This type of credit is addressed in the administration and implementation of the impact fee program.

Figure 1 summarizes the methods and cost components used for each type of public facility in the County’s impact fee update.

It has been determined that Administrative, Sheriff, and Fire facilities serve at a countywide level. Large and unique facilities, such as the detention center, have a service catchment area of the entire County. Based on interviews with County staff, growing demand for public safety services and facilities (i.e., fire stations) in one area of the County has a ripple effect to surrounding areas, which necessitates a countywide approach.

Residential (i.e., population) and nonresidential (i.e., jobs and nonresidential vehicle trips) factors that are used to allocate demand and cost for facilities are detailed in each chapter.

Figure 1. Fee Methodologies and Cost Components

Fee Category	Service Area	Incremental Expansion	Plan-Based	Cost Recovery	Cost Allocation
Administrative Facilities	Countywide	<ul style="list-style-type: none"> Administrative Offices Court and Judicial Facilities Detention Center 	n/a	n/a	Population & Jobs
Sheriff	Countywide	<ul style="list-style-type: none"> Sheriff Facilities 911 Call Center Sheriff Vehicles 	n/a	n/a	Population & Nonres. Vehicle Trips
Fire	Countywide	<ul style="list-style-type: none"> Fire Stations Fire Vehicles 	n/a	n/a	Population & Nonres. Vehicle Trips

MAXIMUM SUPPORTABLE IMPACT FEE SCHEDULES

Figure 2 compares current and maximum supportable impact fee amounts for new development in Nassau County, FL. The maximum supportable fees for residential development are based on a cost per unit, while fees for nonresidential development are stated per 1,000 square feet of floor area. The fee schedule for nonresidential development is designed to provide a reasonable impact fee determination for general types of development. For unique development types, the County may allow or require an independent impact fee assessment.

Figure 2. Maximum Supportable Impact Fees

Development Type	Admin.	Sheriff	Fire	Maximum Supportable Fee	Current Fee	Increase/ (Decrease)	Percent Change
Residential (per unit)							
Single Family	\$962	\$299	\$411	\$1,672	\$1,138	\$534	32%
Multifamily	\$679	\$211	\$290	\$1,180	\$1,024	\$156	13%
Nonresidential (per 1,000 square feet)							
Retail	\$1,200	\$761	\$1,048	\$3,009	\$1,375	\$1,634	54%
Office	\$1,520	\$258	\$356	\$2,134	\$735	\$1,399	66%
Industrial	\$815	\$104	\$144	\$1,063	\$329	\$734	69%
Warehouse	\$176	\$46	\$64	\$286	\$145	\$141	49%
Institutional	\$1,448	\$284	\$391	\$2,123	\$489	\$1,634	77%
Hotel	\$1,643	\$414	\$571	\$2,628	\$1,375	\$1,253	48%

IMPACT FEE ANALYSIS CREDITS

To ensure the County avoids any double payment issues from the impact fee revenue, several other revenue sources are analyzed.

Future Debt Payments

First, Nassau County issued a public improvement revenue and refunding bond in 2007 which was used to fund Sheriff facility expansions. Also, the bond was used to refund a 2001 bond which funded several facility expansions for the County's Courthouse and County Complex. Listed in Figure 3 is the future principal payment schedule of the 2007 bond series. The payments attributed to the Administrative and Sheriff Impact Fee analysis is proportionate to the funding of the facility expansion projects.

Details on how the debt payments are incorporated into the impact fee analysis can be found in the Administrative and Sheriff Impact Fee Chapters.

Figure 3. 2007 Public Improvement Revenue and Refunding Bond Principal Payment Schedule

2007 Public Improvement Revenue and Refunding Bond					
	Year	Principal	Admin	Fire	Sheriff
Base Year	2019	\$1,230,000	\$1,183,137	\$0	\$46,863
1	2020	\$1,295,000	\$1,245,661	\$0	\$49,339
2	2021	\$1,360,000	\$1,308,184	\$0	\$51,816
3	2022	\$1,425,000	\$1,370,708	\$0	\$54,292
4	2023	\$1,500,000	\$1,442,850	\$0	\$57,150
5	2024	\$1,738,000	\$1,671,783	\$0	\$66,217
6	2025	\$1,738,000	\$1,671,783	\$0	\$66,217
7	2026	\$1,738,000	\$1,671,783	\$0	\$66,217
8	2027	\$1,738,000	\$1,671,783	\$0	\$66,217
9	2028	\$1,738,000	\$1,671,783	\$0	\$66,217
10	2029	\$2,108,333	\$2,028,006	\$0	\$80,327
11	2030	\$2,108,333	\$2,028,006	\$0	\$80,327
12	2031	\$2,108,333	\$2,028,006	\$0	\$80,327
Total		\$21,825,000	\$20,993,473	\$0	\$831,527

Source: Nassau County 2018 Comprehensive Annual Financial Report (CAFR); Public Improvement Revenue and Refunding Bond Series 2007 and 2001 Official Statement

Small County Sales Surtax

The County has earmarked 25 percent of its one percent small county sales surtax revenue for capital improvements (Chapter 30, Article 6 of the County's Code of Ordinances). To ensure new residents are not double paying for capital improvements a credit is necessary. In the past, the revenue has been used to construct a variety of projects. The projects included in the FY19/20-FY23/24 Capital Improvement Plan are listed in Figure 4 and total \$120.5 million. Shown in Figure 5, 4 percent of the current CIP is for Administrative facilities, 10 percent for Sheriff facilities, 13 percent for Fire facilities, and 74 percent for other facilities (the majority being transportation projects).

Figure 4. FY19/20-FY23/24 Capital Improvement Plan

Departments	Capital Improvement Plan FY19/20-FY23/24	Percent of Total
Animal Services	\$617,600	0.5%
Technical Services	\$266,640	0.2%
Engineering Services	\$78,144,669	64.8%
Road Department	\$2,586,663	2.1%
Solid Waste	\$2,840,800	2.4%
Cooperative Extension	\$390,280	0.3%
Facilities-Maintenance-OCB	\$913,200	0.8%
Facilities-Parks & Recreation	\$4,101,753	3.4%
Facilities-Judicial	\$747,475	0.6%
Facilities-SOA, DET, EOC, 911	\$2,523,415	2.1%
Sheriff's Office	\$11,511,381	9.5%
Fire Rescue	\$15,199,684	12.6%
Public Safety Communications Syst	\$520,000	0.4%
Supervisor of Elections	\$175,000	0.1%
Total	\$120,538,560	100.0%

Source: Nassau County Capital Improvement Plan, FY19/20-FY23/24

Figure 5. FY19/20-FY23/24 Capital Improvement Plan Categorized

Departments	Capital Improvement Plan	Percent of Total
Administrative Facilities	\$4,574,370	4%
Sheriff Facilities	\$12,031,381	10%
Fire Facilities	\$15,199,684	13%
Other Facilities	\$88,733,125	74%
Total	\$120,538,560	100%

Source: Nassau County Capital Improvement Plan, FY19/20-FY23/24

The current budget is used to approximate the future sales surtax funding of capital projects. In FY19/20, \$11.8 million is budgeted for sales surtax revenue. A quarter of the revenue (\$3 million) will be used on capital projects. Calculated in Figure 6, each facility type's percentage of the total CIP is applied to the sales surtax capital funding to find an annual funding amount. The annual funding amount is multiplied by 20 years to provide a reasonable estimate of future sales surtax revenue from fee payees.

The estimated sales surtax revenue is used to estimate an appropriate and proportionate credit for each infrastructure category. Those detailed credit calculations can be found in each chapter.

Figure 6. 20-Year Sales Surtax Capital Project Funding Estimate

Total FY19/20 Sales Surtax Revenue	CIP FY19/20 Sales Surtax Funding (25%)	Administrative Facilities 4%	Sheriff Facilities 10%	Fire Facilities 13%	Other Facilities 74%
\$11,812,323	\$2,953,081	\$111,922	\$294,717	\$372,383	\$2,173,763

20-Year Surtax Funding Estimate	Administrative Facilities	Sheriff Facilities	Fire Facilities	Other Facilities
	\$2,238,435	\$5,894,349	\$7,447,670	\$43,475,255

Source: Nassau County FY19/20 Budget; Nassau County Capital Improvement Plan, FY19/20-FY23/24

Grant Funding for Capital Outlay

Furthermore, the analysis only includes capital facilities that are eligible to be included in the County's Capital Improvement Plan. To be eligible, the facility must cost at least \$50,000 and have a useful life of at least five years. As a result, this analysis has excluded all small capital needs such as office equipment, small engine equipment, technologies, and other operational equipment. These small capital needs are also known as capital outlay. In some cases, Nassau County receives grants for capital outlay. By not including such items in the analysis, a credit is not necessary. Furthermore, by including only large capital facilities and vehicles (e.g., detention centers, fire apparatuses) into the impact fee analysis, Nassau County is restricted to only use impact fee revenues for construction and purchase of large capital facilities.

Municipal Service Taxing Districts

The Municipal Service Taxing District (MSTD) and Municipal Service Taxing Units (MSTU) in Nassau County collect real and personal property tax to fund certain government operations. For example, the MSTD covers all the unincorporated areas of Nassau County and provides funding for County planning, fire control, building and zoning, animal control, and sheriff's department. The revenue is used solely for operating costs. Since no revenue collected under the MSTD or MSTUs are eligible for capital project funding, a credit is not included in the impact fee calculations.

Land Needs for Capital Facilities

Lastly, the analysis has excluded land from the level of service calculations and replacement costs. From interviews with County staff, the County owns enough land to construct needed facilities or, in some cases in the future, land may be contributed to the County from a developer. Excluding land from the analysis ensures fee payees are not being overcharged and no credit needs to be included in the analysis.

ADMINISTRATIVE FACILITIES IMPACT FEE

The Administrative Facilities Impact Fee includes three infrastructure components:

1. Administrative Offices
2. Court Facilities
3. Detention Facilities

Only the facility structures are included in the Administrative Facilities Impact Fee analysis. It is assumed that the **County currently has enough land to build facilities or land will be contributed in the future to the County from developers.**

SERVICE AREA

The facilities included in this analysis are serving at a countywide basis, so all residents and jobs are included in the level of service calculations. However, there is not an intergovernmental agreement between Nassau County and the City of Fernandina Beach nor with the Town of Callahan or Hilliard that would allow the municipalities to collect the impact fees on the County's behalf. In this case, there is a funding gap, see the end of this chapter for further discussion.

DEMAND UNITS AND PROJECTED GROWTH

The residential impact fees are calculated per housing unit and based on persons per household. The nonresidential impact fees are calculated per 1,000 square feet and are based on employees per 1,000 square feet.

Currently, there is a peak population of 110,878 residents and 22,461 jobs in Nassau County. Illustrated in Figure 7, over the next ten years there is a projected increase of 11,829 housing units and 31,304 peak population in the County. Also, there is a projected increase of 2.7 million square feet of nonresidential development and 6,377 jobs. This is nearly a 30 percent increase from the base year. Further details about the growth projections can be found in the Appendix A: Demographic Data Chapter.

Figure 7. Countywide Projected Residential and Nonresidential Growth

5-Year Increment								
Nassau County Countywide	Base Year 2019	2020	2021	2022	2023	2024	2029	Total Increase
Residential [1]								
Housing Units	40,668	42,688	43,791	44,893	45,995	47,097	52,497	11,829
Peak Population	110,878	116,286	119,194	122,103	125,012	127,921	142,182	31,304
Nonresidential [2]								
Floor Area (1,000 sq. ft.)	11,953	12,517	12,756	12,995	13,235	13,474	14,669	2,717
Jobs	22,461	23,786	24,347	24,909	25,470	26,031	28,838	6,377

[1] Source: Nassau County, FL *Growth Trends Report* (2019), Nassau County; Florida Bureau of Economic and Business Research (BEBR); U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; Amelia Island Tourist Development Council, Visitor Profile 2018; Nassau County, Planning and Economic Opportunity Dept.

[2] Source: Nassau County, FL *Growth Trends Report* 2019, Florida Bureau of Economic and Business Research (BEBR); Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

PROPORTIONATE SHARE FACTORS

It is commonly accepted that both residential and nonresidential developments increase the demand on County administrative facilities for which impact fees are imposed. For illustrative purposes, the County's Building Department offices may need to expand after hiring additional staff in response to residential and nonresidential growth. Also, the Courthouse serves as the location for judicial hearings and trials for cases involving crimes committed on residential and nonresidential property. To calculate the proportional share between residential and nonresidential demand on service and facilities, a functional population approach is used. The functional population approach allocates the cost of the facilities to residential and nonresidential development based on the activity of residents and workers in the County through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in Nassau County are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the County are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the County working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent local functional population data, residential development accounts for 78 percent of the functional population, while nonresidential development accounts for 22 percent, see Figure 8. The figure is used only for the functional population calculation, population and job estimates are produced separately.

Figure 8. Proportionate Share Factors

Nassau County, FL (2015)				
Residential			Demand Hours/Day	Person Hours
Population*	78,444			
Residents Not Working	45,916		20	918,320
Employed Residents	32,528			
Employed in Nassau County	11,644		14	163,016
Employed outside Nassau County	20,884		14	292,376
Residential Subtotal				1,373,712
Residential Share =>				78%
Nonresidential				
Non-working Residents	45,916		4	183,664
Jobs Located in Nassau County	20,537			
Residents Employed in Nassau County	11,644		10	116,440
Non-Resident Workers (inflow commuters)	8,893		10	88,930
Nonresidential Subtotal				389,034
Nonresidential Share =>				22%
TOTAL				1,762,746

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Source: U.S. Census Bureau, American Community Survey, 2015

ADMINISTRATIVE OFFICES

Figure 9 provides an inventory of Nassau County's Administrative Offices. There is a total of 109,844 square feet of office space, which is attributed to residential and nonresidential development based on the proportionate share. The level of service is found by dividing the office space by the base year demand units (2019 population and jobs). As a result, the current infrastructure standard is 0.77 square feet per resident and 1.08 square feet per job. The three office buildings result in a total replacement cost of \$22.5 million, an average of \$205 per square foot. The replacement cost is the current insurance value and does not include the cost of land. To maintain current levels of service, there is a capital cost of \$158 per resident and \$221 per job.

Figure 9. Administrative Office Level of Service

Facility	Square Feet	Cost per Square Foot	Replacement Cost
General Govt Offices	58,510	\$217	\$12,707,800
Public Health Centers	31,214	\$168	\$5,243,200
R&B Office and Facilities	20,120	\$228	\$4,586,200
Total	109,844		\$22,537,200

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Facility Square Feet	85,678	24,166
2019 Population or Jobs	110,878	22,461
Square Feet per Person or Job	0.77	1.08

<i>Cost Analysis</i>	Residential	Nonresidential
Square Feet per Person or Job	0.77	1.08
Average Cost per Square Foot	\$205	\$205
Capital Cost per Person or Job	\$158	\$221

Source: Facility information was provided by the Facility Department. The replacement cost is the current insurance value and does not include the cost of land.

COURT FACILITIES

Based on the County's impact fee ordinance, Court services are within the Administrative fee category. Figure 10 provides an inventory of Nassau County's existing Court facilities. There is a total of 158,144 square feet of Court facilities, which is attributed to residential and nonresidential development based on the proportionate share. The level of service is found by dividing the floor area by the base year demand units (2019 population and jobs). As a result, the current infrastructure standard is 1.11 square feet per resident and 1.55 square feet by job. The two Court buildings result in a total replacement cost of \$35.9 million, an average of \$227 per square foot. The replacement cost is the current insurance value and does not include the cost of land. To maintain current levels of service, there is a capital cost of \$252 per resident and \$352 per job.

Figure 10. Court Facilities Level of Service

Facility	Square Feet	Cost per Square Foot	Replacement Cost
Courthouse	127,366	\$229	\$29,158,900
Justice Center Admin Offices	30,778	\$219	\$6,739,000
Total	158,144		\$35,897,900

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Facility Square Feet	123,352	34,792
2019 Population or Jobs	110,878	22,461
Square Feet per Person or Job	1.11	1.55

<i>Cost Analysis</i>	Residential	Nonresidential
Square Feet per Person or Job	1.11	1.55
Average Cost per Square Foot	\$227	\$227
Capital Cost per Person or Job	\$252	\$352

Source: Facility information was provided by the Facility Department. The replacement cost is the current insurance value and does not include the cost of land.

DETENTION FACILITIES

Based on the County's impact fee ordinance, Detention services are within the Administrative fee category. Figure 11 provides an inventory of Nassau County's existing Detention facilities. There is a total of 45,318 square feet, which is attributed to residential and nonresidential development based on the proportionate share. The level of service is found by dividing the floor area by the base year demand units (2019 population and jobs). The current infrastructure standard is 0.32 square feet per resident and 0.44 square feet by job. The Detention Center has a total replacement cost of \$9 million, an average of \$200 per square foot. The replacement cost is the current insurance value and does not include the cost of land. As a result, to maintain current levels of service, there is a capital cost of \$64 per resident and \$88 per job.

Figure 11. Detention Facilities Level of Service

Facility	Beds	Square Feet	Cost per Square Foot	Replacement Cost
Detention Center	315	45,318	\$200	\$9,063,600
Total	315	45,318		\$9,063,600

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Facility Square Feet	35,348	9,970
2019 Population or Jobs	110,878	22,461
Square Feet per Person or Jobs	0.32	0.44

<i>Cost Analysis</i>	Residential	Nonresidential
Square Feet per Person or Job	0.32	0.44
Average Cost per Square Foot	\$200	\$200
Capital Cost Per Person or Job	\$64	\$88

Source: Facility information was provided by the Facility Department. The replacement cost is the current insurance value and does not include the cost of land.

CREDIT FOR FUTURE DEBT PAYMENTS

To ensure fee-payers avoid potential double payment for annual debt service, TischlerBise included a credit in the development impact fee calculations. The current debt is for expansion of the Courthouse and County Complex which was originally funded by a Public Improvement Revenue Bond in 2001, which was refunded by a 2007 bond series.

Following the same methodology as the level of service analysis, annual debt service is applied to residential and nonresidential development and then divided by the annual demand unit to yield payments per person or per job. To account for the time value of money, annual payments are discounted using a net present value formula based on the applicable discount (interest) rate. This results in a credit of \$91 per person and \$127 per job.

Figure 12. Credit for Future Debt Payments for Administrative Facilities

				Residential				Nonresidential			
Fiscal Year	Principal	Residential 78%	Nonresidential 22%	Fiscal Year	Principal	Projected Population	Payment/ Capita	Fiscal Year	Principal	Projected Jobs	Payment/ Job
Base Year	\$1,183,137	\$922,847	\$260,290	Base Year	\$922,847	110,878	\$8.32	Base Year	\$260,290	22,461	\$11.59
2020	\$1,245,661	\$971,615	\$274,045	2020	\$971,615	116,286	\$8.36	2020	\$274,045	23,786	\$11.52
2021	\$1,308,184	\$1,020,384	\$287,801	2021	\$1,020,384	119,194	\$8.56	2021	\$287,801	24,347	\$11.82
2022	\$1,370,708	\$1,069,152	\$301,556	2022	\$1,069,152	122,103	\$8.76	2022	\$301,556	24,909	\$12.11
2023	\$1,442,850	\$1,125,423	\$317,427	2023	\$1,125,423	125,012	\$9.00	2023	\$317,427	25,470	\$12.46
2024	\$1,671,783	\$1,303,990	\$367,792	2024	\$1,303,990	127,921	\$10.19	2024	\$367,792	26,031	\$14.13
2025	\$1,671,783	\$1,303,990	\$367,792	2025	\$1,303,990	130,829	\$9.97	2025	\$367,792	26,593	\$13.83
2026	\$1,671,783	\$1,303,990	\$367,792	2026	\$1,303,990	133,667	\$9.76	2026	\$367,792	27,154	\$13.54
2027	\$1,671,783	\$1,303,990	\$367,792	2027	\$1,303,990	136,506	\$9.55	2027	\$367,792	27,715	\$13.27
2028	\$1,671,783	\$1,303,990	\$367,792	2028	\$1,303,990	139,344	\$9.36	2028	\$367,792	28,276	\$13.01
2029	\$2,028,006	\$1,581,845	\$446,161	2029	\$1,581,845	142,182	\$11.13	2029	\$446,161	28,838	\$15.47
2030	\$2,028,006	\$1,581,845	\$446,161	2030	\$1,581,845	145,020	\$10.91	2030	\$446,161	29,399	\$15.18
2031	\$2,028,006	\$1,581,845	\$446,161	2031	\$1,581,845	147,858	\$10.70	2031	\$446,161	29,960	\$14.89
Total	\$20,993,473	\$16,374,906	\$4,618,562	Total	\$16,374,906		\$124.57	Total	\$4,618,562		\$172.82
						Discount Rate	4.50%			Discount Rate	4.50%
						Credit per Capita	\$91			Credit per Job	\$127

Source: Nassau County 2018 Comprehensive Annual Financial Report (CAFR); Public Improvement Revenue and Refunding Bond Series 2007 and 2001 Official Statement

CREDIT FOR SALES SURTAX REVENUE

As illustrated at the beginning of this report, over the next 20 years, there is an estimated sales surtax funding of \$2.2 million for Administrative facilities. The corresponding credit to ensure new development does not double pay for capital facilities is calculated in Figure 13. The estimated revenue is attributed to residential and nonresidential growth based on the current functional population proportionate share. For example, \$1.7 million is attributed to residential development ($\$2,238,435 \times 78\% = \$1,745,979$). The total share of the revenue is then divided by the base year population and jobs to find the proportionate credit. In the residential example, the credit per person is \$16 ($\$1,745,979 / 110,878$ residents = \$16 per person, rounded).

Figure 13. Administrative Facilities 20-Year Sales Surtax Funding Estimate

	20-Year Sales Surtax Funding Estimate	Administrative Facilities
		\$2,238,435
	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Sales Surtax	\$1,745,979	\$492,456
2019 Population or Jobs	110,878	22,461
Credit per Person or Job	\$16	\$22

Source: Analysis of Nassau County Capital Improvement Plan, FY19/20-FY23/24 and dedicated capital funding from sales surtax

ADMINISTRATIVE FACILITIES IMPACT FEE

Figure 14 indicates cost factors for the updated Administrative Facilities Impact Fee. Maximum supportable fees by dwelling unit are equal to the average number of persons per household multiplied by the total capital cost per person. For example, a single family unit would pay a fee of \$962 (rounded) based on an average of 2.62 persons per dwelling multiplied by a total capital cost of \$367 per person.

Maximum supportable fees for nonresidential development are equal to the job rate per 1,000 square feet multiplied by the total capital cost per job. For example, a retail development of 1,000 square feet would pay \$1,200 (rounded) based on an average of 2.34 jobs per 1,000 square feet multiplied by an average cost of \$512 per job.

Figure 14. Maximum Supportable Administrative Facilities Impact Fee

Fee Component	Cost per Person	Cost per Job
Administrative Offices	\$158	\$221
Court and Judicial Facilities	\$252	\$352
Detention Center	\$64	\$88
Gross Total	\$474	\$661
Credit for Existing Debt	(\$91)	(\$127)
Credit for County Sales Tax	(\$16)	(\$22)
Net Total	\$367	\$512

Residential

Housing Type	Persons per Household [1]	Maximum Supportable Fee per Unit	Current Fee	Increase/ (Decrease)
Single Family	2.62	\$962	\$892	\$70
Multifamily	1.85	\$679	\$802	(\$123)

Nonresidential

Development Type	Jobs per 1,000 Sq Ft [2]	Maximum Supportable Fee per KSF	Current Fee	Increase/ (Decrease)
Retail	2.34	\$1,200	\$1,076	\$124
Office	2.97	\$1,520	\$576	\$944
Industrial	1.59	\$815	\$258	\$557
Warehouse	0.34	\$176	\$115	\$61
Institutional	2.83	\$1,448	\$383	\$1,065
Hotel	3.21	\$1,643	\$1,076	\$567

[1] Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

[2] Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

ADMINISTRATIVE FACILITIES NEEDS ANALYSIS & FUNDING STRATEGY

To estimate the 10-year growth needs for Administrative Offices in Nassau County, the current level of service is applied to the residential and nonresidential growth projected. Including municipalities, Nassau County is projected to increase by 31,304 residents and 6,377 jobs over the next ten years (see Appendix A). Listed in Figure 15, there will need to be a total of 140,625 square feet of office space to accommodate the growth, with future development accounting for 30,992 square feet. By applying the average cost (\$205 per square feet), the total expenditure for the growth is calculated (30,992 square feet x \$205 = \$6,352,360).

Figure 15. Projected Growth-Related Capital Costs for Administrative Offices

Infrastructure	Level of Service		Demand Unit	Cost / Sq. Ft.
Administrative Offices	Residential	0.77	per person	\$205
	Nonresidential	1.08	per job	

Growth-Related Need for Administrative Offices						
Year	Population	Jobs	Residential Square Feet	Nonresidential Square Feet	Total Square Feet	
Base	2019	110,878	22,461	85,376	24,257	109,633
Year 1	2020	116,286	23,786	89,540	25,689	115,229
Year 2	2021	119,194	24,347	91,780	26,295	118,075
Year 3	2022	122,103	24,909	94,019	26,901	120,920
Year 4	2023	125,012	25,470	96,259	27,507	123,766
Year 5	2024	127,921	26,031	98,499	28,114	126,613
Year 6	2025	130,829	26,593	100,739	28,720	129,459
Year 7	2026	133,667	27,154	102,924	29,326	132,250
Year 8	2027	136,506	27,715	105,109	29,932	135,041
Year 9	2028	139,344	28,276	107,295	30,539	137,834
Year 10	2029	142,182	28,838	109,480	31,145	140,625
Ten-Year Increase		31,304	6,377	24,104	6,888	30,992
Projected Expenditure				\$4,941,320	\$1,412,040	\$6,353,360

Growth-Related Expenditures for Administrative Offices	\$6,353,360
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Source: TischlerBise analysis (see Appendix A for details about growth projections)

To estimate the 10-year growth needs for Court and Judicial Facilities in Nassau County, the current level of service is applied to the residential and nonresidential growth projected. Including municipalities, Nassau County is projected to increase by 31,304 residents and 6,377 jobs over the next ten years (see Appendix A). Listed in Figure 16, there will need to be a total of 202,520 square feet to accommodate the growth, with future development accounting for 44,631 square feet. By applying the average cost (\$227 per square feet), the total expenditure for the growth is calculated (44,631 square feet x \$227 = \$10,131,237).

Figure 16. Projected Growth-Related Capital Costs for Court and Judicial Facilities

Infrastructure	Level of Service		Demand Unit	Cost / Sq. Ft.
Court and Judicial Facilities	Residential	1.11	per person	\$227
	Nonresidential	1.55	per job	

Growth-Related Need for Court and Judicial Facilities						
Year		Population	Jobs	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2019	110,878	22,461	123,075	34,814	157,889
Year 1	2020	116,286	23,786	129,077	36,868	165,945
Year 2	2021	119,194	24,347	132,306	37,738	170,044
Year 3	2022	122,103	24,909	135,534	38,608	174,142
Year 4	2023	125,012	25,470	138,763	39,478	178,241
Year 5	2024	127,921	26,031	141,992	40,348	182,340
Year 6	2025	130,829	26,593	145,220	41,218	186,438
Year 7	2026	133,667	27,154	148,371	42,088	190,459
Year 8	2027	136,506	27,715	151,521	42,958	194,479
Year 9	2028	139,344	28,276	154,671	43,828	198,499
Year 10	2029	142,182	28,838	157,822	44,698	202,520
Ten-Year Increase		31,304	6,377	34,747	9,884	44,631
Projected Expenditure				\$7,887,569	\$2,243,668	\$10,131,237

Growth-Related Expenditures for Court and Judicial Facilities	\$10,131,237
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Source: TischlerBise analysis (see Appendix A for details about growth projections)

To estimate the 10-year growth needs for Detention Center in Nassau County, the current level of service is applied to the residential and nonresidential growth projected. Including municipalities, Nassau County is projected to increase by 31,304 residents and 6,377 jobs over the next ten years (see Appendix A). Listed in Figure 17, there will need to be a total of 58,187 square feet to accommodate the growth, with future development accounting for 12,823 square feet. By applying the average cost (\$200 per square feet), the total expenditure for the growth is calculated (12,823 square feet x \$200 = \$2,564,600).

Figure 17. Projected Growth-Related Capital Costs for Detention Center

Infrastructure	Level of Service		Demand Unit	Cost / Sq. Ft.
Detention Center	Residential	0.32	per person	\$200
	Nonresidential	0.44	per job	

Growth-Related Need for Detention Center						
Year	Population	Jobs	Residential Square Feet	Nonresidential Square Feet	Total Square Feet	
Base	2019	110,878	22,461	35,481	9,883	45,364
Year 1	2020	116,286	23,786	37,211	10,466	47,677
Year 2	2021	119,194	24,347	38,142	10,713	48,855
Year 3	2022	122,103	24,909	39,073	10,960	50,033
Year 4	2023	125,012	25,470	40,004	11,207	51,211
Year 5	2024	127,921	26,031	40,935	11,454	52,389
Year 6	2025	130,829	26,593	41,865	11,701	53,566
Year 7	2026	133,667	27,154	42,774	11,948	54,722
Year 8	2027	136,506	27,715	43,682	12,195	55,877
Year 9	2028	139,344	28,276	44,590	12,442	57,032
Year 10	2029	142,182	28,838	45,498	12,689	58,187
Ten-Year Increase		31,304	6,377	10,017	2,806	12,823
Projected Expenditure				\$2,003,400	\$561,200	\$2,564,600

Growth-Related Expenditures for Detention Center	\$2,564,600
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Source: TischlerBise analysis (see Appendix A for details about growth projections)

Shown in Figure 18, the projected growth over the next ten years is estimated to cost \$19 million in Administrative Facilities. The maximum supportable impact fees are estimated to generated \$13.4 million over the next ten years from the projected residential and nonresidential development. This revenue covers 70 percent of the cost for needed Administrative capital facilities. The Administrative Facilities Impact Fee revenue is projected to fall short of the total cost because of the credit included to ensure no double payment occurs.

Additionally, growth-related costs exceed revenues because these facilities are serving the whole County; however, the County does not collect an impact fee from development in the City of Fernandina Beach or Towns, creating a revenue gap. Also, there are visitors to the County which are being served but not being charged a fee.

Lastly, because of the incremental expansion methodology, to the extent the rate of development either accelerates or slows down, there will be a corresponding change in fee revenue and the timing of capital improvements.

Figure 18. Revenue from Administrative Facilities Impact Fee

Infrastructure Costs for Admin Facilities

	Total Cost	Growth Cost
Administrative Offices	\$6,353,360	\$6,353,360
Court and Judicial Facilities	\$10,131,237	\$10,131,237
Detention Center	\$2,564,600	\$2,564,600
Total Expenditures	\$19,049,197	\$19,049,197

Projected Development Impact Fee Revenue

		Single Family \$962 per unit	Multifamily \$679 per unit	Retail \$1,200 per KSF	Office \$1,520 per KSF	Industrial \$815 per KSF	Institutional \$1,448 per KSF	Hotel \$1,643 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF	KSF
Base	2019	28,467	3,884	2,215	340	2,018	2,321	848
Year 1	2020	30,166	4,152	2,393	432	2,181	2,396	883
Year 2	2021	31,074	4,293	2,464	467	2,247	2,425	898
Year 3	2022	31,981	4,434	2,534	503	2,313	2,455	912
Year 4	2023	32,888	4,575	2,605	538	2,379	2,484	927
Year 5	2024	33,794	4,716	2,676	573	2,445	2,513	941
Year 6	2025	34,701	4,857	2,747	609	2,510	2,543	956
Year 7	2026	35,582	4,994	2,818	644	2,576	2,572	970
Year 8	2027	36,464	5,131	2,888	679	2,642	2,602	985
Year 9	2028	37,345	5,268	2,959	714	2,707	2,631	999
Year 10	2029	38,226	5,404	3,029	749	2,773	2,660	1,014
Ten-Year Increase		9,759	1,520	814	409	755	339	165
Projected Revenue		\$9,387,936	\$1,032,199	\$976,883	\$621,849	\$615,575	\$490,823	\$271,695
Projected Revenue =>								\$13,396,960
Total Expenditures =>								\$19,049,197
Non-Impact Fee Funding=>								\$5,652,237

SHERIFF IMPACT FEE

The Sheriff Impact Fee includes three infrastructure components:

1. Sheriff Facilities
2. 911 Call Center
3. Sheriff Vehicles

Only the facility structures are included in the Sheriff Impact Fee analysis. It is assumed that the **County currently has enough land to build facilities or land will be contributed in the future to the County from developers.**

SERVICE AREA

The City of Fernandina Beach provides law enforcements services to its residents, so Nassau County is not the primary public safety provider. However, neither the Town of Callahan or Hilliard have police departments and the County's Sheriff's Office is providing law enforcement services. As a result, the level of service is countywide, but excludes Fernandina Beach.

DEMAND FACTORS AND PROJECTED GROWTH

The residential Sheriff Impact Fees are calculated per housing unit, based on persons per household. For the nonresidential Sheriff Impact Fees, TischlerBise recommends using the widely accepted approach of using vehicle trips as the demand indicator for public safety facilities and vehicles. Trip generation rates are used for nonresidential development because they are generally representative of the presence of people on nonresidential property, which correlates with demand for law enforcement services. Unlike other potential nonresidential demand indicators such as building size or employees per 1,000 square feet, trip generation rates account for the presence of customers, patrons, and other invitees on nonresidential property. Additionally, the trips generated by nonresidential development can reasonably be expected to create demand for law enforcement services due to vehicular accidents and other vehicular incidents that stem from or are attributable to such trips. Trip generation rates are highest for retail developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for public safety from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per 1,000 square feet were used as the demand indicator, Sheriff impact fees would be too high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses.

Currently, there is a peak population of 92,918 residents and 56,475 jobs in Nassau County excluding Fernandina Beach. Illustrated in Figure 19, over the next ten years there is a projected increase of 11,279 housing units and 30,211 peak population in Nassau County excluding Fernandina Beach. This is a 35 percent increase from the base year. Also, there is a projected increase of 18,264 nonresidential

vehicle trips, a 32 percent increase. Further details about the growth projections can be found in the Appendix A: Demographic Data Chapter.

Figure 19. Countywide Projected Residential and Nonresidential Growth (excluding Fernandina Beach)

		5-Year Increment						
Nassau County Excluding Fernandina Beach	Base Year 2019	2020	2021	2022	2023	2024	2029	Total Increase
Residential [1]								
Housing Units	32,352	34,319	35,367	36,415	37,463	38,511	43,630	11,279
Peak Population	92,918	98,217	101,017	103,817	106,617	109,416	123,129	30,211
Nonresidential [2]								
Vehicle Trips	56,475	60,459	62,050	63,640	65,229	66,816	74,740	18,264

[1] Source: Nassau County, FL Growth Trends Report (2019), Nassau County; Florida Bureau of Economic and Business Research (BEBR); U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; Amelia Island Tourist Development Council, Visitor Profile 2018; Nassau County, Planning and Economic Opportunity Dept.

[2] Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017); National Household Travel Survey, 2009

PROPORTIONATE SHARE FACTORS

Both residential and nonresidential developments increase the demand on Sheriff services and facilities. Since Sheriff geocoded calls for service data are not available, to calculate the proportional share between residential and nonresidential demand on service and facilities, a functional population approach is used. The functional population approach allocates the cost of the facilities to residential and nonresidential development based on the activity of residents and workers in the County through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in Nassau County are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the County are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the County working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent functional population data of Nassau County, residential development accounts for 78 percent of the functional population, while nonresidential development accounts for 22 percent, see Figure 20. The figure is used only for the functional population calculation, population and job estimates are produced separately.

Figure 20. Proportionate Share Factors

Nassau County, FL (2015)			
<i>Residential</i>		<i>Demand Hours/Day</i>	<i>Person Hours</i>
Population*	78,444		
Residents Not Working	45,916	20	918,320
Employed Residents	32,528		
Employed in Nassau County	11,644	14	163,016
Employed outside Nassau County	20,884	14	292,376
	Residential Subtotal		1,373,712
	Residential Share =>		78%
<i>Nonresidential</i>			
Non-working Residents	45,916	4	183,664
Jobs Located in Nassau County	20,537		
Residents Employed in Nassau County	11,644	10	116,440
Non-Resident Workers (inflow commuters)	8,893	10	88,930
	Nonresidential Subtotal		389,034
	Nonresidential Share =>		22%
	TOTAL		1,762,746

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Source: U.S. Census Bureau, American Community Survey, 2015

SHERIFF FACILITIES

Figure 21 provides an inventory of Nassau County's Sheriff facilities. There is a total of 44,580 square feet of Sheriff space, which is attributed to residential and nonresidential development based on the proportionate share. The level of service is found by dividing the floor area by the base year demand units (2019 population and nonresidential vehicle trips). As a result, the current infrastructure standard is 0.37 square feet per resident and 0.17 square feet per nonresidential vehicle trip. The two Sheriff facilities have a total replacement cost of \$9.9 million, an average of \$223 per square foot. The replacement cost is the current insurance value and does not include the cost of land. As a result, to maintain current levels of service, there is a capital cost of \$83 per resident and \$38 per nonresidential vehicle trips.

Figure 21. Sheriff Facilities Level of Service

Facility	Square Feet	Cost per Square Foot	Replacement Cost
Sheriff Admin Office	37,400	\$256	\$9,580,000
Emergency Op Center	7,180	\$49	\$352,900
TOTAL	44,580		\$9,932,900

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Facility Square Feet	34,772	9,808
2019 Population or Nonres. Trips	92,919	56,475
Square Feet per Person or Nonres. Trip	0.37	0.17

<i>Cost Analysis</i>	Residential	Nonresidential
Square Feet per Person or Nonres. Trips	0.37	0.17
Average Cost per Square Foot	\$223	\$223
Capital Cost Per Person or Nonres. Trip	\$83	\$38

Source: Facility information was provided by the Facility Department. The replacement cost is the current insurance value and does not include the cost of land.

911 CALL CENTER FACILITIES

Figure 22 provides an inventory of Nassau County's 911 Call Center. There is a total of 5,030 square feet of floor area, which is attributed to residential and nonresidential development based on the proportionate share. The level of service is found by dividing the office space by the base year demand units (2019 population and nonresidential vehicle trips). As a result, the current infrastructure standard is 0.04 square feet per resident and 0.02 square feet per nonresidential vehicle trip. The center has a total replacement cost of \$2.8 million, an average of \$550 per square foot. The replacement cost is the current insurance value and does not include the cost of land. As a result, to maintain current levels of service, there is a capital cost of \$22 per resident and \$11 per nonresidential vehicle trips.

Figure 22. 911 Call Center Facilities Level of Service

Facility	Square Feet	Cost per Square Foot	Replacement Cost
911 Call Center	5,030	\$550	\$2,766,500
TOTAL	5,030		\$2,766,500

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Facility Square Feet	3,923	1,107
2019 Population or Nonres. Trips	92,918	56,475
Square Feet per Person or Nonres. Trip	0.04	0.02

<i>Cost Analysis</i>	Residential	Nonresidential
Square Feet per Person or Nonres. Trips	0.04	0.02
Average Cost per Square Foot	\$550	\$550
Capital Cost Per Person or Nonres. Trip	\$22	\$11

Source: Facility information was provided by the Facility Department. The replacement cost is the current insurance value and does not include the cost of land.

SHERIFF VEHICLES

Figure 23 provides an inventory of Nassau County's existing vehicles used by the Sheriff's Office. In total, there are 175 vehicles. The current service standard is 1.47 vehicles per 1,000 residents and 0.68 vehicles per 1,000 nonresidential vehicle trips. The fleet of vehicles averages \$42,449 per unit. As a result, to maintain current levels of service, there is a capital cost of \$62 per resident and \$29 per nonresidential vehicle trips.

Figure 23. Sheriff Vehicles Level of Service

Vehicle Type	Units	Cost per Vehicle	Replacement Cost
Patrol Sedan	59	\$27,560	\$1,626,064
Patrol SUV	96	\$54,487	\$5,230,752
Truck	9	\$20,000	\$180,000
Van	8	\$44,100	\$352,800
Motorcycle	3	\$13,000	\$39,000
TOTAL	175		\$7,428,616

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Vehicles	136.50	38.50
2019 Population or Nonres. Trips	92,918	56,475
Units per 1,000 Persons or Nonres. Trips	1.47	0.68

<i>Cost Analysis</i>	Residential	Nonresidential
Units per 1,000 Persons or Nonres. Trips	1.47	0.68
Average Cost per Vehicle	\$42,449	\$42,449
Capital Cost Per Person or Nonres. Trip	\$62	\$29

Source: Vehicle inventory and unit costs were provided by the County's Sheriff's Office, 2019.

CREDIT FOR FUTURE DEBT PAYMENTS

To ensure fee-payers avoid potential double payment for annual debt service, TischlerBise included a credit in the development impact fee calculations. The current debt is for Sheriff facility expansions funded by Public Improvement Revenue Bond 2007 series.

Following the same methodology as the level of service analysis, annual debt service is applied to residential and nonresidential development and then divided by annual demand unit to yield payments per person or per nonresidential vehicle trip. To account for the time value of money, annual payments are discounted using a net present value formula based on the applicable discount (interest) rate. This results in a credit of \$4 per person and \$2 per nonresidential vehicle trip.

Figure 24. Future Debt Payments for Sheriff Facilities

				Residential				Nonresidential			
Fiscal Year	Payment	Residential 78%	Nonresidential 22%	Fiscal Year	Payment	Projected Population	Payment/ Capita	Fiscal Year	Payment	Projected Nonres. Vehicle Trips	Payment/ Trip
Base Year	\$46,863	\$36,553	\$10,310	Base Year	\$36,553	92,918	\$0.39	Base Year	\$10,310	56,475	\$0.18
2020	\$49,339	\$38,485	\$10,855	2020	\$38,485	98,217	\$0.39	2020	\$10,855	60,459	\$0.18
2021	\$51,816	\$40,416	\$11,399	2021	\$40,416	101,017	\$0.40	2021	\$11,399	62,050	\$0.18
2022	\$54,292	\$42,348	\$11,944	2022	\$42,348	103,817	\$0.41	2022	\$11,944	63,640	\$0.19
2023	\$57,150	\$44,577	\$12,573	2023	\$44,577	106,617	\$0.42	2023	\$12,573	65,229	\$0.19
2024	\$66,217	\$51,650	\$14,568	2024	\$51,650	109,416	\$0.47	2024	\$14,568	66,816	\$0.22
2025	\$66,217	\$51,650	\$14,568	2025	\$51,650	112,216	\$0.46	2025	\$14,568	68,403	\$0.21
2026	\$66,217	\$51,650	\$14,568	2026	\$51,650	114,944	\$0.45	2026	\$14,568	69,989	\$0.21
2027	\$66,217	\$51,650	\$14,568	2027	\$51,650	117,673	\$0.44	2027	\$14,568	71,574	\$0.20
2028	\$66,217	\$51,650	\$14,568	2028	\$51,650	120,401	\$0.43	2028	\$14,568	73,157	\$0.20
2029	\$80,327	\$62,655	\$17,672	2029	\$62,655	123,129	\$0.51	2029	\$17,672	74,740	\$0.24
2030	\$80,327	\$62,655	\$17,672	2030	\$62,655	125,857	\$0.50	2030	\$17,672	76,322	\$0.23
2031	\$80,327	\$62,655	\$17,672	2031	\$62,655	128,585	\$0.49	2031	\$17,672	77,904	\$0.23
Total	\$831,527	\$648,594	\$182,937	Total	\$648,594		\$5.76	Total	\$182,937		\$2.66
						Discount Rate	4.50%			Discount Rate	4.50%
						Credit per Person	\$4			Credit per Nonres. Vehicle Trip	\$2

Source: Nassau County 2018 Comprehensive Annual Financial Report (CAFR); Public Improvement Revenue and Refunding Bond Series 2007 and 2001 Official Statement

CREDIT FOR SALES SURTAX REVENUE

As illustrated at the beginning of this report, over the next 20 years, there is an estimated sales surtax funding of \$5.9 million for Sheriff facilities. The corresponding credit to ensure new development does not double pay for capital facilities is calculated in Figure 25. The estimated revenue is attributed to residential and nonresidential growth based on the current functional population proportionate share. For example, \$4.6 million is attributed to residential development ($\$5,894,349 \times 78\% = \$4,597,592$). The total share of the revenue is then divided by the base year population and nonresidential vehicle trips to find the proportionate credit. In the residential example, the credit per person is \$49 ($\$4,597,592 / 92,918 \text{ residents} = \$49 \text{ per person, rounded}$).

Figure 25. Sheriff Facilities 20-Year Sales Surtax Funding Estimate

	20-Year Sales Surtax Funding Estimate	Sheriff Facilities
		\$5,894,349

	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Sales Surtax	\$4,597,592	\$1,296,757
2019 Population or Nonres. Trips	92,918	56,475
Credit per Person or Nonres. Trip	\$49	\$23

Source: Analysis of Nassau County Capital Improvement Plan, FY19/20-FY23/24 and dedicated capital funding from sales surtax

SHERIFF IMPACT FEE

Figure 26 indicates cost factors for the updated Sheriff Impact Fee. Maximum supportable fees by dwelling unit are equal to the average number of persons per household multiplied by the total capital cost per person. For example, a single family unit would pay a fee of \$299 (rounded) based on an average of 2.62 persons per dwelling multiplied by a total capital cost of \$114 per person.

Maximum supportable fees for nonresidential development are equal to the vehicle trip rate per 1,000 square feet multiplied by the total capital cost per vehicle trip. For example, a retail development of 1,000 square feet would pay \$761 (rounded) based on an average of 14.35 vehicle trips per 1,000 square feet multiplied by an average cost of \$53 per trip.

Figure 26. Maximum Supportable Sheriff Impact Fee

Fee Component	Cost per Person	Cost per Nonres. Vehicle Trip
Sheriff Facilities	\$83	\$38
911 Communications	\$22	\$11
Sheriff Vehicles	\$62	\$29
Gross Total	\$167	\$78
Credit for Existing Debt	(\$4)	(\$2)
Credit for County Sales Tax	(\$49)	(\$23)
Net Total	\$114	\$53

Residential

Housing Type	Persons per Household [1]	Maximum Supportable Fee per Unit	Current Fee	Increase/ (Decrease)
Single Family	2.62	\$299	\$77	\$222
Multifamily	1.85	\$211	\$70	\$141

Nonresidential

Development Type	Trips per 1,000 Sq Ft [2]	Maximum Supportable Fee per KSF	Current Fee	Increase/ (Decrease)
Retail	14.35	\$761	\$95	\$666
Office	4.87	\$258	\$50	\$208
Industrial	1.97	\$104	\$22	\$82
Warehouse	0.87	\$46	\$9	\$37
Institutional	5.36	\$284	\$34	\$250
Hotel	7.82	\$414	\$95	\$319

[1] Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

[2] Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

SHERIFF NEEDS ANALYSIS & FUNDING STRATEGY

To estimate the 10-year growth needs for Sheriff Facilities in Nassau County, the current level of service is applied to the residential and nonresidential growth projected. Nassau County, excluding the City of Fernandina Beach, is projected to increase by 30,211 residents and 18,264 jobs over the next ten years (see Appendix A). Listed in Figure 27, there will need to be a total of 58,264 square feet to accommodate the growth, with future development accounting for 14,283 square feet. By applying the average cost (\$223 per square feet), the total expenditure for the growth is calculated (14,283 square feet x \$223 = \$3,185,109).

Figure 27. Projected Growth-Related Capital Costs for Sheriff Facilities

Infrastructure		Level of Service		Demand Unit	Cost / Sq. Ft.
Sheriff Facilities	Residential	0.37	Square Feet	per person	\$223
	Nonresidential	0.17		per vehicle trip	

Growth-Related Need for Sheriff Facilities						
Year		Population	Nonres. Trips	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2019	92,918	56,475	34,380	9,601	43,981
Year 1	2020	98,217	60,459	36,340	10,278	46,618
Year 2	2021	101,017	62,050	37,376	10,548	47,924
Year 3	2022	103,817	63,640	38,412	10,819	49,231
Year 4	2023	106,617	65,229	39,448	11,089	50,537
Year 5	2024	109,416	66,816	40,484	11,359	51,843
Year 6	2025	112,216	68,403	41,520	11,629	53,149
Year 7	2026	114,944	69,989	42,529	11,898	54,427
Year 8	2027	117,673	71,574	43,539	12,168	55,707
Year 9	2028	120,401	73,157	44,548	12,437	56,985
Year 10	2029	123,129	74,740	45,558	12,706	58,264
Ten-Year Increase		30,211	18,264	11,178	3,105	14,283
Projected Expenditure				\$2,492,694	\$692,415	\$3,185,109

Growth-Related Expenditures for Sheriff Facilities	\$3,185,109
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Source: TischlerBise analysis (see Appendix A for details about growth projections)

To estimate the 10-year growth needs for 911 Call Center in Nassau County, the current level of service is applied to the residential and nonresidential growth projected. Nassau County, excluding the City of Fernandina Beach, is projected to increase by 30,211 residents and 18,264 jobs over the next ten years (see Appendix A). Listed in Figure 28, there will need to be a total of 6,420 square feet to accommodate the growth, with future development accounting for 1,573 square feet. By applying the average cost (\$550 per square feet), the total expenditure for the growth is calculated (1,573 square feet x \$550 = \$865,150).

Figure 28. Projected Growth-Related Capital Costs for 911 Call Center

Infrastructure	Level of Service		Demand Unit	Cost / Sq. Ft.
911 Call Center	Residential	0.04	per persons	\$550
	Nonresidential	0.02	per vehicle trip	

Growth-Related Need for 911 Call Center						
Year		Population	Nonres. Trips	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2019	92,918	56,475	3,717	1,130	4,847
Year 1	2020	98,217	60,459	3,929	1,209	5,138
Year 2	2021	101,017	62,050	4,041	1,241	5,282
Year 3	2022	103,817	63,640	4,153	1,273	5,426
Year 4	2023	106,617	65,229	4,265	1,305	5,570
Year 5	2024	109,416	66,816	4,377	1,336	5,713
Year 6	2025	112,216	68,403	4,489	1,368	5,857
Year 7	2026	114,944	69,989	4,598	1,400	5,998
Year 8	2027	117,673	71,574	4,707	1,431	6,138
Year 9	2028	120,401	73,157	4,816	1,463	6,279
Year 10	2029	123,129	74,740	4,925	1,495	6,420
Ten-Year Increase		30,211	18,264	1,208	365	1,573
Projected Expenditure				\$664,400	\$200,750	\$865,150

Growth-Related Expenditures for 911 Call Center | \$865,150

Source: TischlerBise analysis (see Appendix A for details about growth projections)

To estimate the 10-year growth needs for Sheriff Vehicles in Nassau County, the current level of service is applied to the residential and nonresidential growth projected. Nassau County, excluding the City of Fernandina Beach, is projected to increase by 30,211 residents and 18,264 jobs over the next ten years (see Appendix A). Listed in Figure 29, there will need to be a total of 231.82 vehicles to accommodate the growth, with future development accounting for 56.83 vehicles. By applying the average cost (\$42,449 per vehicle), the total expenditure for the growth is calculated (56.83 vehicles x \$42,449 = \$2,412,390).

Figure 29. Projected Growth-Related Capital Costs for Sheriff Vehicles

Infrastructure	Level of Service		Demand Unit	Cost / Unit
Sheriff Vehicles	Residential	1.47	per 1,000 persons	\$42,449
	Nonresidential	0.68	per 1,000 vehicle trips	

Growth-Related Need for Sheriff Vehicles						
Year		Population	Nonres. Trips	Residential Vehicles	Nonresidential Vehicles	Total Vehicles
Base	2019	92,918	56,475	136.59	38.40	174.99
Year 1	2020	98,217	60,459	144.38	41.11	185.49
Year 2	2021	101,017	62,050	148.50	42.19	190.69
Year 3	2022	103,817	63,640	152.61	43.27	195.88
Year 4	2023	106,617	65,229	156.73	44.36	201.09
Year 5	2024	109,416	66,816	160.84	45.44	206.28
Year 6	2025	112,216	68,403	164.96	46.51	211.47
Year 7	2026	114,944	69,989	168.97	47.59	216.56
Year 8	2027	117,673	71,574	172.98	48.67	221.65
Year 9	2028	120,401	73,157	176.99	49.75	226.74
Year 10	2029	123,129	74,740	181.00	50.82	231.82
Ten-Year Increase		30,211	18,264	44.41	12.42	56.83
		Projected Expenditure		\$1,885,170	\$527,219	\$2,412,390

Growth-Related Expenditures for Sheriff Vehicles	\$2,412,390
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Source: TischlerBise analysis (see Appendix A for details about growth projections)

As shown in Figure 30, the projected growth over the next ten years is estimated to cost \$6.5 million in Sheriff Facilities. The maximum supportable impact fees are estimated to generate \$4.2 million in revenue. The revenue is projected to fall short of growth-related costs by 35 percent, \$2.3 million. This is the result of the credits included to avoid any double payment issues. Additionally, the deficit is a result of visitors to the County which are being served by the Sheriff's Office but not being charged a fee.

Because of the incremental expansion methodology, to the extent the rate of development either accelerates or slows down, there will be a corresponding change in fee revenue and the timing of capital improvements.

Figure 30. Projected Revenue from Sheriff Impact Fee

Infrastructure Costs for Sheriff Facilities

	Total Cost	Growth Cost
Sheriff Facilities	\$3,185,109	\$3,185,109
911 Communications	\$865,150	\$865,150
Sheriff Vehicles	\$2,412,390	\$2,412,390
Total Expenditures	\$6,462,649	\$6,462,649

Projected Development Impact Fee Revenue

		Single Family \$299 per unit	Multifamily \$211 per unit	Retail \$761 per KSF	Office \$258 per KSF	Industrial \$104 per KSF	Institutional \$284 per KSF	Hotel \$414 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF	KSF
Base	2019	28,467	3,884	2,215	340	2,018	2,321	848
Year 1	2020	30,166	4,152	2,393	432	2,181	2,396	883
Year 2	2021	31,074	4,293	2,464	467	2,247	2,425	898
Year 3	2022	31,981	4,434	2,534	503	2,313	2,455	912
Year 4	2023	32,888	4,575	2,605	538	2,379	2,484	927
Year 5	2024	33,794	4,716	2,676	573	2,445	2,513	941
Year 6	2025	34,701	4,857	2,747	609	2,510	2,543	956
Year 7	2026	35,582	4,994	2,818	644	2,576	2,572	970
Year 8	2027	36,464	5,131	2,888	679	2,642	2,602	985
Year 9	2028	37,345	5,268	2,959	714	2,707	2,631	999
Year 10	2029	38,226	5,404	3,029	749	2,773	2,660	1,014
Ten-Year Increase		9,759	1,520	814	409	755	339	165
Projected Revenue		\$2,917,872	\$320,757	\$619,507	\$105,551	\$78,552	\$96,266	\$68,461
Projected Revenue =>								<u>\$4,206,966</u>
Total Expenditures =>								<u>\$6,462,649</u>
Non-Impact Fee Funding=>								<u>\$2,255,683</u>

FIRE IMPACT FEE

The Fire Impact Fee includes two infrastructure components:

1. Fire Station
2. Fire Apparatus Vehicles

Land for stations is not included in this analysis. It is assumed that the **County currently has enough land to build facilities or land will be contributed in the future to the County from developers.**

SERVICE AREA

The City of Fernandina Beach provides fire services to its residents, so Nassau County is not the primary public safety provider. However, neither the Town of Callahan or Hilliard have fire departments and the County's Fire Department is providing fire services. As a result, the level of service is countywide, but excludes Fernandina Beach.

DEMAND FACTORS AND PROJECTED GROWTH

The residential Fire Impact Fees are calculated per housing unit, based on persons per household. For the nonresidential Fire Impact Fees, TischlerBise recommends using the widely accepted approach of using vehicle trips as the demand indicator for public safety facilities and vehicles. Trip generation rates are used for nonresidential development because they are generally representative of the presence of people on nonresidential property, which correlates with demand for fire services. Unlike other potential nonresidential demand indicators such as building size or employees per 1,000 square feet, trip generation rates account for the presence of customers, patrons, and other invitees on nonresidential property. Additionally, the trips generated by nonresidential development can reasonably be expected to create demand for fire services due to vehicular accidents and other vehicular incidents that stem from or are attributable to such trips. Trip generation rates are highest for retail developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for public safety from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per 1,000 square feet were used as the demand indicator, Fire impact fees would be too high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses.

Currently, there is a peak population of 92,918 residents and 56,475 jobs in Nassau County excluding Fernandina Beach. Illustrated in Figure 31, over the next ten years there is a projected increase of 11,279 housing units and 30,211 peak population in Nassau County excluding Fernandina Beach. This is a 35 percent increase from the base year. Also, there is a projected increase of 18,264 nonresidential vehicle trips, a 32 percent increase. Further details about the growth projections can be found in the Appendix A: Demographic Data Chapter.

Figure 31. Countywide Projected Residential and Nonresidential Growth (excluding Fernandina Beach)

Nassau County Excluding Fernandina Beach	Base Year 2019	5-Year Increment						Total Increase
		2020	2021	2022	2023	2024	2029	
Residential [1]								
Housing Units	32,352	34,319	35,367	36,415	37,463	38,511	43,630	11,279
Peak Population	92,918	98,217	101,017	103,817	106,617	109,416	123,129	30,211
Nonresidential [2]								
Vehicle Trips	56,475	60,459	62,050	63,640	65,229	66,816	74,740	18,264

[1] Source: Nassau County, FL Growth Trends Report (2019), Nassau County; Florida Bureau of Economic and Business Research (BEBR); U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; Amelia Island Tourist Development Council, Visitor Profile 2018; Nassau County, Planning and Economic Opportunity Dept.

[2] Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017); National Household Travel Survey, 2009

PROPORTIONATE SHARE FACTORS

Both residential and nonresidential developments increase the demand on Fire services and facilities. Since Fire geocoded calls for service data are not available, to calculate the proportional share between residential and nonresidential demand on service and facilities, a functional population approach is used. The functional population approach allocates the cost of the facilities to residential and nonresidential development based on the activity of residents and workers in the County through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in Nassau County are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the County are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the County working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent functional population data for Nassau County, residential development accounts for 78 percent of the functional population, while nonresidential development accounts for 22 percent, see Figure 32. The figure is used only for the functional population calculation, population and job estimates are produced separately.

Figure 32. Proportionate Share Factors

Nassau County, FL (2015)			
<i>Residential</i>		<i>Demand Hours/Day</i>	<i>Person Hours</i>
Population*	78,444		
Residents Not Working	45,916	20	918,320
Employed Residents	32,528		
Employed in Nassau County	11,644	14	163,016
Employed outside Nassau County	20,884	14	292,376
Residential Subtotal			1,373,712
Residential Share =>			78%
<i>Nonresidential</i>			
Non-working Residents	45,916	4	183,664
Jobs Located in Nassau County	20,537		
Residents Employed in Nassau County	11,644	10	116,440
Non-Resident Workers (inflow commuters)	8,893	10	88,930
Nonresidential Subtotal			389,034
Nonresidential Share =>			22%
TOTAL			1,762,746

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Source: U.S. Census Bureau, American Community Survey, 2015

FIRE STATIONS

Established in the 2019-2020 Capital Improvement Plan, Nassau County has committed to increase its level of service for fire stations. Figure 33 lists the four fire stations that are planned to be constructed or replaced. In fact, Fire Station 71 is currently under construction. The County has committed nearly \$3.5 million for each project, which is more than the current insurance values and values used in the previous impact fee study. Since the County has set forward a plan to construct and improve fire stations at this level of service, the replacement cost for all fire stations is set at \$386 per square foot, the cost of Station 71. The station costs do not include land.

Figure 33. Nassau County Fire Station Capital Improvement Plan

Capital Improvement Plan	Estimated Floor Area (sq. ft) [1]	County's Planned Commitment	Cost per Sq. Ft.
Fire Station 71 - New	9,168	\$3,536,000	\$386
Fire Station 30 - Replacement	9,168	\$3,216,706	\$351
Fire Station 70 - Replacement	9,168	\$3,377,541	\$368
Fire Station 90 - Replacement	9,168	\$3,546,418	\$387

Source: Nassau County 2019-2020 Capital Improvement Plan
[1] Note: Design plans have not been approved for Station 30, 70, or 90. However, it is assumed they will be similar to the new Station 71. To calculate a cost per square foot, the floor areas are assumed to be the same as Station 71.

Figure 34 provides an inventory of Nassau County’s fire stations. There is a total of 41,596 square feet of fire station floor area, which is attributed to residential and nonresidential development based on the proportionate share. The level of service is found by dividing the fire station floor area by the base year demand unit. As a result, the current infrastructure standard is 0.35 square feet per resident and 0.16 square feet per nonresidential vehicle trip. After applying the cost per square foot (\$386), there is a capital cost of \$135 per resident and \$62 per nonresidential vehicle trips.

Figure 34. Fire Station Level of Service

Facility	Square Feet	Cost per Square Foot	Replacement Cost
Station 20	4,481	\$386	\$1,728,274
Station 30	2,723	\$386	\$1,050,232
Station 40	8,157	\$386	\$3,146,068
Station 50	2,501	\$386	\$964,609
Station 60	8,201	\$386	\$3,163,038
Station 70	3,120	\$386	\$1,203,351
Station 71	9,168	\$386	\$3,536,000
Station 90	3,245	\$386	\$1,251,562
TOTAL	41,596		\$16,043,134

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Facility Square Feet	32,445	9,151
2019 Population or Nonres. Trips	92,918	56,475
Square Feet per Person or Nonres. Trip	0.35	0.16

<i>Cost Analysis</i>	Residential	Nonresidential
Square Feet per Person or Nonres. Trips	0.35	0.16
Average Cost per Square Foot	\$386	\$386
Capital Cost Per Person or Nonres. Trip	\$135	\$62

Source: Cost per square foot factor is from the new Station 71 construction. Cost factor is consistent with three other stations included in the County's 2019-2020 Capital Improvement Plan. The replacement cost does not include the cost of land.

FIRE APPARATUS VEHICLES

Figure 35 provides an inventory of the Fire Department fire apparatuses. There is a total of 23 vehicles. The current service standard is 0.19 vehicles per 1,000 residents and 0.09 vehicles per 1,000 nonresidential vehicle trips. The fleet of vehicles averages \$448,478 per unit. As a result, to maintain current levels of service, there is a capital cost of \$85 per resident and \$40 per nonresidential vehicle trips.

Figure 35. Fire Apparatus Vehicles Level of Service

Vehicle Type	Units	Cost per Vehicle	Replacement Cost
Engine	8	\$616,000	\$4,928,000
Rescue	8	\$342,000	\$2,736,000
Ladder	1	\$1,393,000	\$1,393,000
Tanker	2	\$335,000	\$670,000
Utility	2	\$147,000	\$294,000
Battalion Truck	2	\$147,000	\$294,000
TOTAL		23	\$10,315,000

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Vehicles	17.94	5.06
2019 Population or Nonres. Trips	92,918	56,475
Units per 1,000 Persons or Nonres. Trips	0.19	0.09

Cost Analysis	Residential	Nonresidential
Units per 1,000 Persons or Nonres. Trips	0.19	0.09
Average Cost per Vehicle	\$448,478	\$448,478
Capital Cost Per Person or Nonres. Trip	\$85	\$40

Source: Costs per vehicle were provided by the County's Fire Department

CREDIT FOR SALES SURTAX REVENUE

As illustrated at the beginning of this report, over the next 20 years, there is an estimated sales surtax funding of \$7.5 million for Fire facilities. The corresponding credit to ensure new development does not double pay for capital facilities is calculated in Figure 36. The estimated revenue is attributed to residential and nonresidential growth based on the current functional population proportionate share. For example, \$5.8 million is attributed to residential development ($\$7,447,670 \times 78\% = \$5,809,182$). The total share of the revenue is then divided by the base year population and nonresidential vehicle trips to find the proportionate credit. In the residential example, the credit per person is \$63 ($\$5,809,182 / 92,918$ residents = \$63 per person, rounded).

Figure 36. Fire Facilities 20-Year Sales Surtax Funding Estimate

	20-Year Sales Surtax Funding Estimate	Fire Facilities
		\$7,447,670
	Residential	Nonresidential
Proportionate Share	78%	22%
Share of Sales Surtax	\$5,809,182	\$1,638,487
2019 Population or Nonres. Trips	92,918	56,475
Credit per Person or Nonres. Trip	\$63	\$29

Source: Analysis of Nassau County Capital Improvement Plan,
FY19/20-FY23/24 and dedicated capital funding from sales surtax

FIRE IMPACT FEE

Figure 37 indicates cost factors for the updated Fire Impact Fee. Maximum supportable fees by dwelling unit are equal to the average number of persons per household multiplied by the total capital cost per person. For example, a single family unit would pay a fee of \$441 (rounded) based on an average of 2.62 persons per dwelling multiplied by a total capital cost of \$157 per person.

Maximum supportable fees for nonresidential development are equal to the vehicle trip rate per 1,000 square feet multiplied by the total capital cost per vehicle trip. For example, a retail development of 1,000 square feet would pay \$1,048 (rounded) based on an average of 14.35 vehicle trips per 1,000 square feet multiplied by an average cost of \$73 per trip.

Figure 37. Maximum Supportable Fire Impact Fee

Fee Component	Cost per Person	Cost per Nonres. Vehicle Trip
Fire Stations	\$135	\$62
Fire Vehicles	\$85	\$40
Gross Total	\$220	\$102
Credit for County Sales Tax	(\$63)	(\$29)
Net Total	\$157	\$73

Residential

Housing Type	Persons per Household [1]	Maximum Supportable Fee per Unit	Current Fee	Increase/ (Decrease)
Single Family	2.62	\$411	\$169	\$242
Multifamily	1.85	\$290	\$152	\$138

Nonresidential

Development Type	Trips per 1,000 Sq Ft [2]	Maximum Supportable Fee per KSF	Current Fee	Increase/ (Decrease)
Retail	14.35	\$1,048	\$204	\$844
Office	4.87	\$356	\$109	\$247
Industrial	1.97	\$144	\$49	\$95
Warehouse	0.87	\$64	\$21	\$43
Institutional	5.36	\$391	\$72	\$319
Hotel	7.82	\$571	\$204	\$367

[1] Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

[2] Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

FIRE NEEDS ANALYSIS & FUNDING STRATEGY

To estimate the 10-year growth needs for Fire Stations in Nassau County, the current level of service is applied to the residential and nonresidential growth projected. Nassau County, excluding the City of Fernandina Beach, is projected to increase by 30,211 residents and 18,264 jobs over the next ten years (see Appendix A). Listed in Figure 38, there will need to be a total of 55,053 square feet to accommodate the growth, with future development accounting for 13,496 square feet. By applying the average cost (\$386 per square foot), the total expenditure for the growth is calculated (13,496 square feet x \$386 = \$5,209,456).

Figure 38. Projected Growth-Related Capital Costs for Fire Stations

Infrastructure		Level of Service		Demand Unit	Cost / Sq. Ft.
Fire Stations	Residential	0.35	Square Feet	per persons	\$386
	Nonresidential	0.16		per vehicle trip	

Growth-Related Need for Fire Stations						
Year		Population	Nonres. Trips	Residential Square Feet	Nonresidential Square Feet	Total Square Feet
Base	2019	92,918	56,475	32,521	9,036	41,557
Year 1	2020	98,217	60,459	34,376	9,673	44,049
Year 2	2021	101,017	62,050	35,356	9,928	45,284
Year 3	2022	103,817	63,640	36,336	10,182	46,518
Year 4	2023	106,617	65,229	37,316	10,437	47,753
Year 5	2024	109,416	66,816	38,296	10,691	48,987
Year 6	2025	112,216	68,403	39,276	10,945	50,221
Year 7	2026	114,944	69,989	40,231	11,198	51,429
Year 8	2027	117,673	71,574	41,186	11,452	52,638
Year 9	2028	120,401	73,157	42,140	11,705	53,845
Year 10	2029	123,129	74,740	43,095	11,958	55,053
Ten-Year Increase		30,211	18,264	10,574	2,922	13,496
Projected Expenditure				\$4,081,564	\$1,127,892	\$5,209,456

Growth-Related Expenditures for Fire Stations | \$5,209,456

Source: TischlerBise analysis (see Appendix A for details about growth projections)

To estimate the 10-year growth needs for Fire Vehicles in Nassau County, the current level of service is applied to the residential and nonresidential growth projected. Nassau County, excluding the City of Fernandina Beach, is projected to increase by 30,211 residents and 18,264 jobs over the next ten years (see Appendix A). Listed in Figure 39, there will need to be a total of 30.47 vehicles to accommodate the growth, with future development accounting for 7.47 vehicles. By applying the average cost (\$448,478 per vehicle), the total expenditure for the growth is calculated (7.47 vehicles x \$448,478 = \$3,350,131).

Figure 39. Projected Growth-Related Capital Costs for Fire Vehicles

Infrastructure	Level of Service		Demand Unit	Cost / Unit
Fire Vehicles	Residential	0.19	per 1,000 persons	\$448,478
	Nonresidential	0.09	per 1,000 vehicle trips	

Growth-Related Need for Fire Vehicles						
Year	Population	Nonres. Trips	Residential Vehicles	Nonresidential Vehicles	Total Vehicles	
Base	2019	92,918	56,475	17.94	5.06	23.00
Year 1	2020	98,217	60,459	18.96	5.42	24.38
Year 2	2021	101,017	62,050	19.50	5.56	25.06
Year 3	2022	103,817	63,640	20.04	5.70	25.74
Year 4	2023	106,617	65,229	20.58	5.84	26.42
Year 5	2024	109,416	66,816	21.13	5.99	27.12
Year 6	2025	112,216	68,403	21.67	6.13	27.80
Year 7	2026	114,944	69,989	22.19	6.27	28.46
Year 8	2027	117,673	71,574	22.72	6.41	29.13
Year 9	2028	120,401	73,157	23.25	6.55	29.80
Year 10	2029	123,129	74,740	23.77	6.70	30.47
Ten-Year Increase		30,211	18,264	5.83	1.64	7.47
Projected Expenditure				\$2,614,627	\$735,504	\$3,350,131

Growth-Related Expenditures for Fire Vehicles	\$3,350,131
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Source: TischlerBise analysis (see Appendix A for details about growth projections)

As shown in Figure 40, the projected growth over the next ten years is estimated to cost \$8.6 million in Fire facilities. The maximum supportable impact fees are estimated to generate \$5.8 million in revenue. The Fire Impact Fee revenue is projected to fall short of growth-related costs by 32 percent, \$2.8 million. This is the result of the credit included to avoid any double payment issues. Additionally, the deficit is a result of visitors to the County which are being served by the Fire Department but not being charged a fee.

Because of the incremental expansion methodology, to the extent the rate of development either accelerates or slows down, there will be a corresponding change in fee revenue and the timing of capital improvements.

Figure 40. Projected Revenue from Fire Impact Fee

Infrastructure Costs for Fire Facilities

	Total Cost	Growth Cost
Fire Stations	\$5,209,456	\$5,209,456
Fire Vehicles	\$3,350,131	\$3,350,131
Total Expenditures	\$8,559,587	\$8,559,587

Projected Development Impact Fee Revenue

		Single Family \$411 per unit	Multifamily \$290 per unit	Retail \$1,048 per KSF	Office \$356 per KSF	Industrial \$144 per KSF	Institutional \$391 per KSF	Hotel \$571 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF	KSF
Base	2019	28,467	3,884	2,215	340	2,018	2,321	848
Year 1	2020	30,166	4,152	2,393	432	2,181	2,396	883
Year 2	2021	31,074	4,293	2,464	467	2,247	2,425	898
Year 3	2022	31,981	4,434	2,534	503	2,313	2,455	912
Year 4	2023	32,888	4,575	2,605	538	2,379	2,484	927
Year 5	2024	33,794	4,716	2,676	573	2,445	2,513	941
Year 6	2025	34,701	4,857	2,747	609	2,510	2,543	956
Year 7	2026	35,582	4,994	2,818	644	2,576	2,572	970
Year 8	2027	36,464	5,131	2,888	679	2,642	2,602	985
Year 9	2028	37,345	5,268	2,959	714	2,707	2,631	999
Year 10	2029	38,226	5,404	3,029	749	2,773	2,660	1,014
Ten-Year Increase		9,759	1,520	814	409	755	339	165
Projected Revenue		\$4,010,854	\$440,851	\$853,145	\$145,644	\$108,764	\$132,536	\$94,424
Projected Revenue =>								\$5,786,217
Total Expenditures =>								\$8,559,587
Non-Impact Fee Funding=>								\$2,773,370

SUMMARY PROJECTED FACILITY NEEDS AND FEE REVENUE

In summary, there is a projected need of 117,798 square feet of new facility space and 64 new vehicles to accommodate future growth. Much of the facility space is for Administrative needs, while the majority of the new vehicles is for the Sheriff's Office. The total cost for the new infrastructure is \$34.1 million. Over the next ten years, the maximum supportable impact fee is estimated to generate \$23.4 million in revenue. As a result, there is a funding gap of \$10.7 million. As noted previously, the funding gap is a consequence of the credits included to ensure that the County avoids any double payment issues, visitors to the County that are not able to be charged an impact fee (i.e., day visitors to the beach), and the administrative services being provided to Fernandina Beach residents although the City is not participating in the County's Administrative Facilities Impact Fee Program.

Figure 41. Summary of 10-Year Growth-Related Projected Facility Needs

Facility	Unit	10-Yr Need	Cost
Administrative			
Administrative Offices	Sq. Ft.	30,992	\$6,353,360
Court and Judicial Facilities	Sq. Ft.	44,631	\$10,131,237
Detention Center	Sq. Ft.	12,823	\$2,564,600
Sheriff			
Sheriff Facilities	Sq. Ft.	14,283	\$3,185,109
911 Call Center	Sq. Ft.	1,573	\$865,150
Sheriff Vehicles	Vehicles	57	\$2,412,390
Fire			
Fire Stations	Sq. Ft.	13,496	\$5,209,456
Fire Appartuses	Vehicles	7	\$3,350,131

	10-Yr Need	Cost
Total Sq. Ft.	117,798	\$28,308,912
Total Vehicles	64	\$5,762,521
Total Cost		\$34,071,433
Projected Revenue		\$23,390,142
Non-Impact Fee Funding		<u>(\$10,681,291)</u>

CURRENT CAPITAL IMPROVEMENT PLAN

The 2019-2020 Capital Improvement Plan (CIP) includes foreseeable Administration, Sheriff, and Fire facility needs for the next five years. Listed in Figure 42 are the future Sheriff and Fire projects, the County's planned commitment, and expected year of construction. By 2023, there is a need for a combined \$12.3 million.

Additionally, from interviews with the Sheriff's Office, there is an increasingly need to expand the County's detention center to accommodate residential and nonresidential growth. Although not listed in the CIP, initial rough estimates have found that such expansion would cost \$6 million.

Figure 42. Applicable Projects in Capital Improvement Plan

Facility	Planned Commitment	Year
Sheriff Facilities		
Sheriff Admin Building	\$669,417	2019-2020
Public Safety Training Center	\$1,500,000	2020-2021
Total	\$2,169,417	
Fire Facilities		
Fire Station 30	\$3,216,706	2020-2021
Fire Station 70	\$3,377,541	2021-2022
Fire Station 90	\$3,546,418	2022-2023
Total	\$10,140,665	
Grand Total	<u>\$12,310,082</u>	

Source: 5-Year Capital Improvement Plan, 2019-2020 Budget

IMPACT FEE COMPARABLES

To illustrate the maximum supportable fees in regional context, Figure 43 lists the maximum supportable fees along with Nassau County, St. Johns County, Clay County, and Flagler County's current fees. The figure includes other impact fees as well: transportation, parks & recreation, and schools.

Figure 43. Impact Fee Comparables

Counties	Admin	Sheriff	Fire	Other Fees [1]	Total
St. Johns County	\$700	\$326	\$609	\$15,146	\$16,781
Clay County	-	-	-	\$12,769	\$12,769
Nassau County - Maximum Supportable	\$962	\$299	\$411	\$8,628	\$10,300
Nassau County - Current	\$892	\$77	\$169	\$8,628	\$9,766
Flagler County [2]	-	-	-	\$3,868	\$3,868

Note: fees listed are for a single family unit that is 2,000 square feet

[1] Includes Transportation, Parks & Recreation, and School impact fees

[2] Flagler County suspended its Transportation impact fee in 2012

APPENDIX A: DEMOGRAPHIC DATA

POPULATION AND HOUSING CHARACTERISTICS

Impact fees often use per capita standards and persons per housing unit or persons per household to derive proportionate share fee amounts. Housing types have varying household sizes and, consequently, a varying demand on County infrastructure and services. Thus, it is important to differentiate between housing types and size.

When persons per housing unit (PPHU) is used in the development impact fee calculations, infrastructure standards are derived using year-round population. In contrast, when persons per household (PPHH) is used in the development impact fee calculations, the fee methodology assumes all housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. According to the Amelia Island Tourist Development Council, the number of visitors to the island has increased over the years and there were 690,000 over-night visitors in 2018. Consequently, it is not just permanent residents of the County occupying housing units. In response, County infrastructure and operating service levels are sized to accommodate not just permanent residents, but seasonal residents, seasonal workers, and visitors as well. Thus, TischlerBise recommends that fees for residential development in Nassau County be imposed according to persons per household.

Based on housing characteristics, TischlerBise recommends using two housing unit categories for the impact fee study: (1) Single Family and (2) Multifamily. Each housing type has different characteristics which results in a different demand on County facilities and services. Figure 44 shows the US Census American Community Survey 2017 5-Year Estimates data for Nassau County. Single family units have a household size of 2.62 persons and multifamily units have a household size of 1.85 persons.

Figure 44. Countywide Persons per Household

Housing Type	Persons	Housing Units	Persons per Housing Unit	Households	Persons per Household	Housing Unit Mix
Single Family [1]	72,984	31,764	2.30	27,900	2.62	86%
Multifamily [2]	4,525	5,310	0.85	2,451	1.85	14%
Total	77,509	37,074	2.09	30,351	2.55	

[1] Includes attached and detached single family homes and mobiles homes

[2] Includes structures with 2+ units

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

BASE YEAR POPULATION AND HOUSING UNITS

There are three types of populations included in the Nassau County development impact fee study:

- 1) Permanent Residents
- 2) Seasonal Residents
- 3) Visitors

As mentioned, the County is a destination for vacationers and because of the presence of temporary residents and visitors, County facilities and services have been sized to accommodate the additional demand. The seasonal population includes residents who have second homes in the County and the seasonal labor influx during peak tourism months. This section details the three population types.

Permanent Residents

Current population estimates are available in the *Nassau County, FL Growth Trends Report* (2019) published by the County. However, the base year of the study is 2019 and the report publishes a 2018 full-time population. The midpoint between the 2018 estimate and the 2020 population projection is used to estimate the 2019 population. As a result, there is an estimated 87,074 permanent residents in Nassau County.

Figure 45. Permanent Population

Nassau County	2018	2019	2020
Permanent Population	82,748	87,074	91,400

Source: *Nassau County, FL Growth Trends Report* (2019), Nassau County;
Florida Bureau of Economic and Business Research (BEBR)

Seasonal Residents

Since Nassau County is a growing hub for tourism and second homes, when estimating the population, it is assumed that during peak season the County has full occupancy. To calculate the seasonal population, the vacant housing unit estimates from the US Census American Community Survey are multiplied by the countywide persons per household factor (PPHH). Shown in Figure 46, there are 3,864 vacant single family units and 2,859 multifamily units. After applying the PPHHs factors, there is an estimated seasonal resident population of 15,413 in Nassau County.

Figure 46. Seasonal Population

Housing Type	Vacant Units	Persons per Household	Seasonal Population
Single Family [1]	3,864	2.62	10,124
Multifamily [2]	2,859	1.85	5,289
Total	6,723		15,413

[1] Includes attached and detached single family homes and mobiles homes

[2] Includes structures with 2+ units

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Seasonal Visitors

According to the Amelia Island Tourist Development Council, there were 690,000 over-night visitors to the island in 2018. It is assumed that Amelia Island is the main attraction in the County and the island's visitor total is an appropriate over-night visitor total for the whole County.

In Figure 47, the County's daily peak visitor population is calculated. From the Development Council's 2018 *Visitor Profile Report*, an average stay is four days long. Resulting in 2,760,000 visitor-stay days, or an average daily total of 7,562. The County receives a steady stream of visitors throughout the year, but it peaks in the third quarter to 107 percent of the annual average. This factor is applied to the County's average to calculate the daily peak season visitor total. In 2018, it is estimated that the Nassau County's daily peak season visitor population was 8,100.

The final base year peak season daily over-night visitor total was found by applying the annual growth rate (3.6 percent) to the 2018 total. As a result, in the base year there are 8,391 peak season daily over-night visitors estimated in Nassau County.

Figure 47. Peak Season Daily Countywide Over-Night Visitor Total

2018 Over-Night Visitors	690,000
Average Length of Stay (days)	4
Visitor Stays (days)	2,760,000
Average Over-Night Visitor Total	7,562
Peak Season Factor (Q3)	107%
2018 Peak Over-Night Visitor Total	8,100
Annual Growth Rate	3.6%
2019 Peak Over-Night Visitor Total	8,391

Source: Amelia Island Tourist Development Council, Visitor Profile 2018

Peak Population

By combining the three population types, the County's peak population is calculated. In total, it is estimated that in 2019, Nassau County's peak population is 110,878.

Figure 48. Base Year Peak Population

Countywide	Base Year
Permanent Residents	87,074
Seasonal Residents	15,413
Peak Daily Visitors	8,391
Total Peak Population	110,878

Source: Nassau County, FL Growth Trends Report (2019), Nassau County; Florida Bureau of Economic and Business Research (BEBR); U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; Amelia Island Tourist Development Council, Visitor Profile 2018

Housing Units

The housing total for 2017 was available from the *Nassau County, FL Growth Trends Report* (2019). However, the total was not separated by housing type, so the countywide housing mix ratios from the U.S. Census were applied to the total to find 2017 single family and multifamily estimates. To estimate the base year housing totals, the 2017 and 2018 building permit data was added to the 2017 totals. Between the two years, there were 1,696 new single family units and 46 new multifamily units. As a result, there are 35,047 single family units and 5,621 multifamily units estimated in Nassau County.

Figure 49. Base Year Housing Units

Housing Type	2017	2017 Permits	2018 Permits	Base Year
Single Family	33,351	865	831	35,047
Multifamily	5,575	32	14	5,621
Total	38,926	897	845	40,668

Source: *Nassau County, FL Growth Trends Report* (2019), Nassau County; U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; Nassau County, Planning and Economic Opportunity Dept.

POPULATION AND HOUSING UNIT PROJECTIONS

As a result of the unique characteristics of Nassau County, several residential projections have been estimated. Shown in Figure 50, the permanent population in the County is projected along with seasonal and visitor population. In recent years, the County has observed higher than expected growth, so the permanent population has been estimated based on the State of Florida Bureau of Economic and Business Research (BEBR) **high level projections**. Projections were available for 2020, 2025, and 2030. The interim years were estimated using a straight-line approach. The seasonal population projection is calculated based on the annual growth rate of the permanent population. Lastly, the peak daily visitor population is projected by applying the annual average increase of the past several years (3.6 percent). Overall, the peak population is estimated to increase from 110,878 to 142,182 over the next ten years, a 28 percent increase. The majority of the increase is in permanent residents (25,326), but there is an increase in seasonal residents (4,483) and daily over-night visitors (1,495).

The housing growth in Figure 50 is tied to the population projections. Single family and multifamily housing units are projected to increase at the same rate as the permanent and seasonal population. Over the next ten years, the County is projected to increase by 11,829 housing units, the majority being single family.

Figure 50. Countywide Annual Residential Development Projections

	Base Year 2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Increase
Population												
Permanent Residents	87,074	91,400	93,760	96,120	98,480	100,840	103,200	105,500	107,800	110,100	112,400	25,326
Seasonal Residents	15,413	16,179	16,596	17,014	17,432	17,850	18,267	18,674	19,082	19,489	19,896	4,483
Peak Daily Visitors	8,391	8,707	8,838	8,969	9,100	9,231	9,362	9,493	9,624	9,755	9,886	1,495
Total Peak Population	110,878	116,286	119,194	122,103	125,012	127,921	130,829	133,667	136,506	139,344	142,182	31,304
Housing Type												
Single Family	35,047	36,788	37,738	38,688	39,638	40,587	41,537	42,463	43,389	44,315	45,240	10,194
Multifamily	5,621	5,901	6,053	6,205	6,358	6,510	6,662	6,811	6,959	7,108	7,256	1,635
Total Housing Units	40,668	42,688	43,791	44,893	45,995	47,097	48,200	49,274	50,348	51,422	52,497	11,829

Source: *Nassau County, FL Growth Trends Report* (2019), Nassau County; Florida Bureau of Economic and Business Research (BEBR); U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates; Amelia Island Tourist Development Council, Visitor Profile 2018; Nassau County, Planning and Economic Opportunity Dept.

CURRENT EMPLOYMENT AND NONRESIDENTIAL FLOOR AREA

The impact fee study will include nonresidential development as well. Data is available for 2018 job estimates through the US Bureau of Labor Statistics Quarterly Census of Employment and Wages (QCEW). Additionally, employment projections are available in the County's *Growth Trend Report*. To estimate the base year employment total, a straight-line approach is applied to the 2018 and 2020 estimates. As a result, there are 22,461 jobs estimated in Nassau County.

Figure 51. Base Year Employment

Nassau County	2018	2019	2020
Jobs	21,135	22,461	23,786

Source: *Nassau County, FL Growth Trends Report* (2019), Florida Bureau of Economic and Business Research (BEBR); QCEW - Bureau of Labor Statistics, 2018 Annual Averages, All establishment sizes, Private and Government

Summarizing the employment totals to several industry sectors allows for straightforward development projections and a streamlined implementation process of the impact fees. The QCEW data provides employment estimates based on industry. Those proportions are kept constant in the base year employment estimate. Shown in Figure 52, the majority of jobs in the County are considered Retail, while the Office, Industrial, and Institutional industries have a significant portion of the market as well.

Furthermore, parcel level data from the County was used to calculate the nonresidential floor area estimates. Currently, there is nearly 12 million square feet of nonresidential floor area estimated in the Nassau County. The Institutional, Retail, and Industrial sectors have the highest shares of the floor area. This is generally the case because of the larger footprints those industries have compared to Office developments.

Figure 52. Employment by Industry

Industry	Jobs	Square Feet
Retail	7,322	3,435,130
Office	4,937	799,476
Industrial	4,564	2,937,118
Institutional	3,715	3,820,739
Hotel	1,921	960,105
Total	22,461	11,952,569

Source: *Nassau County, FL Growth Trends Report* (2019), Florida Bureau of Economic and Business Research (BEBR); QCEW - Bureau of Labor Statistics, 2018 Annual Averages, All establishment sizes, Private and Government; Nassau County Planning and Economic Opportunity Department GIS parcel database

NONRESIDENTIAL FLOOR AREA AND EMPLOYMENT PROJECTIONS

According to the County's *Growth Trends Report* (2019), there is a need for 2,651 new jobs from 2018-2020 and a need for 8,264 new jobs from 2018-2030. This analysis assumes that the employment market will respond accordingly to the new demand and those new jobs will be realized in Nassau County.

To project the new nonresidential floor area, the average square feet per employee factors from the Institute of Transportation Engineers are applied to the net new job growth. Below in Figure 53, the five land uses used in the analysis are highlighted. For example, the Shopping Center (ITE 820) land use factor of 427 square feet per employee is used when determining the new floor area for the Retail industry.

Figure 53. Nonresidential Floor Area per Employee

ITE Code	Land Use	Demand Unit	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	1.63	615
130	Industrial Park	1,000 Sq Ft	1.16	864
140	Manufacturing	1,000 Sq Ft	1.59	628
150	Warehousing	1,000 Sq Ft	0.34	2,902
254	Assisted Living	bed	0.61	na
310	Hotel	1,000 Sq Ft	3.21	312
520	Elementary School	1,000 Sq Ft	0.93	1,076
610	Hospital	1,000 Sq Ft	2.83	354
710	General Office (avg size)	1,000 Sq Ft	2.97	337
714	Corporate Headquarters	1,000 Sq Ft	3.44	291
760	Research & Dev Center	1,000 Sq Ft	3.42	292
770	Business Park	1,000 Sq Ft	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	2.34	427

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

In the following figure, the employment and nonresidential floor area is projected for the next ten years. There is projected to be an increase of 6,377 new jobs in the County over the projection period, a 28 percent increase from the base year. Additionally, it is assumed that the industries stay proportionated to each other as they are in the base year. As a result, the Retail industry has the highest employment growth (2,079 jobs). However, all the other industries see a significant increase in employment as well.

Based upon the employment growth, the nonresidential floor area in the County is estimated to increase by 23 percent, or 2.7 million square feet. The Retail and Industrial industries have the largest floor area growth, both over 800,000 square feet.

Figure 54. Employment and Nonresidential Floor Area Projections

Industry	Base Year 2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Increase
Employment												
Retail	7,322	7,754	7,937	8,120	8,303	8,486	8,669	8,852	9,035	9,218	9,401	2,079
Office	4,937	5,229	5,352	5,476	5,599	5,722	5,846	5,969	6,092	6,216	6,339	1,402
Industrial	4,564	4,834	4,948	5,062	5,176	5,290	5,404	5,518	5,632	5,746	5,860	1,296
Institutional	3,715	3,935	4,027	4,120	4,213	4,306	4,399	4,492	4,584	4,677	4,770	1,055
Hotel	1,921	2,035	2,083	2,131	2,179	2,227	2,275	2,323	2,371	2,419	2,467	546
Total	22,461	23,786	24,347	24,909	25,470	26,031	26,593	27,154	27,715	28,276	28,838	6,377
Nonresidential Floor Area (1,000 sq. ft.)												
Retail	3,435	3,620	3,698	3,776	3,854	3,932	4,010	4,088	4,166	4,244	4,322	887
Office	799	898	939	981	1,022	1,064	1,105	1,147	1,188	1,230	1,272	472
Industrial	2,937	3,106	3,178	3,250	3,321	3,393	3,465	3,537	3,608	3,680	3,752	815
Institutional	3,821	3,898	3,931	3,964	3,997	4,030	4,062	4,095	4,128	4,161	4,194	373
Hotel	960	995	1,010	1,025	1,040	1,055	1,070	1,085	1,100	1,115	1,130	170
Total	11,953	12,517	12,756	12,995	13,235	13,474	13,713	13,952	14,191	14,430	14,669	2,717

FUNCTIONAL POPULATION

Both residential and nonresidential developments increase the demand on County services and facilities. To calculate the proportional share between residential and nonresidential demand on service and facilities, a functional population approach is used. The functional population approach allocates the cost of the facilities to residential and nonresidential development based on the activity of residents and workers in the County through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in Nassau County are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the County are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the County working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent functional population data for Nassau County, residential development accounts for 78 percent of the functional population, while nonresidential development accounts for 22 percent, see Figure 55.

Figure 55. Nassau County Functional Population

Nassau County, FL (2015)			
Residential Population*	78,444	Demand Hours/Day	Person Hours
Residents Not Working	45,916	20	918,320
Employed Residents	32,528		
Employed in Nassau County	11,644	14	163,016
Employed outside Nassau County	20,884	14	292,376
	Residential Subtotal		1,373,712
	Residential Share =>		78%
Nonresidential			
Non-working Residents	45,916	4	183,664
Jobs Located in Nassau County	20,537		
Residents Employed in Nassau County	11,644	10	116,440
Non-Resident Workers (inflow commuters)	8,893	10	88,930
	Nonresidential Subtotal		389,034
	Nonresidential Share =>		22%
	TOTAL		1,762,746

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Source: U.S. Census Bureau, American Community Survey, 2015

VEHICLE TRIP GENERATION

Residential Vehicle Trips

A customized trip rate is calculated for the single family and multifamily households in Nassau County. In Figure 56, the most recent data from the US Census American Community Survey is inputted into equations provided by the ITE to calculate the trip ends per housing unit factor. A single family household is estimated to generate 10.30 trip ends on an average weekday and a multifamily household is estimated to generate 5.40 trip ends. The figure demonstrates that a single family household in Nassau County has a slightly higher trip rate than the national average.

Figure 56. Customized Residential Trip End Rates

	Vehicles Available (1)	Households (2)			Vehicles per Household by Tenure
		Single Family*	Multifamily Units	Total HHs	
Owner-occupied	47,911	22,931	692	23,623	2.03
Renter-occupied	10,172	4,969	1,759	6,728	1.51
TOTAL	58,083	27,900	2,451	30,351	1.91
Housing Units (6) =>		31,764	5,310	37,074	
Persons per Housing Unit =>		2.30	0.85	2.09	

	Persons (3)	Trip Ends (4)	Vehicles by Type of Housing	Trip Ends (5)	Average Trip Ends	Trip Ends per Household	ITE Trip Ends Per Unit	Difference from ITE
Single Family*	72,984	220,145	54,020	352,445	286,295	10.30	9.44	9%
Multifamily	4,525	10,281	4,063	16,301	13,291	5.40	5.44	-1%
TOTAL	77,509	230,426	58,083	368,747	299,587	8.10		

* Includes Single Family Detached, Attached, and Manufactured Homes

(1) Vehicles available by tenure from Table B25046, 2013-2017 American Community Survey 5-Year Estimates.

(2) Households by tenure and units in structure from Table B25032, American Community Survey, 2013-2017.

(3) Persons by units in structure from Table B25033, American Community Survey, 2013-2017.

(4) Vehicle trips ends based on persons using formulas from Trip Generation (ITE 2017). For single family housing (ITE 210), the fitted curve equation is $\text{EXP}(0.89 \cdot \text{LN}(\text{persons}) + 1.72)$. To approximate the average population of the ITE studies, persons were divided by 270 and the equation result multiplied by 270. For multifamily housing (ITE 221), the fitted curve equation is $(2.29 \cdot \text{persons}) - 81.02$.

(5) Vehicle trip ends based on vehicles available using formulas from Trip Generation (ITE 2017). For single family housing (ITE 210), the fitted curve equation is $\text{EXP}(0.99 \cdot \text{LN}(\text{vehicles}) + 1.93)$. To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 233 and the equation result multiplied by 233. For multifamily housing (ITE 220), the fitted curve equation is $(3.94 \cdot \text{vehicles}) + 293.58$ (ITE 2012).

(6) Housing units from Table B25024, American Community Survey, 2013-2017.

Residential Vehicle Trips Adjustment Factors

A vehicle trip end is the out-bound or in-bound leg of a vehicle trip. So not double count trips, a standard 50 percent adjustment is applied to trip ends to calculate a vehicle trip. For example, the out-bound trip from a person's home to work is attributed to the housing unit and the trip from work back home is attributed to the employer.

However, an additional adjustment is necessary to capture County residents' work bound trips that are outside of the County. The trip adjustment factor includes two components. According to the National Household Travel Survey (2009), home-based work trips are typically 31 percent of out-bound trips (which are 50 percent of all trip ends). Also, utilizing the most recent data from the Census Bureau's web application "OnTheMap", 64 percent of Nassau County workers travel outside the County for work. In combination, these factors account for 10 percent of additional production trips ($0.31 \times 0.50 \times 0.64 = 0.10$). Shown in Figure 57, the total adjustment factor for residential housing units includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (10 percent of production trips) for a total of 60 percent.

Figure 57. Trip Adjustment Factor for Commuters

Employed Nassau County Residents (2015)	32,528
Residents Working in the County (2015)	11,644
Residents Commuting Outside of the County for Work	20,884
Percent Commuting Out of the County	64%
Additional Production Trips	10%
Standard Trip Adjustment Factor	50%
Residential Trip Adjustment Factor	60%

Source: U.S. Census, OnTheMap Application, 2015

Nonresidential Vehicle Trips

Vehicle trip generation for nonresidential land uses are calculated by using ITE's average daily trip end rates and adjustment factors found in their recently published 10th edition of *Trip Generation*. To estimate the trip generation in Nassau County, the weekday trip end per 1,000 square feet factors highlighted in Figure 58 are used.

Figure 58. Nonresidential Land Use Vehicle Trip Ends Generation Rates

ITE Code	Land Use	Demand Unit	Wkdy Trip Ends Per Dmd Unit	Wkdy Trip Ends Per Employee
110	Light Industrial	1,000 Sq Ft	4.96	3.05
130	Industrial Park	1,000 Sq Ft	3.37	2.91
140	Manufacturing	1,000 Sq Ft	3.93	2.47
150	Warehousing	1,000 Sq Ft	1.74	5.05
254	Assisted Living	bed	2.60	4.24
310	Hotel	1,000 Sq Ft	15.64	4.87
520	Elementary School	1,000 Sq Ft	19.52	21.00
610	Hospital	1,000 Sq Ft	10.72	3.79
710	General Office (avg size)	1,000 Sq Ft	9.74	3.28
714	Corporate Headquarters	1,000 Sq Ft	7.95	2.31
760	Research & Dev Center	1,000 Sq Ft	11.26	3.29
770	Business Park	1,000 Sq Ft	12.44	4.04
820	Shopping Center (avg size)	1,000 Sq Ft	37.75	16.11

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

For nonresidential land uses, the standard 50 percent adjustment is applied to Office, Industrial, Institutional, and Hotel. A lower vehicle trip adjustment factor is used for Retail because this type of development attracts vehicles as they pass-by on arterial and collector roads. For example, when someone stops at a convenience store on their way home from work, the convenience store is not their primary destination.

In Figure 59, the Institute for Transportation Engineers' land use code, daily vehicle trip end rate, and trip adjustment factor is listed for each land use.

Figure 59. Daily Vehicle Trip Factors

Land Use	ITE Codes	Vehicle Trip Ends	Trip Adj. Factor
Residential (per housing unit)			
Single Family	210	10.30	60%
Multifamily	220	5.40	60%
Nonresidential (per 1,000 square feet)			
Retail	820	37.75	38%
Office	710	9.74	50%
Industrial	610	3.93	50%
Institutional	140	10.72	50%
Hotel	310	15.64	50%

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017); National Household Travel Survey, 2009

VEHICLE TRIP PROJECTION

The base year vehicle trip totals and vehicle trip projections are calculated by combining the vehicle trip end factors, the trip adjustment factors, and the residential and nonresidential assumptions for housing stock and floor area. Countywide, residential land uses account for 234,802 vehicle trips and nonresidential land uses account for 86,929 vehicle trips in the base year (Figure 60). Through 2029, there will be a total increase of 88,248 daily vehicle trips (27 percent increase) with the majority of the growth being generated by single family (71 percent) and retail (14 percent) development.

Figure 60. Countywide Total Daily Vehicle Trip Projections

Development Type	Base Year 2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Increase
Residential Trips												
Single Family	216,589	227,349	233,220	239,090	244,960	250,831	256,701	262,422	268,143	273,864	279,585	62,996
Multifamily	18,213	19,118	19,611	20,105	20,599	21,092	21,586	22,067	22,548	23,029	23,510	5,297
Subtotal	234,802	246,467	252,831	259,195	265,559	271,923	278,287	284,489	290,691	296,893	303,095	68,293
Nonresidential Trips												
Retail	49,277	51,922	53,042	54,163	55,283	56,403	57,523	58,643	59,764	60,884	62,004	12,727
Office	3,893	4,371	4,574	4,776	4,978	5,181	5,383	5,585	5,788	5,990	6,193	2,299
Industrial	5,771	6,104	6,245	6,386	6,527	6,668	6,808	6,949	7,090	7,231	7,372	1,601
Institutional	20,479	20,895	21,071	21,247	21,422	21,598	21,774	21,950	22,126	22,302	22,478	1,999
Hotel	7,508	7,784	7,901	8,018	8,135	8,252	8,369	8,486	8,603	8,720	8,837	1,329
Subtotal	86,929	91,077	92,833	94,589	96,346	98,102	99,858	101,615	103,371	105,127	106,884	19,955
Vehicle Trips												
Grand Total	321,731	337,544	345,664	353,784	361,905	370,025	378,145	386,104	394,062	402,020	409,979	88,248

APPENDIX B: FLORIDA STATUTE: 163.31801

TITLE XI 163.31801 - IMPACT FEES; SHORT TITLE; INTENT; MINIMUM REQUIREMENTS; AUDITS; CHALLENGES

Florida Impact Fee Act

- (1) This section may be cited as the "Florida Impact Fee Act."
- (2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.
- (3) At a minimum, an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must satisfy all of the following conditions:
 - (a) The calculation of the impact fee must be based on the most recent and localized data.
 - (b) The local government must provide for accounting and reporting of impact fee collections and expenditures. If a local governmental entity imposes an impact fee to address its infrastructure needs, the entity must account for the revenues and expenditures of such impact fee in a separate accounting fund.
 - (c) Administrative charges for the collection of impact fees must be limited to actual costs.
 - (d) The local government must provide notice not less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee.
 - (e) Collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.
 - (f) The impact fee must be proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.
 - (g) The impact fee must be proportional and reasonably connected to, or have a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.
 - (h) The local government must specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Revenues generated by the impact fee may not be used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(4) The local government must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public education facilities, including land dedication, site planning and design, or construction. Any contribution must be applied to reduce any education-based impact fees on a dollar-for-dollar basis at fair market value.

(5) If a local government increases its impact fee rates, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. This subsection shall operate prospectively and not retrospectively.

(6) Audits of financial statements of local governmental entities and district school boards which are performed by a certified public accountant pursuant to s. 218.39 and submitted to the Auditor General must include an affidavit signed by the chief financial officer of the local governmental entity or district school board stating that the local governmental entity or district school board has complied with this section.

(7) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(8) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(9) This section does not apply to water and sewer connection fees.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165.

FORM "A"

NASSAU COUNTY, FL

**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 "B"

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 State of Florida to perform the specified services?
Yes ☐ No ☐

5. **EXPERIENCE:**

Years in business: _____

Years in business under this name: _____

Years performing this type of work: _____

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: _____

List all positions or position categories within your firm (may use additional sheets if needed).

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

7. REFERENCES:

List at least three references for which you have provided services related to this RFP Scope of 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: _____

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: _____

The Remainder of this Page Intentionally Left Blank

FORM "C"

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.

[Remainder of the page intentionally blank.]

“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 "D"

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: _____

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: _____

FORM "E"

COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT

Section 787.06, Florida Statutes

Contract, contract renewals and contract extensions

Before me the undersigned authority, personally appeared _____, whom after being duly sworn, deposes and states:

Affiant

1. My name is _____ and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.
2. I am a corporate officer or other authorized person with _____, a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.
3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Further Affiant Sayeth Naught.

Signature: _____

Firm Name: _____

Title: _____

Date: _____

Acknowledgment

The foregoing Affidavit was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Signature: _____



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: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum No. 1
Request For Proposal Number NC24-026
Comprehensive Impact Fee Study

DATE: November 7, 2024

This addendum is hereby incorporated into the solicitation documents of the project 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: November 14, 2024 at 10:00 AM EST

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



TischlerBise
FISCAL | ECONOMIC | PLANNING

EXHIBIT "B" VENDOR'S RESPONSE
AND PRICE SHEET



Proposal
for
**Comprehensive Impact
Fee Study**
RFP NO. NC24-026-RFP

Nassau County, Florida

November 7, 2024

Tab 1: Cover Letter

November 7, 2024

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

RE: TischlerBise, Inc., Proposal for RFP NO. NC24-026-RFP, Comprehensive Impact Fee Study

Ms. Gilmore,

TischlerBise, Inc., is pleased to submit the enclosed qualifications for consulting services related to preparing a Comprehensive Impact Fee Study for Nassau County. This assignment requires a consulting team with a unique combination of experience and expertise. We feel that TischlerBise is ideally suited to undertake this project based on our unsurpassed national and extensive Florida impact fee experience. There are several areas that make our qualifications unique:

- **Unsurpassed Expertise.** Our qualified professionals bring an unparalleled depth of experience to this assignment. We have managed over 1,100 impact fee studies across the country – more than any other firm.
- **Innovators.** TischlerBise has been at the forefront of developing unique and innovative approaches for impact fees that are based on the client's policy objectives and backed by rigorous primary data development and expert analysis. For example, TischlerBise has developed and refined methodologies for calculating impact fees by size of housing unit and developing distance-related/tiered transportation impact fees. More important, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
- **National Thought Leaders.** Both of the TischlerBise principals for this assignment are considered national thought leaders on the subjects of impact fees, infrastructure financing strategies, and fiscal/economic sustainability. Carson Bise, AICP, recently Chaired the American Planning Association's Paying for Growth Task Force and was recently named an Affiliate of the National Center for Smart Growth Research & Education. Mr. Bise also serves on the Board of Directors for the Growth and Infrastructure Consortium, where he is a frequent presenter at the annual conference. Julie Herlands, AICP, is also a frequent presenter at the Growth and Infrastructure Finance Consortium. Both Mr. Bise and Ms. Herlands are frequent speakers on impact fees and infrastructure financing at the state and national level for the American Planning Association, National Association of Homebuilders, Urban Land Institute, and the Government Finance Officers Association.

- Consensus Builders. Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees, particularly during challenging economic times. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban, and rural communities across the country.

As the President of TischlerBise, I have the authority to negotiate and contractually bind the firm. We look forward to the possibility of working with the County and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,



L. Carson Bise II, AICP, President
TischlerBise, Inc.
4701 Sangamore Road S240
Bethesda, MD 20816
(301) 320-6900 Ext. 12
carson@tischlerbise.com

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Tab 3: Firm Qualifications

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies, and related revenue strategies. The firm was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. TischlerBise, Inc., is an S corporation and was incorporated in the District of Columbia. The firm's office locations are:

Principal Office (Primary Contact)

L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12
carson@tischlerbise.com

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TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over forty years. In this time, we have prepared over **1,000 fiscal/economic impact evaluations and over 1,100 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on impact fees and infrastructure financing strategies.

TischlerBise consistently exceeds our client's expectations, which is due in large part to the **heavy involvement of our highly skilled principal-level professionals**. We are proud of the fact that most of our clients retain TischlerBise for return engagements.

Florida Impact Fee Experience

We believe our **previous experience preparing impact fees in the State of Florida** makes us a prime candidate for this assignment. The table below provides a complete list of TischlerBise's Florida impact fee experience.

State of Florida			
Coral Gables	Key Biscayne	Orange County	Sarasota County
Deerfield Beach	Lake Wales	Osceola County School District	Sarasota County School District
DeSoto County	Manatee County	Parkland	Seminole County School District
DeSoto County School District	Manatee County School District	Pinecrest	South Miami
Flagler County School District	Miami	Pasco County School District	Stuart
Flagler Beach	Miami Beach	Plant City	Sunny Isles Beach
Hillsborough County	Naples	Polk County	West Miami
Homestead	Nassau County	Port St. Lucie	

Islamorada	North Miami	Punta Gorda	
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TischlerBise National Impact Fee Experience

TischlerBise is the national leader in advancing the "state of the practice." For example, TischlerBise pioneered impact fees by housing size and/or bedroom count, tiered transportation fee schedules, techniques for mitigating high fees for nonresidential development, and integrating transportation impact fees as part of an overall funding strategy. While every community is unique, this national experience provides invaluable perspective for our clients. A summary of our national impact fee experience is shown below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
AL	Baldwin County		◆							◆			
AL	Daphne		◆					◆	◆	◆			
AL	Fairhope		◆					◆	◆	◆		◆	
AL	Foley		◆					◆	◆	◆			
AL	Gulf Shores		◆					◆	◆	◆			
AL	Orange Beach		◆					◆	◆	◆		◆	
AR	Bentonville			◆	◆			◆	◆	◆		◆	
AR	Siloam Springs		◆	◆	◆			◆	◆	◆			
AZ	Apache County	◆											
AZ	Apache Junction		◆					◆	◆	◆		◆	◆
AZ	Avondale		◆	◆	◆			◆	◆	◆		◆	◆
AZ	Buckeye		◆	◆	◆			◆		◆		◆	◆
AZ	Bullhead City		◆					◆		◆			◆
AZ	Camp Verde	◆						◆		◆		◆	◆
AZ	Carefree	◆	◆		◆						◆		◆
AZ	Casa Grande		◆	◆				◆	◆	◆		◆	◆
AZ	Cave Creek		◆	◆	◆					◆	◆		◆
AZ	Cochise County	◆											
AZ	Coolidge		◆	◆			◆	◆	◆	◆			◆
AZ	Dewey-Humboldt		◆					◆	◆	◆		◆	◆
AZ	El Mirage			◆	◆			◆	◆	◆			◆
AZ	Eloy			◆	◆			◆		◆		◆	◆
AZ	Flagstaff	◆	◆					◆	◆	◆		◆	◆
AZ	Florence		◆	◆	◆			◆		◆			
AZ	Gilbert		◆		◆			◆	◆			◆	

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
AZ	Glendale			◆	◆	◆		◆	◆	◆		◆	◆
AZ	Goodyear		◆	◆	◆			◆	◆	◆		◆	
AZ	Holbrook			◆	◆		◆						
AZ	Lake Havasu City		◆										
AZ	Maricopa	◆	◆					◆	◆	◆	◆	◆	◆
AZ	Navajo County	◆	◆						◆				
AZ	Northwest Fire District								◆				
AZ	Peoria	◆	◆					◆	◆	◆	◆	◆	◆
AZ	Phoenix		◆				◆	◆	◆	◆	◆	◆	
AZ	Pinal County	◆	◆					◆		◆			
AZ	Pinetop-Lakeside		◆					◆		◆	◆		◆
AZ	Prescott	◆											
AZ	Queen Creek		◆	◆	◆			◆	◆		◆	◆	◆
AZ	Safford			◆	◆								
AZ	San Luis		◆	◆	◆	◆		◆	◆	◆			
AZ	Scottsdale			◆	◆								
AZ	Sedona		◆			◆		◆		◆			◆
AZ	Show Low	◆	◆	◆	◆			◆		◆		◆	
AZ	Sierra Vista		◆					◆	◆	◆	◆	◆	
AZ	Somerton		◆	◆	◆	◆		◆	◆	◆			
AZ	Springerville	◆		◆	◆								
AZ	Surprise		◆	◆	◆			◆	◆	◆		◆	◆
AZ	Taylor	◆	◆					◆	◆	◆			◆
AZ	Tolleson	◆	◆	◆	◆	◆		◆	◆				◆
AZ	Tucson		◆										
AZ	Wellton		◆	◆	◆	◆		◆	◆	◆			
AZ	Yuma		◆	◆		◆		◆	◆	◆	◆		◆
CA	Avenal		◆	◆		◆	◆	◆	◆	◆		◆	
CA	Banning		◆					◆	◆	◆			◆
CA	Butte County		◆					◆	◆			◆	◆
CA	Chino Hills		◆	◆		◆				◆			
CA	Clovis			◆									
CA	Corcoran			◆	◆			◆		◆			◆
CA	El Centro							◆	◆	◆		◆	◆
CA	Grass Valley		◆	◆	◆	◆		◆	◆	◆			◆
CA	Half Moon Bay		◆	◆				◆		◆	◆		
CA	Hemet		◆			◆		◆	◆	◆	◆	◆	◆

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
CA	Imperial County	◆											
CA	Maywood	◆											
CA	National City							◆	◆	◆		◆	
CA	Rancho Cucamonga									◆			
CA	Suisun City		◆							◆			◆
CA	Temecula		◆	◆	◆			◆		◆	◆	◆	◆
CA	Tulare		◆	◆	◆	◆		◆	◆	◆	◆	◆	◆
CA	Visalia									◆		◆	◆
CO	Adams County		◆										
CO	Arapahoe County		◆										
CO	Boulder		◆					◆	◆	◆	◆	◆	
CO	Castle Rock		◆			◆		◆	◆	◆	◆		◆
CO	Colorado Springs		◆										
CO	Eaton			◆	◆			◆		◆	◆		◆
CO	Erie		◆					◆		◆	◆		◆
CO	Evans		◆										
CO	Garfield County		◆										
CO	Greeley		◆	◆					◆	◆			
CO	Johnstown		◆					◆	◆	◆	◆	◆	◆
CO	Longmont		◆						◆				◆
CO	Louisville	◆	◆					◆		◆	◆	◆	◆
CO	Montezuma County		◆										
CO	Pitkin County		◆										
CO	Pueblo		◆										
CO	Steamboat Springs							◆	◆	◆	◆		◆
CO	Thornton		◆			◆		◆	◆	◆			◆
CO	Vail		◆										
DE	New Castle County			◆				◆	◆	◆		◆	◆
DE	State of Delaware		◆					◆	◆				
GA	Atlanta		◆					◆	◆	◆		◆	◆
GA	Calhoun	◆											
GA	Douglas County	◆	◆					◆	◆	◆		◆	
GA	Douglasville	◆	◆					◆		◆			
GA	Effingham County		◆	◆	◆			◆		◆		◆	
GA	Forsyth County		◆										
GA	Gordon County	◆							◆	◆		◆	
GA	Henry County		◆										

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
GA	Roswell		◆						◆	◆			
IA	West Des Moines									◆			
ID	Caldwell	◆											
ID	Canyon County	◆											
ID	Hailey		◆	◆	◆			◆	◆	◆	◆	◆	◆
ID	Hayden		◆					◆		◆			
ID	Kellogg			◆				◆		◆			
ID	Kootenai County Fire & Rescue								◆				
ID	Nampa	◆	◆	◆	◆			◆	◆	◆	◆		
ID	Post Falls	◆	◆					◆		◆			
ID	Sandpoint		◆						◆	◆	◆		
ID	Shoshone Fire District								◆				
ID	Victor		◆					◆	◆	◆			
IL	Evanston	◆	◆		◆					◆		◆	
LA	Covington			◆	◆								
MD	Anne Arundel		◆										
MD	Brunswick							◆		◆			◆
MD	Calvert County		◆					◆	◆				
MD	Caroline County												
MD	Carroll County					◆			◆	◆		◆	◆
MD	Cecil County		◆					◆	◆				◆
MD	Charles County		◆							◆			
MD	Dorchester County	◆						◆					
MD	Easton	◆	◆					◆	◆	◆			◆
MD	Frederick		◆										
MD	Frederick County		◆					◆	◆	◆		◆	◆
MD	Hagerstown		◆					◆		◆			◆
MD	Hampstead				◆			◆		◆			
MD	Harford County	◆											
MD	Ocean City	◆											
MD	Queen Anne's County	◆						◆	◆	◆	◆	◆	◆
MD	Salisbury	◆	◆	◆	◆			◆	◆	◆	◆		◆
MD	Snow Hill	◆						◆	◆	◆			◆
MD	Talbot	◆	◆							◆		◆	◆
MD	Washington County							◆					
MD	Westminster		◆		◆					◆			◆
MD	Wicomico		◆										

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
MD	Worcester					◆				◆		◆	◆
ME	Portland		◆	◆						◆			
MN	Woodbury			◆	◆	◆							
MO	Nixa			◆	◆			◆		◆			◆
MO	Nixa Fire Protection District								◆				
MS	Madison							◆	◆	◆	◆		
MT	Belgrade	◆	◆	◆	◆				◆	◆			
MT	Big Sky			◆									
MT	Bozeman		◆	◆	◆				◆				
MT	Flathead County		◆						◆				
MT	Gallatin County	◆	◆						◆				
MT	Gallatin County Fire Districts								◆				
MT	Great Falls	◆											
MT	Madison	◆											
MT	Manhattan			◆	◆								
MT	Missoula							◆	◆	◆	◆		◆
MT	Missoula County							◆	◆	◆			
MT	Polson			◆	◆					◆			
MT	Ravalli	◆											
NC	Cabarrus County												
NC	Camden County												
NC	Catawba County												
NC	Chatham County												
NC	Creedmoor			◆	◆								
NC	Currituck County												
NC	Durham												
NC	Greenville		◆						◆	◆			
NC	Jacksonville	◆		◆	◆								
NC	Nags Head							◆		◆			◆
NC	Orange County									◆	◆		
NC	Pasquotank												
ND	Minot											◆	◆
NM	Albuquerque		◆					◆	◆	◆			
NM	Las Cruces			◆	◆								
NV	North Las Vegas	◆							◆				
NV	Nye County		◆			◆		◆	◆	◆			
NV	Washoe County		◆										

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
OH	Delaware							◆	◆	◆			◆
OH	Lebanon		◆							◆			◆
OH	Pickerington	◆	◆					◆		◆			◆
OH	Sunbury							◆					◆
OK	Edmond			◆	◆								
RI	East Greenwich								◆	◆	◆		◆
RI	Middletown			◆				◆	◆	◆			◆
SC	Aiken		◆				◆	◆	◆	◆			
SC	Anderson County		◆										
SC	Georgetown County		◆					◆				◆	
SC	Horry County	◆						◆	◆	◆	◆	◆	
SC	Richland County		◆										
SC	Summerville								◆	◆			◆
TN	Hendersonville		◆					◆	◆	◆			
SC	York County		◆					◆	◆				
TN	Williamson County												◆
UT	American Fork	◆	◆	◆						◆			
UT	Brigham City	◆											
UT	Clearfield	◆		◆	◆	◆				◆			
UT	Clinton City		◆	◆	◆	◆			◆	◆	◆		
UT	Draper		◆		◆	◆			◆	◆	◆		
UT	Farmington		◆	◆	◆	◆		◆	◆	◆	◆		
UT	Hyde Park		◆	◆	◆					◆			
UT	Kaysville		◆	◆						◆			
UT	Logan	◆	◆	◆	◆	◆		◆		◆	◆		
UT	Mapleton			◆	◆	◆			◆	◆	◆		
UT	North Logan	◆	◆	◆	◆					◆	◆		
UT	Pleasant Grove	◆	◆	◆	◆			◆	◆	◆			
UT	Salt Lake County					◆				◆			
UT	Sandy City		◆			◆		◆	◆		◆		
UT	South Valley Sewer District	◆		◆									
UT	Spanish Fork	◆		◆	◆	◆				◆			
UT	Springville									◆			
UT	Wellsville		◆	◆	◆				◆	◆			
UT	West Jordan		◆	◆	◆	◆		◆	◆	◆			
UT	Woods Cross	◆		◆	◆					◆			
VA	Chesterfield County		◆						◆	◆		◆	

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
VA	Fauquier County		◆					◆	◆				
VA	Goochland County		◆										
VA	Henrico County		◆							◆		◆	
VA	Isle of Wight County								◆	◆			
VA	Prince George County							◆	◆	◆		◆	◆
VA	Prince William County		◆										
VA	Spotsylvania County		◆										
VA	Stafford County		◆										
VA	Suffolk			◆	◆								
VA	Sussex County	◆											
WI	Eau Claire		◆	◆	◆	◆				◆			
WV	Jefferson County							◆	◆	◆			◆
WY	Casper	◆	◆						◆	◆			
WY	Pinedale	◆		◆	◆				◆	◆	◆		◆
WY	Teton County		◆										

Innovation

TischlerBise has been the national leader in advancing the state of the practice as it relates to impact fee calculations. For example, TischlerBise has developed unique methodologies for calculating “progressive” demand indicators for not only persons per housing unit (household), but also the development of jurisdiction-specific average daily vehicle trip generation rates, using US Census Bureau data and Institute of Transportation Engineer’s formulas. These methods not only improve proportionality, but also promote housing equity. In addition, TischlerBise has developed unique impact fee methodologies to assist communities with the implementation of land use policies intended to address sprawl, congestion, and other growth management issues by helping to direct growth to planned development zones. Using GIS and data from local traffic models, TischlerBise developed an innovative tiered road impact fee methodology to allocate the cost of road improvements by Traffic Analysis Zone (TAZ) based on vehicle miles of travel (VMT). As density and mix of development increase in urban areas, VMT decreases due to shorter trips and more walking, bicycling, and transit use. This results in lower impact fees in areas where communities are attempting to encourage infill development.

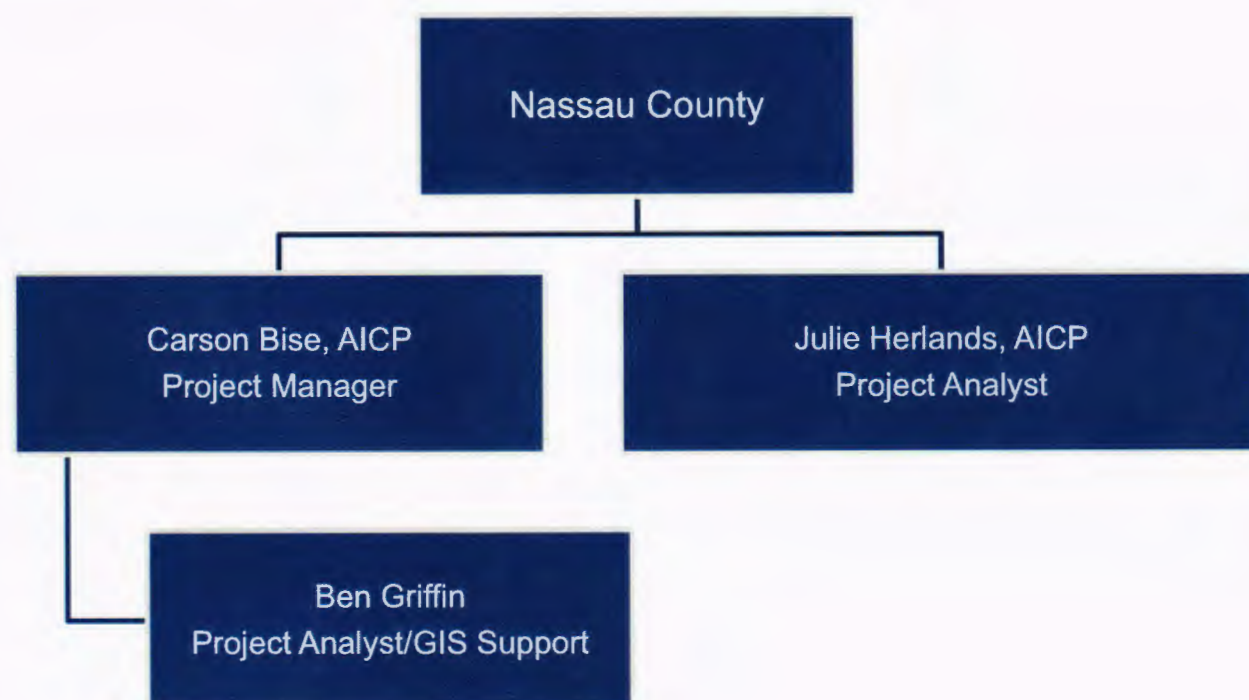
Public Engagement Experience

We realize a key element of the County’s assignment involves the presentation and dissemination of the land dedication and cash-in-lieu findings to a diverse set of stakeholders. In addition to our vast experience with stakeholder groups as part of our impact fee/exaction assignments, TischlerBise has extensive community and public outreach experience as demonstrated by the following examples:

- Three regional forums in California on the fiscal benefits of infill development as part of our engagement with the California Strategic Growth Council.
- Regional forums to engage the public in a discussion on the Delaware Valley Region's economic and fiscal future.
- A series of community growth management forums in Manatee County, Florida.
- A one-day, two-part public forum (Conversation on Growth) for Ada County, Idaho.
<https://adacounty.id.gov/commissioners/coordinated-growth/coordinated-growth-for-ada-county-conversations/>
- Two-day workshop on the fiscal implications of growth for COMPASS.
<https://www.youtube.com/watch?v=nTj5xNU3IWM> <https://www.youtube.com/watch?v=8tiYpeFCXDo>
<https://www.youtube.com/watch?v=q4A-F8SVB2E>
- A one-day workshop about evaluation of fiscal and economic impacts and their use in decision-making.
- Multiple State level workshops to identify economic development goals and aspirations as part of land use planning studies.
- A public conference focused on sustainable strategies for suburban communities facing demographic shifts, changing housing preferences and growing infrastructure costs.
- Extensive experience conducting one-on-one meetings with representatives of the private sector, related to conducting market assessments and development trends.
- Extensive experience conducting individual departmental meetings to collect data required to conduct fiscal and economic evaluations, as well as impact fee and infrastructure finance studies.
- Extensive experience presenting complex market, economic, and fiscal data and conclusions to elected/appointed bodies.

Tab 4: Key Personnel Knowledge and Experience

To successfully navigate the County's impact fee study, the consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the impact fee structure in achieving the County's land use and economic development policy goals. **Our Project Team for this assignment includes our most senior and experienced impact fee professionals.** We have unsurpassed experience performing projects requiring the same expertise as that needed to serve Nassau County. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team for this assignment.



Carson Bise, AICP, President of TischlerBise, will serve as Project Manager and coordinate our Project Team's interaction with the County to ensure that all work is completed properly, on time, and within budget. Mr. Bise will also handle all the public outreach efforts. He will work closely with Julie Herlands and Ben Griffin, developing and reviewing all aspects of the project and providing overall quality assurance for the project. **Mr. Bise is the Project Manager for our current/recent assignments for Manatee County, Manatee County Schools, Hillsborough County, City of Miami, City of Flagler Beach, Village of Pinecrest, Nassau County, School Board of Flagler County, and the School District of Sarasota County.**

Julie Herlands, AICP, is Vice President of TischlerBise, and will serve as a Project Analyst for this assignment because of her substantial experience preparing impact fees, as well as her strong project management skills. Ms. Herlands will assist with controlling the work in progress and will assist with the technical requirements of the project. Most importantly, Ms. Herlands, in conjunction with Mr. Bise, will

ensure constant collaboration and communication between County staff and our team through frequent progress memorandums, conference calls, and in-person meetings. **Ms. Herlands recent/current Florida assignments include Hillsborough County, Lake County, Osceola County, and Pasco County School District.**

Ben Griffin, Senior Fiscal/Economic Analyst, is an accomplished impact fee Project Manager in his own right and will provide analytical support to the impact fee study. Mr. Griffin has been with TischlerBise for ten years and will have primary responsibility for the demographic analysis as we assist with the technical impact fee analysis. **Mr. Griffin's current/recent Florida assignments include Hillsborough County, Manatee County, Manatee County Schools, City of Miami, Village of Pinecrest, City of Stuart, City of Port St. Lucie, and the City of Coral Gables.**

Complete staff resumes are provided below.

L. Carson Bise, II, AICP, President, carson@tischlerbise.com

Carson Bise has thirty years of fiscal, economic, and planning experience and has conducted fiscal and infrastructure finance evaluations in forty states. **Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fee studies.** In his seven years as a planner at the local government level, he coordinated Capital Improvement Plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. **His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise is a former Director of the Growth and Infrastructure Finance Consortium and Chaired the American Planning Association's Paying for Growth Task Force. He is also an Affiliate of the National Center for Smart Growth Research & Education.**

EDUCATION

M.B.A., Economics, Shenandoah University

Bachelor of Science, Geography/Urban Planning, East Tennessee State University

Bachelor of Science, Political Science/Urban Studies, East Tennessee State University

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Camp Verde, Arizona – *Impact Fee Study*
- Coolidge, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Eloy, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Flagstaff, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinetop-Lakeside, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*

- Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Avenal, California – *Impact Fee Study*
- National City, California – *Impact Fee Study*
- Tulare, California – *Impact Fee Study*
- Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Erie, Colorado – *Impact Fee Study*
- Evans, Colorado – *Impact Fee Study*
- Greeley, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Steamboat Springs, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- **DeSoto County, Florida – *Impact Fee Study***
- **Manatee County, Florida – *Impact Fee Study***
- **Hillsborough County, Florida – *Impact Fee Study***
- **Coral Gables, Florida – *Impact Fee Study***
- **Flagler Beach, Florida – *Impact Fee Study***
- **Miami, Florida – *Impact Fee Study***
- **North Miami, Florida – *Impact Fee Study***
- **South Miami, Florida – *Impact Fee Study***
- **Islamorada, Florida – *Impact Fee Study***
- **Miami, Florida – *Impact Fee Study***
- **Nassau County, Florida – *Impact Fee Study***
- **Pasco County, Florida – *School Impact Fee Study***
- **Polk County, Florida – *Impact Fee Study***
- **Parkland, Florida – *Impact Fee Study***
- **Pinecrest, Florida – *Impact Fee Study***
- **Punta Gorda, Florida – *Impact Fee Study***
- **Sarasota County School District, Florida – *School Impact Fee Study***
- **Sarasota County, Florida – *Impact Fee Study***
- **Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study***
- Frederick County, Maryland – *School Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Hampstead, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Bozeman, Montana – *Impact Fee Study*

- Great Falls, Montana – *Impact Fee Feasibility Study*
- Las Cruces, New Mexico – *Water and Sewer Impact Fee Study*
- Beaufort County, South Carolina – *Impact Fee Study*
- Fort Mill School District – *Impact Fee Study*
- Georgetown County, South Carolina – *Impact Fee Study*
- Horry County, South Carolina – *Impact Fee Study*
- Lancaster County, South Carolina – *Impact Fee Study*
- Lexington County, South Carolina – *Public Safety Impact Fee Study*
- York County, South Carolina – *Impact Fee Study*

PUBLICATIONS

- “Next Generation Transportation Impact Fees,” APA, Planners Advisory Service
- “Fiscal Impact Analysis: Methodologies for Planners”, APA
- “Planning and Urban Design Standards”, APA, Contributing Author on Fiscal Impact Analysis
- “Fiscal Impact Analysis: How Today’s Decisions Affect Tomorrow’s Budgets”, ICMA Press
- “The Cost/Contribution of Residential Development”, Mid-Atlantic Builder
- “Smart Growth and Fiscal Realities”, ICMA Getting Smart! Newsletter
- “The Economics of Density”, AICP Training Series, 2005, Training CD-ROM (APA)

Julie Herlands, AICP, Vice President, julie@tischlerbise.com

Julie Herlands is a Principal with TischlerBise and has 19 years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC) in their Advisory Services and Research Department. For IEDC, she conducted a number of consulting projects including economic and market feasibility analyses and economic development assessments and plans. Her economic, fiscal impact, and impact fee/infrastructure finance experience includes a wide range of assignments in over 15 states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled *Fiscal Impact Assessment* at the American Planning Association National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning*. **She is currently the Immediate Past Chair of the Economic Development Division of the APA and recently chaired the APA Task Force on Planning and Economic Development.**

EDUCATION

Masters of Community Planning, University of Maryland
Bachelor of Arts, Political Science, University of Buffalo

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction Water Company, Arizona – *Water System Connection Fees*
- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Cave Creek, Arizona *Land Use Assumptions, IIP and Development Fee Study*
- Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Queen Creek, Arizona – *Development Impact Fees*

- Show Low, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Bentonville, Arkansas – *Development Impact Fees*
- Arapahoe County, Colorado – *Rural Road Funding Strategy*
- Boulder, Colorado – *Development Excise Taxes*
- Castle Rock, Colorado – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- **DeSoto County, Florida – *Impact Fee Study***
- **Manatee County, Florida – *Impact Fee Study***
- **Coral Gables, Florida – *Impact Fee Study***
- **South Miami, Florida – *Impact Fee Study***
- **Islamorada, Florida – *Impact Fee Study***
- **Pasco County, Florida – *School Impact Fee Study***
- **Polk County, Florida – *Impact Fee Study***
- **Plant City, Florida – *Impact Fee Study***
- **Port St. Lucie, Florida – *Impact Fee Study***
- **Sarasota County, Florida – *Impact Fee Study***
- **Stuart, Florida – *Impact Fee Study***
- Kellogg, Idaho – *Impact Fee Study*
- Post Falls, Idaho – *Impact Fee Study*
- Shoshone Fire District, Idaho – *Impact Fee Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Dorchester County, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- North Las Vegas – *Impact Fee Study*
- Beaufort County, South Carolina – *Impact Fee Study*
- Horry County, South Carolina – *Impact Fee Study*
- Tega Cay, South Carolina – *Impact Fee Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*

PUBLICATIONS

- “Should Impact Fees Be Reduced in a Recession?”, *Economic Development Now*, August 10, 2009 (International Economic Development Council)
- “Agreements, Fees, and CIP”, *The Best of Contemporary Community Planning*, 2005, Training CD-ROM (APA and Lincoln Institute of Land Policy)

Ben Griffin, Senior Fiscal/Economic Analyst, ben@tischlerbise.com

Benjamin Griffin is the Senior Fiscal and Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked for the New Orleans Business Alliance (NOLABA) — the non-profit agency tasked with leading economic development initiatives for the City of New Orleans. Mr. Griffin also worked for the Jefferson Parish Planning Department where he gained experience in the short-range planning division. Since joining TischlerBise, Mr. Griffin has worked on fiscal analyses, market analyses, capital improvement plans, development impact fees, and revenue strategies for local governments in sixteen states.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Lone Tree, Colorado – *Impact Fee Study*
- Parker, Colorado – *Impact Fee Study*
- Nassau County, Florida – *Impact Fee Study*
- Kellogg, Idaho – *Capital Improvement Plan and Impact Fee Study*
- **Hillsborough County, Florida – *Impact Fee Study***
- **Coral Gables, Florida – *Impact Fee Study***
- **Miami, Florida – *Impact Fee Study***
- **Manatee County, Florida – *Impact Fee Study***
- **Manatee County School District – *Impact Fee Study***
- **Nassau County, Florida – *Impact Fee Study***
- **Pinecrest, Florida – *Impact Fee Study***
- Idaho Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Post Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Portland, Maine – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Hamilton, Montana – *Capital Improvement Plan and Impact Fee Study*
- Missoula, Montana – *Capital Improvement Plan and Impact Fee Study*
- Missoula County, Montana – *Capital Improvement Plan and Impact Fee Study*
- Las Cruces, New Mexico – *Impact Fee Study*
- Beaufort County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
- Easley, South Carolina – *Capital Improvement Plan and Impact Fee Study*
- Lancaster County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
- Lexington County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
- York County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
- Frederick County, Virginia – *Cash Proffer Study*
- Fauquier County, Virginia – *Cash Proffer Study*
- Isle of Wight County, Virginia – *Cash Proffer Study*

EDUCATION

M.A., Urban and Regional Planning, University of New Orleans

B.B.A., Finance, University of Mississippi

Tab 5: Delivery and Approach

Technical Approach

Nassau County seeks a consultant to review and update the County's impact fee program for Fire, Sheriff, Administrative Facilities, Park Lands, and Park Facilities. There have been significant changes to the State of Florida Impact Fee Act (which was revised in 2021) since the County last conducted an impact fee study. Additionally, there have been several state and national impact fee court decisions that influence how impact fees are calculated. When preparing the capital improvement plan and recommended impact fee structure, we will work with County staff to ensure assumptions and methodologies are consistent with recommended County policy directives and strategic objectives. With decades of impact fee experience across the nation, TischlerBise has pioneered best practices by moving away from generic, cookie-cutter, fee studies and towards fees that are customized to function as an integral component of the community's strategic plan. TischlerBise will be available to function as a key member of the County's management and leadership team and will remain engaged with the County long after the study's completion at no additional charge for administrative and implementation assistance.

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) demonstrate a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees for the County. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by new development.

In practice, the calculation of impact fees can become quite complicated due to the multitude of variables involved in defining the relationship between development and the demand for capital facilities. The following paragraphs outline the three general methods for calculating impact fees and their applicability to this assignment.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized Public Safety Building is an example.

Incremental Expansion Capital Impact Fee Calculation - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.

Land Use Assumptions with a Market Perspective. The Florida Impact Fee Act requires the use of the latest and most localized data. Projecting future residential development is more difficult now than in the past due to shifting trends in the housing market as a result of changing demographics and lifestyle choices, such as short-term rentals, accessory dwellings (granny flats) and tiny homes. **TischlerBise's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** These projections include both the amount of development and the geographic location. Depending on the methodology employed, overly optimistic development projections can increase the County's financial exposure if impact fee revenue is less than expected.

Market Competitiveness. Many communities desire to have a comparison of the proposed development impact fees to those in comparable, or peer, communities. This type of survey can be relatively straightforward and obtained from our current and ongoing work in Idaho as well as primary research (i.e., online, phone calls, and emails). However, it is important for the consultant compiling the report to understand what is—and is not—included in the fee amounts for a true “apples-to-apples” comparison. For instance, it is important to note what specific components (e.g., intersections) are included in the impact fee calculation. Are there unique elements embedded in an impact fee that makes it relatively high or low compared to other jurisdictions in the region? What are the methodological approaches used and how do those approaches affect the fee? What is the difference between the calculated fees and the adopted fees? For Nassau County, we will conduct this evaluation to include methodologies employed, fee amounts, and any unique circumstances that should be identified and communicated to staff and stakeholders throughout the process.

Consider a Progressive Residential Impact Fee Schedule. TischlerBise suggests the County consider a fee structure that varies residential impact fees by size of unit. **TischlerBise has been the national leader in this movement toward “progressive” fee structures.** As part of our demographic analysis conducted for this assignment, we will prepare data on factors that vary by housing unit size (i.e., persons

Average square feet of Single Family units in Castle Rock by Douglas County Assessor.

Average number of persons per housing unit from Census Bureau data for Castle Rock.

Actual Averages per Hg Unit			Fitted-Curve Values	
Bedrooms	Square Feet	Persons	Square Feet	Persons
two or less	2,150	1.8	2,000	1.7
three	2,340	2.4	2,100	1.9
four	3,080	3.1	2,200	2.0
five or more	3,700	3.7	2,300	2.2
			2,400	2.3
			2,500	2.4
			2,600	2.6
			2,700	2.7
			2,800	2.8
			2,900	2.9
			3,000	3.0
			3,100	3.1
			3,200	3.2
			3,300	3.3
			3,400	3.4
			3,500	3.5
			3,600	3.6
			3,700	3.7

Average Persons per Single Family Housing Unit

Persons

Square Feet

$y = 3.2628\ln(x) - 23.091$
 $R^2 = 0.9739$

Public Outreach. The importance of public outreach when considering impact fees and infrastructure funding options should not be overlooked. Based upon our experience with impact fees in the State of Florida, we anticipate that this study may attract controversy. Therefore, it is important to build a coalition of support early in the process to educate and inform the public and other key stakeholders about the purpose of the study, and to explain how it will benefit both key constituents (developers) and the general public. It is critical to develop a communication strategy that will offset and correct any misinformation that might proliferate and to provide clear and compelling logic for public adoption of an updated impact fee program. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate and lead stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees.

Implementation/Ongoing Support. The Impact Fee Study is just the beginning of the relationship between TischlerBise and our clients. That is the primary reason so many of our assignments come from existing clients through sole source procurement. After the fee study is complete, TischlerBise can prepare implementation materials and provide training to County staff to ensure it is prepared to implement the impact fee program in a manner that is efficient and consistent with Florida and national case law. Implementation materials include an administrative manual and forms which will track the County's impact fee ordinance with cross references between the ordinance, forms, and administrative manual. Finally, TischlerBise understands that it is impossible to forecast every conceivable development proposal within the fee structure. Therefore, TischlerBise routinely prepares specific impact fee amounts for specific projects at no charge to our clients.

The tasks set forth below will ensure the successful completion of an updated impact fee study for the County.

This Task will serve as an opportunity for TischlerBise to conduct project "kick-off" activities. During this Task, we will meet with County staff to establish lines of communication, review and discuss project goals and policies related to the project, review the project schedule (and revise if necessary), and request

additional data and documentation related to the project. Overarching topics of discussion are likely to include but not be limited to:

- Review and refine work plan and schedule, if appropriate.
- Assess information needs and required staff support.
- Discuss the County's current infrastructure needs.
- Discuss overall capital facility financing issues.
- Identify and collect data and documents relevant to the analysis.
- Discuss the County's economic development goals.

Meetings: One on-site visit to meet with County project management team.

Deliverables: Data request memorandum.

TASK 2: PREPARE LAND USE ASSUMPTIONS AND GROWTH PROJECTIONS

The purpose of this Task is to compile the current demographics of County as they relate to growth and development and to determine the likely development future for the County in terms of new population, housing units, employment, and nonresidential building area over the next ten to twenty years. This will be done using US Census Bureau and other data sources, such as the Bureau of Economic and Business Research. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population for a specific service area. A map of the area to which the land use assumptions apply will also be included in this task.

Meetings: Discussions pertaining to this Task will be held as part of Task 1, as well as conference calls as needed.

Deliverables: TischlerBise will prepare a draft technical memorandum discussing the recommended land use factors and projections. After review and sign-off by the County, a final memorandum will be issued as well as included as an Appendix to the final report.

TASK 3: DATA COLLECTION/BACKGROUND REVIEW

This Task may vary somewhat depending on the methodology applied to each impact fee category. The impact fee study for each facility type would be presented in separate chapters in the impact fee report.

Identify Facilities/Costs Eligible for Impact Fee Funding As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecasts of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources such as grants, State/Federal funding, and dedicated revenue streams.

As part of calculating the fee, the County may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the County might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

Evaluate Impact Fee and Benefit Districts. We will review existing impact fee and benefit districts as they relate to changes in impact fees to determine if a revised approach is needed.

Meetings: Two (2) meetings with County staff to discuss capital facility needs and levels-of-service.

Deliverables: Memoranda as appropriate.

TASK 4: DETERMINE IMPACT FEE METHODOLOGIES

The purpose of this task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the methodology for each component of the impact fee category will depend on which is most beneficial for the County. In many cases, we will prepare the impact fees for an infrastructure category using several methodologies and will discuss the trade-offs with the County. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the County is assured that the maximum supportable impact fee will be developed.

Determine Need for Credits. A consideration of "credits" is integral to the development of a legally valid impact fee methodology. There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Conduct Funding Source and Cash Flow Analysis. The initial cash flow analysis will indicate whether additional funds might be needed or if the CIP might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that several iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables: Storyboard Presentation on Fee Categories.

As part of this Task, TischlerBise will review the draft impact fees with County staff prior to preparing the Impact Fee Report for Board of County Commissioner consideration. There may be discussions related to County policies that may need to occur with County Administration. This Task is also an opportunity to “check in” with the Planning Commission and/or Board of County Commissioners in a work session format if County Administration feels this is appropriate.

Deliverables: "Storyboard" Presentation on Fee Categories.

TischlerBise will prepare a draft report for the County's review. TischlerBise's Impact Fee Study Report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each component showing the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and methodologies. The report will be a stand-alone document clearly understood by interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a succinct written product that leaves a well-understood paper trail.

- Executive summary
- Detailed description of the methodologies used during the study
- Detailed description of all level-of-service standards and cost factors used and accompanying rationale
- Detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures
- Land use assumptions and development projections

Analysis of Peer Community Fee Structures. TischlerBise will prepare a comparative analysis of peer communities' impact fee structures. The analysis will compare how the proposed impact fee structure for Nassau County compares to other peer communities, including noting any differences in fee schedules and methodologies.

Potential Impact on Housing Affordability. As part of the Impact Fee Report, TischlerBise will estimate the effect of imposing the proposed impact fees on the affordability of housing in the County. The analysis will examine the current household income and housing expenses that burden an average household in the County. Next, the proposed impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on affordable housing in the County.

Following the County's review of the draft report, we will make mutually agreed upon changes to the Impact Fee Report.

Meetings: Two (2) meetings/presentations with elected/appointed officials.

Deliverables: Draft and Final Impact Fee Study; presentation materials as appropriate.

TASK 7: MEETINGS WITH STAKEHOLDERS

Meetings with various stakeholder groups will allow interested parties, designated by the County, to understand assumptions and raise any questions about the technical demographic, cost, revenue, credit, and other data and supporting documentation that is being used in the calculation of impact fees. These will not be forums to discuss the political and/or philosophical use of fees; rather, it will be an opportunity for interested parties to understand the soundness and the reasonableness of the technical impact fee methodology. Based on our experience, we propose two meetings with this group. The first meeting will focus on the process, land use assumptions as well as the initial data assumptions, proposed methodologies and service areas. The second meeting will focus on the presentation of the Draft Impact Fee Report. It may be possible that a third meeting is required. If so, we will simply "piggyback" this meeting on a trip to another Florida/Georgia/South Carolina assignment.

Deliverable: Presentation Materials as Appropriate.

Meetings: Three (3) meetings with the development community that coincide with our visits to Nassau County.

TASK 8: ASSIST WITH RESOLUTIONS/ORDINANCES

In this Task, TischlerBise will assist with preparing any required County resolutions/ordinances necessary to implement the County's impact fee program, based on the Capital Improvement Plan and Impact Fee Report and input received during meetings with County staff, Board of County Commissioners, and interested Stakeholders. These will be prepared in draft form, first with staff and, as directed, with City legal counsel, before being finalized for consideration of adoption by the Board of County Commissioners.

Meetings: Teleconferences with County Attorney, as needed.

Deliverables: Draft/Final County Impact Fee Resolutions/Ordinances.

Internal Communications

An essential component of these efforts is frequent, ongoing, and meaningful communication between the consultant team and staff. TischlerBise is known for its hands-on approach, with face-to-face meetings, frequent conference calls, and ongoing email communications as an integral part of our work scope. The specific strategy is to use the Work Scope and Schedule to manage the project. It is recommended the County identify a staff Project Manager to serve as a point person between the consultant team and County. It is also recommended that a staff working group/technical committee be identified to provide feedback throughout the study process. This enables effective and efficient processes as well as keeps relevant staff apprised of the study's progress and content. TischlerBise also recommends periodic briefings with County Administration.

Accessibility

TischlerBise will attend pre-scheduled meetings with the County in person deploying staff from our main office in Maryland. TischlerBise staff regularly travel to our national client base without incident and occasionally will utilize regional trips to add additional unscheduled trips to clients. TischlerBise's regular and repeat work in Florida affirms our flexibility and ability to accommodate schedules. Our Project Team will be available via email and phone throughout the study, and our accessibility and availability will continue throughout the term of the Agreement. We encourage you to consult our references regarding our superior accessibility and availability.

Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time, within budget, and, most importantly, they yield results that match our clients' expectations. Our project management plan employs the following principles to mitigate potential risks and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
 - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Ms. Herlands, will identify the final project goals and objectives in collaboration with County staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Risk: Schedule Delays**
 - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise will work with County staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- **Risk: Technical Complications**
 - **Mitigation: We will actively manage the project process.** Mr. Bise and Ms. Herlands has a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage

the work in progress, provide guidance and oversight to staff, and be accountable to the County meeting the schedule, budget, and technical requirements of the project.

- **Risk: Quality Control**

- **Mitigation: We will review all project deliverables and communication through a formal quality assurance process.** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the County, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Ms. Herlands, will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.

- **Risk: Cost Overruns**

- **Mitigation: The studies will be conducted under a fixed fee arrangement.** We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

Schedule

Assuming a Notice to Proceed is issued in late December/early January, we anticipate a 6-month schedule to complete.

PROJECT SCHEDULE - NASSAU COUNTY IMPACT FEE STUDY			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Kick-Off Meeting	January, 2025	1	Data Request Memorandum
Task 2: Prepare Land Use Assumptions and Growth Projections	January - February, 2025	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Data Collection/Background Review	January - April, 2025	2	Memoranda as Appropriate
Task 4: Determine Impact Fee Methodologies	April - May, 2025	0	See Task 5
Task 5: Review Findings with County Staff	May, 2025	1	"Storyboard" Presentation on Fee Categories
Task 6: Prepare Draft/Final Impact Fee Report	May - June, 2025	2	Draft/Final Impact Fee Study; Presentation Materials as Appropriate
Task 7: Meetings with Stakeholders	February - May, 2025	3	Presentation Materials as Appropriate
Task 8: Assist with Resolutions/Ordinances	May - June, 2025	See Task 6	Draft/Final County Impact Fee Resolutions/Ordinances

*In some cases it is assumed meetings are held with multiple departments over one (1) trip.

Tab 6: References

Below are summaries of previous projects that highlight our Team's capacity and ability to complete the County's project. We have only listed projects with which our Project Team members were associated.

Hillsborough County, Florida - Park Impact Fee Study

Project Contact: Rick Valdez, Parks and Recreation Director

Phone: (813) 744-5871

E-mail: valdezr@hcfllgov.net

TischlerBise Staff: Carson Bise and Ben Griffin

Contract Period: January 2020/June 2020

Project Budget: \$76,610

Hillsborough County hired TischlerBise to update its 1983 Park Impact Fee Study. In addition to the traditional public facilities owned and operated by the Parks and Recreation Department, Hillsborough County asked TischlerBise to explore options to support the Conservation and Environmental Lands Management (CELM) Department. Based on discussions with CELM Department staff, TischlerBise designed an impact fee study to expand the department's inventory of over 3,200 acres of regional parks. Due to strong public support for a dedicated ad valorem tax used to fund environmentally sensitive land acquisition and associated capital improvements, the impact fee study excludes lands acquired through the Jan K. Platt Environmental Lands Acquisition and Protection Program (ELAPP).

Flagler Beach, Florida – Impact Fee Study

Project Contact: Dale Martin, City Manager

Phone: (386) 517-2000 Ext. 222

E-mail: dmartin@cityofflaglerbeach.com

TischlerBise Staff: Carson Bise

Contract Period: March 2022/June 2023

Project Budget: \$49,120

TischlerBise was recently retained by this oceanfront community to prepare a comprehensive impact fee study for fire, parks, police, water and sewer. Because of the need to correct existing deficiencies, impact fees for stormwater and transportation were not recommended. A particular challenge presented during the study was the departure of the City Manager, which delayed the study significantly, and necessitated some last minute changes to the study, which is slated for public adoption in June/July of 2023.

Village of Pinecrest, Florida – Impact Fee Study

Project Contact: Stephen Olmsted, Planning Director

Phone: (305) 234-2121

E-mail: Solmsted@pinecrest-fl.gov

TischlerBise Staff: Carson Bise, AICP

Contract Period: November 2022/February 2023

Project Budget: \$46,640

TischlerBise recently completed an impact fee study for this wealthy enclave in South Miami-Dade County. The study included police, parks, municipal services, and stormwater. One of the challenges with this study

was determining the likely net new residential and nonresidential development versus redevelopment. TischlerBise's experience with conducting market analysis was integral for this part of the analysis. TischlerBise also provided guidance on issues related to administration and implementation. The fees passed unanimously.

Nassau County, Florida – Impact Fee Study

Project Contact: Taco Pope, County Manager

Phone: (904) 530-6010

E-mail: tpope@nassaucountyfl.com

TischlerBise Staff: Carson Bise, AICP, and Colin McAweeney

Contract Period: November 2019/July 2020

Project Budget: \$59,260

Nassau County retained TischlerBise to calculate impact fees for Administrative Facilities, Fire, and Police. As part of this effort, TischlerBise prepared several iterations of the fees under different fee methodologies (e.g., plan-based versus incremental expansion) for the County's consideration. It was determined that Administrative, Sheriff, and Fire facilities serve at a countywide level. Large and unique facilities, such as the detention center, have a service catchment area of the entire County. Based on interviews with County staff, growing demand for public safety services and facilities (i.e., fire stations) in one area of the County has a ripple effect to surrounding areas, which necessitated a countywide approach.

Port St. Lucie, Florida – Impact Fee Study

Project Contact: Teresa Lamar-Sarno, Assistant City Manager

Phone: (772) 871-5163

E-mail: tsarno@cityofpsl.com

TischlerBise Staff: Carson Bise, AICP and Ben Griffin

Contract Period: October 2020/February 2023

Project Budget: \$67,620

Port St. Lucie retained TischlerBise to update impact fees for law enforcement, parks and recreation, public buildings, and economic development. TischlerBise prepared several iterations of the fees under different fee methodologies for the City's consideration. After developing preliminary impact fees with city staff, TischlerBise held several meetings with the Budget Advisory Committee to further refine assumptions related to growth, levels of service, and costs. In February 2023, the Budget Advisory Committee recommended the City Manager take the proposed impact fees to the City Council.

Tab 7: Fee Proposal

Request for Proposal No. NC24-026
Comprehensive Impact Fee Study

APPENDIX "B"

PROPOSAL COST SHEET

Consultant shall prepare the Comprehensive Impact Fee Study in accordance with Appendix "A", Scope of Services at the cost(s) below.

Description	Total Cost
Preparation of the Comprehensive Impact Fee Study	\$ 118,490

Total Cost above is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, etc. No additional expenses shall be billed.

Description	Hourly Rate
Additional Services, if needed.	\$ 210

Hourly Rate above is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, etc. No additional expenses shall be billed.

Company: Tischler Bise, Inc.
 Address: 4701 Sangamore Road 5240
 City, State, Zip code: Bethesda, MD 20816
 Phone Number: 301-320-6900 Email: carson@tischlerbise.com
 Authorized Signature: [Signature] Printed Name: L Carson Bise
 Title: President Date: 11/4/24

Tab 8: Required Forms

Request for Proposal No. NC24-026
Comprehensive Impact Fee Study

FORM "B"

RESPONDENT QUESTIONNAIRE

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

1. Company Name: Tischler Bisc, Inc
Address: 4201 Sangamon Road 5240
City/State/Zip: Bethesda, MD 20816
Phone: 301-320-6900 Email: carson@tischlerbisc.com
Website Address: tischlerbisc.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 State of Florida to perform the specified services?
Yes ☒ No ☐

5. **EXPERIENCE:**

Years in business: 47
Years in business under this name: 18
Years performing this type of work: 47
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: 10
List all positions or position categories within your firm (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
President	1	
Vice President	1	
Western Region Mgr	1	
Fiscal/Economic Analyst	5	
Sr. Fiscal/Economic Analyst	2	

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7. REFERENCES:

List at least three references for which you have provided services related to this RFP Scope of Services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: Hillsborough County, FL
Address: 601 E Kennedy Blvd Tampa, FL 33602
Contract Person: Rick Valdez
Phone: 813-744-5871 Email: valdezr@hcf1gov.net
Project Description: Parks & Recreation Impact Fee
Contract \$ Amount: \$76,610
Date Completed: June, 2020

Reference #2:

Company/Agency Name: Nassau County, FL
Address: 26135 Nassau Place, Suite 2 Yulee, FL 32097
Contract Person: Taco Pope
Phone: 904-530-6010 Email: tpope@nassaucountyfl.com
Project Description: _____
Contract \$ Amount: \$59,260
Date Completed: July 2020

Reference #3:

Company/Agency Name: Port St. Lucie, FL
Address: 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984
Contract Person: Teresa Lannar-Sarno
Phone: 772-871-5163 Email: tsarno@cityofpsl.com
Project Description: Citywide Impact Fee Study

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:

Request for Proposal No. NC24-026
Comprehensive Impact Fee Study

Contractor Name: Tischler Bise, Inc.
Attn: Carson Bise
Mailing Address: 4701 Sangamore Rd S240
Bethesda, MD 20816

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): Carson Bise
Title: President
Email Address: carson@tischlerbise.com
Phone Number: 240-406-4031

The Remainder of this Page Intentionally Left Blank

Request for Proposal No. NC24-026
Comprehensive Impact Fee Study

FORM "A"

NASSAU COUNTY, FL

**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 Impact Fee Study Proposal
2. This sworn statement is submitted by Tushlar Bice, Inc (entity submitting sworn statement), whose business address is 4701 Sanyaw Rd 5248 Bethesda, MD 20814 and its Federal Employee Identification Number (FEIN) is 52-1087538. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Carson Bice (please print name of individual signing), and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, 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.)

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☒ 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: Maryland
County of: Montgomery

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or _____ online notarization, this 1 day of November, 2024 by Lanny Carson, 2ND DIS who is _____ personally known to me or ☒ produced MID as identification.

F. Tavaroli
Notary Public

My commission expires: 01/30/2028



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Comprehensive Impact Fee Study

FORM "C"

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____

Trishler Bros, 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.

[Remainder of the page intentionally blank.]

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Comprehensive Impact Fee Study

"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

11/4/24

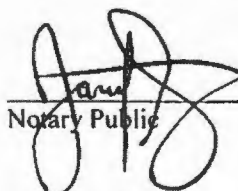
Date Signed

State of: Maryland

County of: Montgomery

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2024 by Lanny Bise who is ☐ personally known to me or ☒ produced Driver's License as identification.

Jared Soriano
Notary Public
Montgomery County, MD
My Commission Expires: December 21, 2025



Notary Public

My commission expires: 12/21/2025

Request for Proposal No. NC24-026
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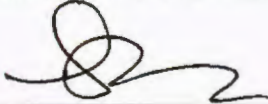
FORM "D"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Tischler Bros, 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 Tischler Bros, Inc (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



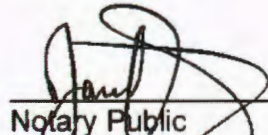
Print Name: L. Larson Biss

Date: 11/11/24

STATE OF ^{Maryland 11/11/24} ~~FLORIDA~~ ^{SS}

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11/11/24 (Date) by Jared Soriano (Name of Officer or Agent, Title of Officer or Agent) of Tischler Bros, Inc (Name of Contractor Company Acknowledging), a Maryland (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Driver's License as identification.


Notary Public

Jared Soriano
Printed Name

Jared Soriano
Notary Public
Montgomery County, MD
My Commission Expires: December 21, 2025

My Commission Expires: 12/21/2025

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FORM "E"

COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT

Section 787.06, Florida Statutes

Contract, contract renewals and contract extensions

Before me the undersigned authority, personally appeared Carson Bise, whom after being duly sworn, deposes and states:
Affiant

1. My name is Carson Bise and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.
2. I am a corporate officer or other authorized person with Tischler Bise, Inc., a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.
3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Further Affiant Sayeth Naught.

Signature: 

Firm Name: L. Carson Bise

Title: President

Date: 11/4/24

Acknowledgment

The foregoing Affidavit was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of November, 2024, by Lanny Bise who is personally known to me or who has produced Driver's License as identification.

[Notary Seal]

Signature: 

Jared Soriano
Notary Public
Montgomery County, MD
My Commission Expires: December 21, 2025

TischlerBise

FISCAL | ECONOMIC | PLANNING

Principal Office

4701 Sangamore Road, Suite S240 |

Bethesda, MD 20816

301.320.6900 x12 |

carson@tischlerbise.com

