BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA
May 4, 2021

REGULAR SESSION 5:00 P.M.

I. INVOCAUTION AND PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA

III. APPROVAL OF CONSENT AGENDA ITEMS
1. Minutes – April 20, 2021 – Regular Session
2. Minutes – April 20, 2021 - Public Hearing
3. Expense Report
4. COA Bus Wash Design & Permitting Proposal, Tarbox
5. Resolution 2021-16; Southern Estates Investments, LLC Mylar; Lara Diettrich

IV. PUBLIC COMMENTS

V. CONSTITUTIONAL OFFICERS

VI. NEW BUSINESS
1. E911 Rural Grant Agreement; John Blanchard
2. Approval of Roll off Container Purchase; Robert Fletcher
3. Resolution 2021-13, FDOT State Lighting Agreement; Robert Fletcher
4. Approval of Contract-PEMT Program; Chief Trevor Nelson
5. Proclamation - Emergency Medical Services Week; Chief Trevor Nelson
6. Resolution 2021-14 Budget Amendment; Cheryl Rewis

Action Item
Action Item
Action Item
Action Item
Action Item
Action Item

VII. PRIOR BUSINESS
1. Pending Business Report; Sara Little
2. Expense Report over $4500
3. American Rescue Plan Update

Info Only
Info Only
Info Only

VIII. COUNTY MANAGER
1. Central County Fire Station Time Extension Request
2. Award Bid 2021-09-Lawn Service
3. Approval of Park Sponsorship- Forbes Funeral Home
4. Approval of Shoals Park Updated Rules

IX. COUNTY ATTORNEY
1. Resolution 2021-15-Opioid Litigation Settlement

X. COMMISSIONER COMMENTS

If any member of the public desires to appeal a decision made at these hearings, he or she will need a record of the proceedings and for that purpose he or she may need to ensure that a verbatim record of the proceedings is transcribed, which record would include the testimony and evidence upon which the appeal is to be based. In accordance with the American with Disabilities Act, persons needing a special accommodation of an interpreter to participate in these proceedings should contact the County Commissioners Office at (904) 259-3613, at least 48 hours prior to the time of the hearing. Please Note: Items marked as “information only” or “for discussion” may have Board action taken at the time of discussion.
XI. PUBLIC HEARING
All Items are presented FINAL Hearing

1. Ord. No. 2021-021 Small Scale Land Use Amendment (Blackshear)
2. Ord. NO. 2021-022 Rezoning (Blackshear)
3. Exemption to Subdivision Requirements for Preliminary Review (HJB Timberlands, Inc.)
4. Ord. No. 2021-026 Small Scale Land Use Amendment (Bethel Prayer Retreat, LLC)
5. Ord. No. 2021-027 Rezoning to Planned Unit Development (Bethel Prayer Retreat, LLC)
6. Ord. NO. 2021-028 Rezoning (Fish)
7. Final Development Plan Review for Subdivision (Broughton)
8. Ord. No. 2021-029 Rezoning (Nex Holdings, LLC)
10. Ord. No. 2021-031 Rezoning (Oden)

XII. ADJOURN

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BAKER COUNTY BOARD OF COMMISSIONERS

MINUTES

April 20, 2021

The Baker County Board of Commissioners met in a scheduled meeting with the following members present:

Chairman, Oliver (Jimmy) Anderson
Commissioner, James G. Bennett
Commissioner, James Croft
Commissioner, Cathy Rhoden
Commissioner, Mark Hartley

Also, Present:
County Manager, Sara Little
County Attorney, Rich Komando
County Clerk, Stacie D. Harvey

Note: These meeting minutes are a summarized version of the actual discussions at the meeting. These are not verbatim transcripts. For a complete audio recording of the discussion please visit www.bakercountyfl.org/board or contact Sara Little at sara.little@bakercountyfl.org

REGULAR SESSION
Chairman Anderson called the meeting to order and welcomed everyone in attendance. Commissioner Cathy Rhoden led in the invocation and pledge.

Chairman Anderson called for approval of the agenda. Commissioner Mark Hartley approved agenda. Commissioner Cathy Rhoden seconded the motion. The motion carried unanimous.

Chairman Anderson requested approval of the consent agenda which consisted of:

1. Minutes – April 6, 2021 – Regular Session
2. Minutes – April 6, 2021 – Public Hearing
3. Expense Report
4. COPCN Renewal (Century & Liberty)
5. SMRMC Annual Report
6. SMRMC Member Reappointment (Barber & Norton)

Commissioner Cathy Rhoden moved to approve the consent agenda. Commissioner Mark Hartley seconded the motion. The motion carried unanimous.

Chairman Anderson called for public comment.

There were no public comments.

Cheryl Rewis Spoke regarding the Component Unit Audit is expected to be complete by the end of the month. Also, all audit information should be completed by next month. Mrs. Cheryl stated everything was running on time. There was no action needed.

Jack Baker Jr. presented TDC use of funds request. Requesting for the Fair Association, promoting side in a total of $15,100. The Fair was unable to bring in any revenue last year due to COVID. They are asking for the support of the Board. Commissioner Mark Hartley moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. The motion carried unanimous.
Wendy Owen presented the Health Benefit update. This was just for information; no action was needed.

Robert Fletcher presented Resolution 2021-10 & FDOT funding Agreement for CR 127. This project is for resurfacing and widening from CR 125 to CR 120. The total of this project is $1,500,000 and will receive funding from the SCOP funding, will need additional funding approved from the Board. Commission James Bennett moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. Rich Komando read by title. The motion carried unanimous.

Robert Fletcher presented a CEI proposal for CR 125 South. The proposal from NFPS totaled $68,214.29 for design and permitting for the project. Commissioner Mark Hartley moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. The motion carried unanimous.

Robert Fletcher presented Reid Stafford Road Funding, there was enough funds from the County Road paving fund to cover the resurfaces cost. Commissioner James Bennett moved to approve as presented. Commissioner Mark Hartley seconded the motion. The motion carried unanimous.

Robert Fletcher to award bid to Anderson Columbia, for the Reid Stafford Road Funding. Totaling the amount of $884,510.19. Commissioner James Bennett moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. The motion carried unanimous.

Robert Fletcher presented Resolution 2021-11, a supplemental agreement for CR 229 S. This Project is for paving the shoulders on CR 229 S from I-10 to Baker/union Countyline N, extending the contract date to June 30, 2022. Commissioner James Bennett moved to approve as presented. Commissioner James Croft seconded the motion. Rich Komando read by title. The motion carried unanimous.

Robert Fletcher presented Resolution 2021-12 a supplemental agreement under the LAP program for Woodlawn Road the ongoing construction project extending the completion date to December 30, 2021. Commissioner James Bennett moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. Rich Komando read by title. The motion carried unanimous.

John Blanchard presented JAG grant application. This is a reoccurring grant, the JAG grant for the BCSO Crime Scene Investigator totaling the amount of $23,107. Mr. Blanchard stated that the total will not cover the whole salary for the investigator and the Baker County Sheriff’s Office will pay the difference. Commissioner Cathy Rhoden moved to approve the grant as presented. Commissioner James Bennett seconded the motion. The motion carried unanimous.

John Blanchard presented Sole Source 911 Services Agreement. This is a communication project for the Baker County Sheriff’s Office, a purchase for a Mevo phone, it is a cellular base phone, with a life span of 5-7 years, it will be utilized as a back for the 911 system. The company is Indigital, they are a sole source manufacture. Commissioner James Bennett moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. The motion carried unanimous.

John Blanchard presented 911 Service Contract. This is the annual renewal of contract. Commissioner Mark Hartley moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. The motion carried unanimous.

Trevor Nelson presented approval of COVID 19 Storage Facility. Staff recommend to award bid to BAM of Macclenny to construct the building, the price does not include insulation, electrical, and climate control. The project will be funded though CARES PHASE 3 funding, totaling $11,200.50. Commissioner Cathy Rhoden moved to approve as presented. Commissioner James Bennett seconded the motion. The motion carried unanimous.
Darryl Register presented Resolution 2021-04. This is for the project center, authorizing the C-PACE Financing. The updated resolution is regarding it will only be approved for the specific property where the center will be located. Commissioner James Bennett moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. Rich Komando read by title. The motion carried unanimous.

Darryl Register presented the Engagement Letter with Nelson Mullins Law Firm. They are to represent Baker County for the Project Center. Commissioner James Bennett recommended for Baker County’s Attorney Rich Komando to engage with Nelson Mullins Law Firm before moving forward. Commissioner Bennett moved to approve the engagement letter pending Attorney Komando’s approval, if he does not approve it will be deferred to next Commissioner’s meeting. Commissioner James Croft seconded the motion. The motion carried unanimous.

Sara Little presented the pending business report as follows:

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<th>PENDING BUSINESS ITEM</th>
<th>PRIORITY</th>
<th>STATUS</th>
<th>START DATE</th>
<th>% COMPLETE</th>
<th>COMMENTS</th>
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<tr>
<td>Sanderson Community Fire Station</td>
<td>High</td>
<td>New</td>
<td>12/17/2019</td>
<td>10%</td>
<td>Appropriation submitted for FY 2021-2022</td>
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<tr>
<td>Central County Fire Station</td>
<td>High</td>
<td>In Progress</td>
<td>09/03/2019</td>
<td>60%</td>
<td>Construction Bid awarded 11/5/2020. Site Prep is underway by the Road Dept. Construction is underway by</td>
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<tr>
<td>COA Bus Wash</td>
<td>Normal</td>
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<td>08/06/2019</td>
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<td>Under review by CDD and Building Official before project is advertised.</td>
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<tr>
<td>Community Development Block Grant Application</td>
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<td>New</td>
<td>02/21/2017</td>
<td>75%</td>
<td>Awaiting funding announcement</td>
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<tr>
<td>Infrastructure funding for County Roads</td>
<td>Normal</td>
<td>New</td>
<td>07/18/2017</td>
<td>50%</td>
<td>Ongoing</td>
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<tr>
<td>Reid Stafford Road</td>
<td>Normal</td>
<td>New</td>
<td>03/07/2017</td>
<td>25%</td>
<td>ROW requirements still be obtained in certain areas.</td>
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<tr>
<td>St. Marys Cove Boat Ramp Grant</td>
<td>High</td>
<td>New</td>
<td>07/02/2019</td>
<td>50%</td>
<td>90% Plans are complete. We’re in the FINAL Stage with DEM and Army Corp of Engineers</td>
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<tr>
<td>St Marys Cove Boat Ramp Grant Phase 2</td>
<td>High</td>
<td>New</td>
<td>01/05/2020</td>
<td>5%</td>
<td>Funding was awarded in late August. Waiting on funding agreements from the State. $36,214 approved.</td>
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<tr>
<td>Fairgrounds CDBG Grant Application</td>
<td>High</td>
<td>New</td>
<td>01/05/2020</td>
<td>5%</td>
<td>Application was submitted 8/2020. $2mil project total for renovations to the Exhibit Hall at the Baker County Fairgrounds. Funding to be announced soon.</td>
</tr>
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</table>

Sara Little presented the board report over $4500 without comment.

Sara Little presented the Board with a CARES Act update. Mrs. Little stated Florida is in a review state. Mrs. Little also went over the America rescue plan was approved on March 11, 2021 and signed by President Biden, if Baker County received funding straight from the government, we should see funding 60 days from approval and that will fall on May 10, 2021.

Sara Little presented an Award of bid. This is for the monthly pest control services for our county buildings, our recent contract as expired held by Terminex. We are now recognizing award to Knox Pest Control with a total of $770.00 a month. Commissioner Mark Hartley moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. The motion carried unanimous.

Sara Little presented St. Mary’s Cove Boat Ramp Phase 2 Contract Agreement. Mrs. Little stated this is the second phase to the project which got approval funding for the design engineering and permitting for restrooms and lighting for a total of $36,214.00. Mrs. Little did state that we will have to go back and apply for the construction funding in the future. At this time, we are entering contract with FWIP with an ending date of June 30, 2023. Commissioner James Bennett moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. The motion carried unanimous.
Meeting adjourned.

_______________________________________                             ______________________________________
Stacie D. Harvey, Clerk                             Oliver J. Anderson, Chairman
BAKER COUNTY BOARD OF COMMISSIONERS

MINUTES

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PUBLIC HEARING

Commissioner Anderson called the meeting to order and opened the public hearing.

Lara Diettrich in ordinance with Chief Trevor Nelson presented Community Planning Assistance for Wildfires (CPAW), planning for consideration, this discuss at length and can be heard on audio file. Commissioner James Bennett moved to approve as presented. Commissioner Cathy Rhoden seconded the motion. The motion carried unanimous.

Lara Diettrich presented Ordinance 2021-02 and companion Ordinance 2021-02 regarding a Small-Scale land use amendment for Clayton and Tabitha Blackshear. Mr. and Mrs. Blackshear have submitted two applications requesting a change in land use and zoning. The subject parcel is located at Ira Starling Road at the south east corner where it diverts southward to connect with Mudlake Road, consisting of 2.50 +/- acres. The subject parcel has a land use of Agriculture B (AG B) and a zoning district of Agriculture 7.5 (AG 7.5). The Applicant is requesting a change in land use from Agriculture B to very Low Density Residential. The Applicant proposes a change in zoning from Agriculture 7.5 (AG 7.5) to Residential Conventional and Mobile Home 2.5 (RCMH 2.5). The Applicant proposes a change in zoning to bring the subject parcel into compliance for future use.

Chairman Anderson called for public comments. Michael Gray and Tim Starling spoke against the matter due to drainage. Clayton Blackshear the applicant of the property spoke just asking for zoning, stating the new owner will have to take care of any permits to come. Greg Borree spoke with mutual sides, stating issue could be resolved with easement.

Lara Diettrich presented Ordinance 2021-026 and companion Ordinance 2021-027 regarding Small Scale Land Use Amendment and Rezoning for Erin Bullard. Ms. Bullard, the trustee on behalf of the Bethel Prayer Retreat, LLC, has submitted an application for a Small-Scale Land Use Amendment and Rezoning. The subject parcel is
located at the southwest quadrant of I-10 and CR 125 and consists of 19.96 +/- acres. The subject parcel’s future land use category is Agriculture B (AG B), and its zoning district is Agriculture 7.5 (AG 7.5). The Applicant is requesting a Small-Scale Land Use Amendment to change the land use from its current future land use category of Agriculture B to Commercial (COM). The Applicant’s intent is to create a prayer retreat where people may come to commune with God and nature. The applicant proposes the following structures and accessories, a maximum of

ten 8’ by 8’ prayer cabins, a 12’ welcome/reception building with screened porch, ADA public restroom facility, various storage sheds for equipment storage purposes building with screened porch, ADA public restroom facility, various storage sheds for equipment storage purposes only, a 30’ by 30’ caretakers’ cottage, and fifteen benches placed throughout the property’s nature trails.

Chairman Anderson called for public comments. There were no public comments.

Lara Diettrich presented Ordinance 2021-028 regarding a rezoning for Aaron Fish. Mr. Fish has submitted an application for a change in zoning for the subject parcel located west of CR 127, north of O.C. Horne, on the southwest quadrant of Benny Jo Bennett Road and Frenda Road. The subject parcel has a future land use of Agriculture B (AG B), a zoning district of Agriculture 7.5 (AG 7.5) and consists of 5.95 +/- acres. The Applicant is requesting a change of zoning district from its current zoning district Agriculture 7.5 (AG 7.5) to Agriculture 5 (AG5). The applicants’ intent is to change the zoning to bring their parcel into compliance for future use. Due to the subject parcel’s acreage not being consistent with its zoning district’s requirements, the subject parcel is a non-conforming lot of record. Therefore, a zoning change is required.

Chairman Anderson called for public comments. There were no public comments.

Lara Diettrich presented the Final Development Plan for a Subdivision. Mark and Allison Broughton submitted an application with the Baker County Community Development Department to complete the subdivision review and approval process for their project located on Mudlake Road and Corban Way. The applicants had their exemption to subdivision requirements for preliminary review and its companion rezoning approved on January 19, 2021. The subdivision is comprised of 24.94 +/- acres, three five-acre parcels and one 9.94 +/- acre parcel. The Broughton’s homestead was on the parent parcel but has since been sold. The plat has been prepared and will be presented for confirmation that it depicts all that was proposed and approved. Upon final approved, mylars will be presented for review by a County On-Call Surveyor and signed by all those required, in turn, it will be recorded with the Clerk of the Court.

Lara Diettrich presented Ordinance 2021-029 regarding Rezoning for Mark and Allison Broughton, on behalf of Nex Holdings, LLC. Mr. and Mrs. Broughton have submitted an application with the Baker County Community Development Department requesting a Rezoning for the subject parcel located at the eastern quadrant of I-10 and US 90, fronting I-10 on the south and US 90 on the north, having access to Timber Trail, and adjacent to the east of the Faith Bible Church. The subject parcel has future land use categories of and Medium Density Residential (MDR), a zoning district of Recreation, and consists of 67.45 +/- acres. The subject parcel was an active zip line recreational park, however, has since closed.

The Broughtons are going to build their new homestead on the subject parcel. At this time, there are pasture lands and active silviculture and there are no current plans for any further development other than their proposed homestead.

Lara Diettrich presented Ordinance 2021-030 and companion Ordinance 2021-031 regarding a Small-Scale Land Use Amendment and Rezoning for Buck and Charlotte Oden. Mr. and Mrs. Oden have submitted applications for a change in land and zoning. The subject parcel is located at northwest quadrant of I-10 and CR 125, adjacent to the west of the Journey Store and east of the Island Oaks RV Park & Resort. The subject parcel is 14.05 +/- acres with a future land use category of Agriculture B(AGB) and zoning district is Agriculture 7.5 (AG 7.5). The applicants are requesting a Small-Scale Land Use Amendment to change the future land use of Agriculture B (AG B) to Commercial (COM).
The Applicants are requesting a Rezoning to change the zoning district from Agriculture 7.5 (AG 7.5) to Commercial Highway (CH). The applicant’s intent is to change the zoning district to position the property for future commercial uses. The location of the subject parcel is ideal for Commercial uses as it is located at an interchange of the southernmost federal highway and a County roadway that functions as major arterial roadway.

Page 3
MINUTES - Public Hearing
April 20, 2021

Lara Diettrich presented Ordinance 2021-032 regarding Large Scale Land Use Amendment (AG A to AG B) for William E. Tully. Mr. Tully, P.E. is the agent and the Vice President of K & E Landcom, Inc. and has submitted an application requesting to change the future land use category for approximately 48.78 +/- acres located at the northeast quadrant of I-10 and CR 229. The subject parcel has approximately 3,000 +/- linear fronting I-10 and approximately 985 +/- linear feet fronting CR 229. This parcel was part of the collective that had been assigned Interstate Related Commercial (IRC) future land use years ago. The County created the category and placed it on the Future Land Use Map (FLUM) without inserting it into the Comprehensive Plan in any way. There was zero substance, justification, or mention of the IRC future land use category in any of the goals, objectives, and policies; nor was it mentioned in the Ordinance Codes Land Development Regulations. Therefore, the County discontinued the IRC future land use category on the FLUM and reverted each of the 81 parcels who had been assigned the IRC category back to their previous future land uses.

The Applicant did not become aware of the reversions back to the previous future land use until the County already completed the entire process, the Department of Economic Opportunity (DEO) reviewed and approved it; and the County adopted it on December 15, 2020, for which the Applicant was present for to speak. Ms. Diettrich offered a resolution to administratively prepare and process Large Scale Land Use Amendments at no charge to any landowners who may have a similar situation, that is, a parcel that has attributes that would be fitting change to a future land use category other than their previous category.

Meeting adjourned.

____________________________________  ______________________________
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TIME: 14:25:59

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CHECK REGISTER − BY FUND

3

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04/19/21 2367

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CFX OFFICE TECHNOLO 27

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FACA CONFERENC−LITT
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1YR TRAINING SUBSC−
BOOK PROCESS/TAGS−L
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TIRE SHINE/CAR WA−E
BKGRN CHK G POORE−E
ROLL OF STAMPS−ADM
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FUND - 1055 - NATIONAL FOREST/TITLE III

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TOTAL FUND

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TOTAL CASH ACCOUNT

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|  |  |  |  |  |  |  |  |  |  |

TOTAL FUND

|  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |

TOTAL CASH ACCOUNT

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TOTAL FUND

<p>| | | | | | | | | | |
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| 104000    | 93942    | 04/22/21 | 375    | SCHINDLER ELEVATOR   | 922  | 54600       | ELEV MAINT MAY-JUL2 | 0.00   | 2,346.45|

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TOTAL FUND | 0.00 | 6,724.45|
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**Selection Criteria:**  
`transact.trans_date>'20210414 00:00:00.000'`  
**Accounting Period:** 7/21

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| AMOUNT | 1,137.60 |

**TOTAL FUND**

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**TOTAL FUND**: 0.00 80.00
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2,562.00

**TOTAL FUND**

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TOTAL CASH ACCOUNT 0.00 25,649.32
TOTAL FUND 0.00 25,649.32
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<th>DEPT/FUND</th>
<th>ACCNT</th>
<th>----DESCRIPTION----</th>
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<td>75</td>
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<td>TOTAL CHECK</td>
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<td>75</td>
<td>REID STAFF PROF SER</td>
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TOTAL CASH ACCOUNT: 0.00  146,531.60  
TOTAL FUND: 0.00  146,531.60  
TOTAL REPORT: 0.00  778,023.65
Professional Services Proposal
BCCOA Bus Wash Facility
Baker County Transportation Center

April 19, 2021

TARBOX Consulting and Design, Inc. (TARBOX) is pleased to present this Professional Services Proposal (PROPOSAL) to Baker County, Florida (CLIENT).

This PROPOSAL describes professional services to be provided by TARBOX to complete engineering design and permitting for a new Bus Wash facility located at the Baker County Transportation Center site (hereinafter “PROJECT”).

**PROJECT SCOPE**

TARBOX understands the PROJECT scope (SCOPE) is defined as follows:

**LOCATION:**
9264 Buck Starling Road  
Macclenny, FL 32063  
Real Estate ID: 05-3S-22-0000-0000-0160

**IMPROVEMENTS:**

PROJECT SCOPE includes the following civil design/permitting services.

**Site and Utilities Plan**

TARBOX will prepare plans for horizontal improvements for a proposed bus washing facility based on architectural plans prepared by Dixon Design Studios, LLC dated 12/3/2020. Work to be completed under this proposal includes:

1. Civil demolition plan and site plan for 40’ x 22’ bus wash bay plus an attached 15’4” x 8’-8” equipment room.
2. Site grading plan.
3. Industrial wastewater pre-treatment equipment.
4. Connections to existing, on-site water and wastewater infrastructure.
PHASE 1: PLANNING

Task 1.1 Data Collection and Consultant Coordination

TARBOX will coordinate the collection of data required to design and permit the civil works of the PROJECT. TARBOX anticipates the following will be required.

1. Coordinate with surveyor to complete as-built survey of the existing site in the area to be affected by the Bus Wash Building.
2. Coordinate with Baker County Council on Aging staff regarding their requirements for the proposed civil improvements.
3. Coordinate with the City of Macclenny Utility Department regarding the proposed connection and pre-treatment requirements.

Task 1.2 Concept Plan

TARBOX will prepare a Concept Plan showing the Bus Wash Building added to the existing site along with minor modifications to existing pavement and curbing. This Concept Plan will also show proposed connections to existing onsite water and wastewater utilities.

PHASE 2: ENGINEERING DESIGN, PLANS AND PERMITTING

Task 2.1 Engineering Plans and Permitting

With CLIENT’s approval of the Concept Plan, TARBOX will complete civil engineering plans (demolition plan, geometry, proposed grades and on-site water and sewer utilities improvements) and calculations (expected water demand and wastewater generation based on wash equipment selected by CLIENT or CLIENT’s authorized representative) for CLIENT and agency review.

TARBOX will prepare and submit the following permit application packages:

1. City of Macclenny Utility Department – Industrial Wastewater Connection
2. FDEP – Permit Determination for Industrial Wastewater System

The agency-approved plans will serve as construction plans.
SCHEDULE

PROJECT milestone completion times are estimated in Table 1. Times represent the number of months from the date of CLIENT’s Notice to Proceed (NTP).

**Table 1. Estimated Engineering and Permitting Schedule**

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Time to Completion <em>(months from NTP)</em></th>
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<tbody>
<tr>
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<td>Data Collection</td>
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<tr>
<td>1.2</td>
<td>Concept Plan</td>
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<td>2.1</td>
<td>Engineering Plans and Permitting</td>
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<tr>
<td></td>
<td>(1) City of Maccleenny Utility Department</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>(2) FDEP – Industrial Wastewater (Permit Determination)</td>
<td>2</td>
</tr>
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</table>

\[ \text{Time to Completion} = 2 \]

COMPENSATION

CLIENT agrees to compensate TARBOX for Basic Services work performed in accordance with the Table 2 billing schedule. The fees listed below are for engineering services only and do not include fees for other consultants, application fees or reimbursable expenses.

**Table 2. Billing Schedule**

<table>
<thead>
<tr>
<th>Phase and Task</th>
<th>Phase 1 - Planning</th>
<th>Fee</th>
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<tr>
<td>1.1 – 1.2 Data Collection/ Concept Plan</td>
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</tr>
<tr>
<td>2.1</td>
<td>(1) City of Maccleenny Utility Department</td>
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</tr>
<tr>
<td></td>
<td>(2) FDEP – Industrial Wastewater (Permit Determination)</td>
<td></td>
</tr>
</tbody>
</table>

\[ \text{Total Fees for Civil Engineering Services} = \ \$ 11,450 \]

Please see attached a Basis of Fee summary.
DELIVERABLES

TARBOX will provide CLIENT with the following deliverables:

1. digital (PDF) copies of application submittals and permits received;
2. digital (PDF) and/or paper copies of approved engineering plans

LIMITATIONS AND EXCLUDED SERVICES

This PROPOSAL is based on information considered by TARBOX at the time this PROPOSAL was prepared. Services provided under this PROPOSAL are hereby qualified by the limitations and exclusions listed below.

1. This PROPOSAL includes only services explicit herein.
2. This PROPOSAL assumes that existing water and sanitary sewer services to the Bus Wash Facility site have adequate capacity for the intended improvements and that modifications to these utilities (other than connections to) will not be required.
3. This PROPOSAL assumes that plans and specifications for the bus wash equipment (spray equipment, detergent feed lines, recirculation equipment, etc.) will be selected by CLIENT and/or CLIENT’s authorized representative. This PROPOSAL does not include services for TARBOX to select or design wash equipment. This PROPOSAL further assumes that CLIENT or CLIENT’s authorized representative will provide TARBOX with wash equipment water demand and wastewater generation estimates if possible. If this information is not available at this time, TARBOX will estimate values based on operation characteristics.
4. This PROPOSAL assumes that wastewater will connect to the existing on-site wastewater collection system via a gravity drain pipe and that a pumping system will not be required to make the connection.
5. This PROPOSAL includes general specifications to be provided on a General Notes engineering plan sheet. This PROPOSAL does not include outline or detailed specifications.
PROPOSAL ACCEPTANCE

The following signatures by authorized representatives of TARBOX and CLIENT indicate that this PROPOSAL is hereby accepted by both parties.

TARBOX Consulting and Design, Inc.
3716 Rubin Road
Jacksonville, Florida 32257

Authorized Representative: Troy Tarbox, P.E.
Title: President

Signature: ___________________________ Date: 4/19/21

Troy Tarbox

Baker County
55 North Third Street
Macclenny, FL 32063

Authorized Representative: Sara Little
Title: County Manager

Signature: ___________________________ Date: __________

Sara Little

Attachments:

Basis of Fees
**BASIS OF FEES**

Bus Wash Facility  
Baker County Transportation Center  
9264 Buck Starling Road  
Macclenny, Florida 32063

**TARBOX Consulting and Design, Inc. (PRIME CONSULTANT)**

<table>
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<tr>
<th>Task</th>
<th>Task Description</th>
<th>Staff Classification; Hourly Billing Rate</th>
<th>TARBOX Staff Hours</th>
<th>TARBOX Cost by Task</th>
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<td>$5,950.00</td>
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**SUBCONSULTANT SERVICES**

- Surveyor: $800.00
- Geotechnical Engineer: $-
- Wetland Scientist: $-

Sub-Consultant Allowance = $800

**REIMBURSABLE EXPENSES**

- Application Fees = $-
- Mileage Expenses = $114
- Reprographic Expenses = $7
- Direct Office Expenses = $4

Reimbursable Expense Allowance = $125

**TOTAL LUMP SUM PROPOSAL AMOUNT**

Total Lump Sum Fee Proposal = $11,450
RESOLUTION NO. 2021 – 16

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA, TO VACATE THE PLAT AS RECORDED ON FEBRUARY 9, 2021, IN THE OFFICIAL RECORDS OF BAKER COUNTY, FLORIDA, SPECIFICALLY PLAT BOOK 4, PAGES 47-48; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Baker County was asked by George Knabb, the original applicant, to vacate a plat in order to conform and record a correct plat pursuant to Florida Statutes; and

WHEREAS, Baker County wishes to vacate the Plat as recorded on February 9, 2021, in the Official Records of Baker County, Florida, specifically Plat Book 4, Pages 47-48; and

WHEREAS, the owners of property in the vicinity of the lands herein described and the general public will not be adversely affected by vacating the above reference plat; and

WHEREAS, the Board of County Commissioners of Baker County, Florida finds that the adoption of this resolution is in the best interest of Baker County, Florida and its citizens.

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

Section 1. Adoption and Incorporation of Recitals. The Board of County Commissioners of Baker County, Florida adopts the recitals outlined above and incorporates them herein as an adopted as part of this resolution.

Section 2. Plat Vacated. The Baker County Board of County Commissioners does hereby vacate the Plat as recorded on February 9, 2021, in the Official Records of Baker County, Florida, specifically Plat Book 4, Pages 47-48. All rights and interests of Baker County and the public existing in the platted lands are hereby disclaimed and abandoned.
Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

Section 4. Recording. The Board of County Commissioners of Baker County, Florida hereby instructs staff to take any and all necessary steps to ensure proper filing of this resolution and to do so as quickly and efficiently as possible.

PASSED AND DULY ADOPTED with a quorum present and voting, by the Board of County Commissioners of Baker County, Florida, this _____ day of May, 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

_____________________________________
Oliver J. Anderson,
Chairman

ATTEST:

_____________________________________
Stacie Harvey,
Clerk to the Board
Additional Terms and Conditions for Rural and State Grant
21-04-01

The terms of this document supplement the terms and conditions contained in in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

1. GENERAL TERMS AND CONDITIONS
By executing this agreement, the Grantee agrees to the following:

1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

1.1.1. this document;
1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
1.1.3. the Grantee’s award letter; and
1.1.4. the Grantee’s submitted Application.

1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.

1.3. The term of this agreement begins on April 19, 2021 and ends on April 18, 2022.

1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.


1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.

1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.
2. **AUTHORITY**

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. **OBLIGATION TO PAY**

The State’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. **MODIFICATION**

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

<table>
<thead>
<tr>
<th>Deliverable No. 1 – Tasks to complete one year of E911 System Maintenance</th>
<th>Performance Standard</th>
<th>Documentation</th>
<th>Financial Consequences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete all work to</td>
<td>Complete one year of E911 System Maintenance</td>
<td>1) Reimbursement claim in accordance with Section 15, below.</td>
<td>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</td>
</tr>
<tr>
<td>Complete one year of E911 System Maintenance</td>
<td>in accordance with the Grantee’s contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be amended to attach this contract once obtained by the Grantee].</td>
<td>2) The Grantee shall submit copies of:</td>
<td>1. Temporarily withhold cash payments pending correction of the deficiency by Grantee;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. Any contracts or purchase orders with vendors;</td>
<td>2. Disallow all or part of the cost of the activity or action not in compliance;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Vendor invoices;</td>
<td>3. Wholly or partly suspend or terminate the current award for the Grantee;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Proof of payment to vendors; and</td>
<td>4. Suspend or deny future grant awards; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Proof of receipt of deliverables.</td>
<td>5. Take other remedies that may be legally available.</td>
</tr>
</tbody>
</table>

DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.

TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED $5,501.26
5. CONTACTS

5.1. The Department’s Grant Manager is responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Department’s liaison with the Grantee. As part of his or her duties, the Department’s Grant Manager will:

5.1.1. Monitor and document the Grantee’s performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;

5.1.2. Review all documentation for which the Grantee requests payment; and

5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

| The Department’s Grant Managers responsible for the administration of this Agreement are: |
| Leon Simmonds, State 911 Coordinator |
| 4030 Esplanade Way |
| Tallahassee, FL 32399 |

5.2. The Grantee’s Agreement Manager is responsible for monitoring performance of this Agreement’s terms and conditions and will serve as the Grantee’s liaison with the Department. As part of his or her duties, the Grantee’s Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

| The Grantee’s Agreement Manager responsible for the administration of this Agreement is: |
| The County 911 Coordinator, named in the Application. |

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department’s request.

6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department’s authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.

7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

7.3 If the Grantee’s record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department’s record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, “Guidelines for Media Sanitization” (2006). See http://csrc.nist.gov.

7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A–87).

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity.
by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;

10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;

10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;

10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or

10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee’s failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

11.1. terminate this Agreement in accordance with Section 12, Termination, below;

11.2. withhold or suspend payment of all or any part of a request for payment;

11.3. exercise any corrective or remedial actions, including but not limited to:
   11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
   11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
   11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement’s purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the
project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.

12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days’ prior written notice.

12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:

12.5.1. not incur new obligations for the terminated portion of the Agreement; and

12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.

13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor’s compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

13.2. With the Grantee’s approval, the Grantee’s contractor may subcontract work performed, and the Grantee’s contractor will be fully responsible for satisfactory completion of all subcontracted work.

13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor’s compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is http://www.uscis.gov/e-verify.

14.4. In accordance with section 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial brand, or any state agency.

15. MISCELLANEOUS

15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.

15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.

15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
15.7. **Electronic Funds Transfer Enrollment.** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State’s Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: [http://www.myfloridacfo.com/Division/AA/Vendors/](http://www.myfloridacfo.com/Division/AA/Vendors/). Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

15.8. **Survival.** Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

15.9. **Notices.** All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

---

I hereby affirm my authority and responsibility for the use of funds requested.

**Grantee**

______________________________

Signature - Chair, Board of County Commissioners or County Manager

______________________________

Printed Name

**Grantor**

______________________________

Department of Management Services

______________________________

Printed Name

Date: ________________

Date: ________________
APPLICABLE STATUTES AND REGULATIONS
The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

<table>
<thead>
<tr>
<th>Florida Statutes (F.S.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty</td>
</tr>
<tr>
<td>§ 20.055, F.S. - Agency inspectors general</td>
</tr>
<tr>
<td>Chapter 112, F.S. - Public Officers and Employees: General Provisions</td>
</tr>
<tr>
<td>Chapter 119, F.S. - Public Records</td>
</tr>
<tr>
<td>§ 215.34, F.S. - State funds; noncollectible items; procedure</td>
</tr>
<tr>
<td>§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance</td>
</tr>
<tr>
<td>§ 215.97, F.S. - Florida Single Audit Act</td>
</tr>
<tr>
<td>§ 215.971, F.S. - Agreements funded with federal or state assistance</td>
</tr>
<tr>
<td>§ 216.301, F.S. - Appropriations; undisbursed balances</td>
</tr>
<tr>
<td>§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited</td>
</tr>
<tr>
<td>§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis</td>
</tr>
<tr>
<td>§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay</td>
</tr>
<tr>
<td>§ 273.02, F.S. - Record and inventory of certain property</td>
</tr>
<tr>
<td>§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities</td>
</tr>
<tr>
<td>§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities</td>
</tr>
<tr>
<td>§ 287.135, F.S. - Prohibition against contracting with scrutinized companies</td>
</tr>
<tr>
<td>Chapter 443, F.S. - Reemployment Assistance</td>
</tr>
<tr>
<td>§ 501.171, F.S. - Security of confidential personal information</td>
</tr>
</tbody>
</table>

Florida Administrative Code (F.A.C.)

Rule Chapter 69I-5 - State Financial Assistance

Memoranda

CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements

CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

<table>
<thead>
<tr>
<th>Florida Statutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</td>
</tr>
</tbody>
</table>

Florida Administrative Code

Rule Chapter 60FF-6 - State E911 Plan

Rule Chapter 60FF1-5 - E911 Board

Grant Number: 21-04-01
Grant Award Date: 4/15/2021
Catalog of State Financial Assistance number: 72.001
Catalog of State Financial Assistance title: Wireless 911 Emergency Telephone System Rural County Grant Program
The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

2. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonprofit entity’s resources (i.e., the cost of such an audit must be paid from the Grantee’s resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

   a. The Department at each of the following addresses:
      
      Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

      Or

      Paper (hard copy):
      The Department of Management Services
      E911 Board
      4030 Esplanade Way
      Tallahassee, FL, 32399

   b. The Auditor General’s Office at the following address:
      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.
Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:
   Federal/State Project:

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:
   
   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   Federal/State Awarding Agency: State of Florida, Department of Management Services
   Catalog of State Financial Assistance Title and Number: 72.001 Wireless 911 Emergency Telephone System Rural County Grant Program
   Amount: $5,501.26

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement 21-04-01 between the Grantee and the Department, entered in State Fiscal Year 2020-2021
April 19, 2021

Ms. Cheryl Rewis
Finance Director, Baker County BOCC
339 East Macelenny Avenue
Macelenny, FL 32063

FEID #: 59-6000508

Subject: Spring 2021 Rural County - Reimbursement Grant Program

Dear Ms. Rewis:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county.

Please see the attached grant award agreement for details regarding applicable funding rules for the NG-911 Federal grant program that your grant award may requires.

The following provides details concerning the Spring 2021 grant(s) to Baker County:

<table>
<thead>
<tr>
<th>Grant Number</th>
<th>CSFA #</th>
<th>Amount Requested</th>
<th>Amount Approved</th>
<th>Purpose</th>
<th>Federal Funding</th>
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<tr>
<td>21-04-01</td>
<td>72.001</td>
<td>$5,501.26</td>
<td>$5,501.26</td>
<td>E911 System Maintenance</td>
<td>No Association</td>
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<td><strong>Total Grant Awards:</strong></td>
<td></td>
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</table>

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:


Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.
The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

Matthew Matney, Chief
Bureau of Public Safety - E911

cc: Baker County 911 Coordinator
Memorandum

To: Sara Little, County Manager

From: Robert Fletcher, Road Superintendent

Date: April 26, 2021

Re: Request for Roll off can order approval for May 4, 2021 BOCC agenda

Please add the following items to the BOCC meeting agenda:

Request for approval for ordering 6 new roll off containers based off City of Lakeland contract pricing. Quote and contract pricing attached.
Iron Container LLC

BILL TO:
Baker County Solid Waste
8156 Cypress St.
Sanderson
FL
32087

SHIP TO:
8156 Cypress St.
Sanderson
FL
32087

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<table>
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<tr>
<th>S.No</th>
<th>Product Details</th>
<th>Quantity</th>
<th>List Price Unit</th>
<th>Tax total</th>
<th>Total</th>
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<td>Roll Off 40 OTC - Standard Open Top Roll-off Container - Tub Style -</td>
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</tr>
<tr>
<td></td>
<td>22ft skid - 3/16&quot;Floor - 18 Gauge Sides - 18&quot; Centers on Cross-members - 6&quot; x 2&quot; x 3/16&quot; Floor Sills - 4&quot;x 3&quot; x 3/16&quot; Top Rail - HD Parts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Roll Off 20 OTC Tub - Standard RO 20 T</td>
<td>4</td>
<td>$3,979.69</td>
<td>$0.00</td>
<td>$15,918.76</td>
</tr>
<tr>
<td></td>
<td>Roll Off 20 OTC - Standard Open Top Roll-off Container - Tub Style -</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>20ft skid - 3/16&quot;Floor - 18 Gauge Sides - 18&quot; Centers on Cross-members - 6&quot; x 2&quot; x 3/16&quot; Floor Sills - 4&quot;x 3&quot; x 3/16&quot; Top Rail - HD Parts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Freight - Central Florida - Standard Flatbed Delivery Freight</td>
<td>2</td>
<td>$550.00</td>
<td>$0.00</td>
<td>$1,100.00</td>
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<tr>
<td></td>
<td>Freight - Central Florida - Standard Flatbed Delivery</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Sub Total | $27,494.94 |
| Tax        | $0.00      |
| Adjustment | $0.00      |
| Discounts  | $0.00      |
| Grand Total| $27,494.94 |

Sales Taxes are an estimate only. Actual charges will be calculated at the time of shipping.
February 22, 2021

Mr. Julian Charles
Sales Director
Iron Container, LLC
8605 NW 74th Street
Miami, FL 33166

RE: Bid #6257 Temporary Price Increase

Dear Julian,

Pursuant to your request and our conversation, I have reviewed steel prices since the execution of our contract. The City will agree to a twenty-one percent (21%) increase across the board effective until August 31, 2021. At that time, we can re-evaluate the prices.

<table>
<thead>
<tr>
<th>Size</th>
<th>Old Price</th>
<th>New Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CY</td>
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<td>$434.39</td>
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<tr>
<td>2 CY</td>
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<td>$479</td>
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<tr>
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<td>8 CY</td>
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</tr>
</thead>
<tbody>
<tr>
<td>10 CY</td>
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<td>$3,011.69</td>
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<tr>
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<td>$3,979.69</td>
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<td>30 CY</td>
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<td>40 CY</td>
<td>$4,329</td>
<td>$5,238.09</td>
</tr>
</tbody>
</table>

Please sign below as an indication of your agreement with the above.

Sincerely,

Gene Ginn
Solid Waste Manager, COL

Julian Charles
Manager of Solid Waste
Iron Container, LLC

gene.ginn@lakelandgov.net
www.lakelandgov.net
RESOLUTION 2021-13

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT #41440417801 AND F.E.I.D #F59-6000508-042.

WHEREAS, the Florida Department of Transportation desires the execution of a Highway Lighting, Maintenance, and Compensation Agreement to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System.

NOW, THEREFORE, BE IT RESOLVED this 4th day of May, 2021 by the Board of County Commissioners of Baker County, Florida, that the Chairman of the Board of County Commissioners is hereby authorized to execute Highway Lighting, Maintenance, and Compensation Agreement between the Baker County Board of Commissioners and the Florida Department of Transportation for Financial Project ID: 41440417801.

BOARD OF COUNTY COMMISSIONERS
OF BAKER COUNTY, FLORIDA

________________________________________
Oliver J. Anderson, Chairman

ATTEST:

_________________________________
Stacie D. Harvey, Clerk
April 14, 2021

Baker County
55 North Third Street
MacClenny, Florida 32063

New Contract No: TBD
Old Contract No. AN558
Financial Project No. 41440417801
Description: State Highway Lighting, Maintenance and Compensation Agreement
Contract Period July 1, 2021 through June 30, 2028

Agency Partner,

Attached is the new Highway Lighting, Maintenance, and Compensation Agreement. It has been updated and improved to provide more flexibility in the prosecution and progress of the work. Once executed it will supersede the existing agreement (Item 7 c.).

Some of the changes include:

- The term of this agreement has been adjusted to be seven years. (Item 1 Section E); the existing agreement is essentially open-ended with automatic renewals.
- This new version authorizes your Agency to submit reimbursement claims to all third parties responsible for the damage; this allows you to pursue recovery from insurance agencies and individuals responsible for damage to the highway lighting system (Item 2).
- The current Agreement does not provide for an opt-out option. This new version allows either party to terminate the Agreement by a written notice. (Item 1 Section E).
- Prior to the beginning of each agreement year, it requires the Maintaining Agency to submit an amended Exhibit A to account for any new lights that have come on-line. (Item 2)
- Exhibit A was updated to better clarify the features covered and compensation amount.

Attached, for comparison, is the current agreement information and the new agreement language and exhibits. Please fill out and sign the agreement, complete the spreadsheet, and return to my attention no later than May 31, 2021. This will give us time to execute the new agreements prior to the expiration of the existing agreement year.

Please attach the appropriate documentation for signature authority or a resolution for the individual executing the agreement.

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov
The total payment amount for each Fiscal Year is calculated by inputting the actual number of qualifying types of lights and multiplying by the Unit Rate and 90%. Example: 330 (lights) x $291.26 x 0.90 (90% Requirement) = $86,533.92

Should you not wish to execute the new agreement please let us know and we shall continue to operate under the terms of the original agreement.

If you have any questions, please see the contact information below.

Sincerely,

Sandra Brink
District 2 Maintenance Contracts
sandra.brink@dot.state.fl.us
(386)961-7585

Lisa Butler
District 2 Maintenance Contracts
lisa.butler@dot.state.fl.us
(386)961-7382
THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "FDOT", and Baker County, hereinafter referred to as the "MAINTAINING AGENCY";

WITNESSETH:

WHEREAS, FDOT is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the MAINTAINING AGENCY has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the MAINTAINING AGENCY has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, FDOT has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the MAINTAINING AGENCY. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the MAINTAINING AGENCY agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, FDOT and the MAINTAINING AGENCY hereby agree as follows:

1. Maintenance of Facilities
   a. The MAINTAINING AGENCY shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of FDOT. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

   The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both FDOT and the MAINTAINING AGENCY. Any Facilities added to Exhibit A during the FDOT’s fiscal year shall be maintained and operated by the MAINTAINING AGENCY upon the FDOT’s final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the MAINTAINING AGENCY and FDOT shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

   The MAINTAINING AGENCY will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the FDOT’s fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by FDOT. In the event that no change is made to the previous year’s Exhibit A, a certification from the MAINTAINING AGENCY shall be provided to FDOT certifying that no change has been made to Exhibit A during FDOT’s previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to FDOT’s fiscal year, beginning July 1st and ending June 30th.

   In maintaining the Facilities, the MAINTAINING AGENCY shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by FDOT.
c. All maintenance must be in accordance with the provisions of the following:
   (1) Manual of Uniform Traffic Control Devices; and
   (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.

d. For lighting installed as part of a FDOT project, the MAINTAINING AGENCY’s obligation to maintain the Facility commences upon the MAINTAINING AGENCY’s receipt of notification from FDOT that FDOT has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the MAINTAINING AGENCY is not required to perform any activities which are the responsibilities of FDOT’s contractor.

Prior to acceptance by FDOT, the MAINTAINING AGENCY shall have the opportunity to inspect and request modifications/corrections to the installation(s). FDOT agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.

e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the MAINTAINING AGENCY choose to terminate the Agreement, the MAINTAINING AGENCY shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the FDOT’s fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the MAINTAINING AGENCY. Maintenance obligations for lights owned by the MAINTAINING AGENCY will remain the responsibility of the MAINTAINING AGENCY. Nor does termination of this Agreement operate to relieve the MAINTAINING AGENCY of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the MAINTAINING AGENCY a sum of $10,571.22 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the MAINTAINING AGENCY shall submit an amended Exhibit A or a certification of no change to Exhibit A and FDOT and the MAINTAINING AGENCY shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. FDOT will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an FDOT-signed letter of authorization to the MAINTAINING AGENCY with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the MAINTAINING AGENCY, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the MAINTAINING AGENCY and returned to FDOT. Failure by the MAINTAINING AGENCY to take any of the actions required by this paragraph may result in nonpayment by FDOT.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the MAINTAINING AGENCY, so they may pursue all claims and causes of actions against the third parties responsible for the damage. FDOT will assist the MAINTAINING AGENCY and will confirm the MAINTAINING AGENCY’s authorization to pursue recovery. The MAINTAINING AGENCY will be responsible for all attorneys’ fees and litigation costs incurred in its recovery activities.
3. **Record Keeping**

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

4. **Invoicing**

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer’s Hotline, 1-800-848-3792.

The State of Florida’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

**FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year.

5. **Default**

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

a. Pursue a claim for damages suffered by **FDOT** or the public.

b. Pursue any other remedies legally available.

c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.
6. **Force Majeure**

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. **Miscellaneous**

   a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

   b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.

   c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.

   d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.

   e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

   **MAINTAINING AGENCY:**

   
   Baker County  
   Sara Little, County Manager  
   55 N. Third St.  
   Macclenny, Florida 32063  

   **FDOT:**

   
   Florida Department of Transportation  
   District Maintenance Contracts, MS- 2010  
   1109 South Marion Avenue  
   Lake City, Florida 32055  

   f. **PUBL CHICR STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

   g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving $1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department’s determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

i. Nothing herein shall be construed as a waiver of either party’s sovereign immunity.

j. MAINTAINING AGENCY:

1. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the MAINTAINING AGENCY during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

3. 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 Agreement term and following completion of the Agreement if the Maintaining Agency does not transfer the records to FDOT

4. Upon completion of the Agreement, transfer, at no cost, to FDOT, all public records in possession of the Consultant or keep and maintain public records required by FDOT to perform the service. If the Consultant transfers all public records to FDOT upon completion of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FDOT, upon request from FDOT’s custodian of public records, in a format that is compatible with the information technology systems of FDOT

5. Failure by the Maintaining Agency to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by FDOT
IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 1**
863-519-2623  
[D1prcustodian@dot.state.fl.us](mailto:D1prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 1 – Office of General Counsel  
801 N. Broadway  
Bartow, FL 33830

**District 2**
386-758-3727  
[D2prcustodian@dot.state.fl.us](mailto:D2prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025

**District 3**
850-330-1391  
[D3prcustodian@dot.state.fl.us](mailto:D3prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 3 - Office of General Counsel  
1074 Highway 90 East  
Chipley, FL 32428

**District 4**
954-777-4529  
[D4prcustodian@dot.state.fl.us](mailto:D4prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 4 – Office of General Counsel  
3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309

**District 5**
386-943-5000  
[D5prcustodian@dot.state.fl.us](mailto:D5prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 5 – Office of General Counsel  
719 South Woodland Boulevard  
Deland, FL 32720

**District 6**
305-470-5453  
[D6prcustodian@dot.state.fl.us](mailto:D6prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 6 – Office of General Counsel  
1000 NW 111 Avenue  
Miami, FL 33172-5800

**District 7**
813-975-6491  
[D7prcustodian@dot.state.fl.us](mailto:D7prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 7 - Office of General Counsel  
11201 N. McKinley Drive, MS 7-120  
Tampa, FL 33612

**Florida’s Turnpike Enterprise**
407-264-3170  
[TPprcustodian@dot.state.fl.us](mailto:TPprcustodian@dot.state.fl.us)  
Turnpike Enterprise Chief Counsel  
Florida Turnpike – Office of General Counsel  
Turnpike Mile Post 263, Bldg. 5315  
Ocoee, FL 34761

**Central Office**
850-414-5355  
[COprcustodian@dot.state.fl.us](mailto:COprcustodian@dot.state.fl.us)  
Office of the General Counsel  
Florida Department of Transportation  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458
8. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the MAINTAINING AGENCY in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled “Changes to Form Document” and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the MAINTAINING AGENCY hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled “Changes to Form Document.”

You MUST signify by selecting one of the applicable options:

- ☐ No changes have been made to this Forms Document and no Appendix entitled “Changes to Form Document” is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled “Changes to Form Document.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) ___________________________

(Printed Name: Sara Little ___________________________) Date: ____

(Printed Title: County Manager ___________________________)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) ___________________________

(Printed Name: Travis Humphries, P.E. ___________________________) Date: ____

(Printed Title: D2 Director of Operations ___________________________)

FDOT Legal Review

BY: (Signature) ___________________________

(Counsel) Date: ____

(Printed Name: Melissa Blackwell ___________________________)
Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 21/22

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the MAINTAINING AGENCY for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the MAINTAINING AGENCY:

1. See Attached Lighting Inventory Sheet
2. .................................................................
3. .................................................................
4. .................................................................
5. .................................................................
6. .................................................................

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, FDOT will pay the MAINTAINING AGENCY the Total Sum as provided in Section 2 of the Agreement. The MAINTAINING AGENCY will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $309.10 in fiscal year 21/22 shall increase to $318.37 in fiscal year 22/23.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and __%. Example: 330 (lights) x $____ (unit rate) x 0.90 (90% requirement) = $ 0.00

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<th># of lights</th>
<th>LED or HPS</th>
<th>Unit rate</th>
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Florida Department of Transportation Highway Lighting
Maintenance and Compensation Agreement

BAKER COUNTY
Sara Little, County Manager  904-275-2373

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STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

THIS AGREEMENT, entered into this 7th day of April, year of 2003, by and between the
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and
Baker County, hereinafter referred to as the "MAINTAINING AGENCY";

WITNESSETH:

WHEREAS, the MAINTAINING AGENCY has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the FDOT is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the MAINTAINING AGENCY has authorized its undersigned officers to enter into and execute this Agreement, and has designated the officer(s) authorized to receive and respond to the FDOT's work orders;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the MAINTAINING AGENCY hereby agree as follows:

1. Maintenance of Facilities

   a. The MAINTAINING AGENCY shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the MAINTAINING AGENCY, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the FDOT, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.

   b. In maintaining the Facilities, the MAINTAINING AGENCY shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.

   c. All maintenance shall be in accordance with the provisions of the following:

      (1) Manual of Uniform Traffic Control Devices; and,

      (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.

   d. For lighting installed as part of an FDOT project, the MAINTAINING AGENCY's obligation to maintain shall commence upon the MAINTAINING AGENCY's receipt of notification from the FDOT that the FDOT has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the MAINTAINING AGENCY shall not be required to perform any activities which are the responsibilities of FDOT's contractor.

   e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

2. Compensation and Payment

a. The FDOT agrees to pay to the MAINTAINING AGENCY a lump sum of $40,794.00 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be FDOT's fiscal year).

b. For each future fiscal year, the FDOT and the MAINTAINING AGENCY shall agree on the amount to be paid prior to the fiscal year beginning. The FDOT will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year.

c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.

d. Payment shall be made in accordance with Section 215.422, Florida Statutes.

e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the FDOT and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The MAINTAINING AGENCY shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the FDOT.

Records shall be maintained and made available upon request to the FDOT at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the FDOT upon request.

4. Invoicing

Upon receipt, the FDOT has five (5) working days to inspect and approve the goods and services. The FDOT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the MAINTAINING AGENCY. Interest penalties of less than one (1) dollar shall not be enforced unless the MAINTAINING AGENCY requests payment. Invoices returned to a MAINTAINING AGENCY because of MAINTAINING AGENCY preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The FDOT shall require a statement from the Comptroller of the FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the FDOT which are for an amount in excess of $25,000 and which have a term for a period of more than one (1) year.
The FDOT will provide a copy of the statement referenced above to the MAINTAINING AGENCY.

5. Default

In the event that the MAINTAINING AGENCY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:

a. Pursue a claim for damages suffered by the FDOT or the public.

b. Pursue any other remedies legally available.

c. As to any work not performed by the MAINTAINING AGENCY, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the MAINTAINING AGENCY if the MAINTAINING AGENCY fails to cure the non-performance within fourteen (14) days after written notice from the FDOT of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Indemnification

The MAINTAINING AGENCY, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save, and hold harmless, the State, the FDOT, and all of their officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the MAINTAINING AGENCY, its subcontractors, agents, or employees or due to any act or occurrence of omission or commission of the MAINTAINING AGENCY, its subcontractors, agents, or employees.

7. Force Majeure

Neither the MAINTAINING AGENCY nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

a. The FDOT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

b. The MAINTAINING AGENCY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the MAINTAINING AGENCY in conjunction with this Agreement. Failure by the MAINTAINING AGENCY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the FDOT.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.

d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
e. Time is of the essence in the performance of all obligations under this Agreement.

f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The MAINTAINING AGENCY shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

BAKER COUNTY BOARD OF COMMISSIONERS
55 NORTH THIRD STREET
MACCLENNY, FLORIDA 32063

FDOT:

H. Vince Camp
1109 South Marion Ave - MS 2024
Lake City, FL 32025-5874


g. PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

i. Nothing herein shall be construed as a waiver of either party’s sovereign immunity.
9. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the Maintaining Agency in the form of additions, deletions or substitutions are reflected only in an Appendix "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the Maintaining Agency hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes To Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) [Signature]
(Typed Name: ALEX ROBINSON)
(Typed Title: CHAIRMAN - BAKER COUNTY BOARD OF COMMISSIONERS)

DATE: March 17, 2003

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) [Signature]
(Typed Name: Jim MacLaughlin)
(Typed Title: Director of Operations)

DATE: 4/7/03

FDOT Legal Review

BY: (Signature) [Signature]
(Typed Name: F. L. Norak)

DATE: 4/7/03
STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

Exhibit A

Name of Maintaining Agency: BAKER COUNTY BOARD OF COMMISSIONERS
Contact person: ROBERT FLETCHER
Contact phone number: (904) 275-2373

Per paragraph 1.A. of the agreement

Please list below any exceptions for the lighting systems on the state highway system, other than interstate, weigh stations, or rest areas, that you are not maintaining or paying the operating expense within your jurisdictional boundaries or check not applicable.

X
Not Applicable

The following exceptions locations apply to this agreement.

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<tr>
<th>State Road No.</th>
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RESOLUTION NO. 2003-01

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the 'FDOT' find it is necessary for the BAKER COUNTY, hereinafter referred to as the MAINTAINING AGENCY, to execute and deliver to the FDOT the agreement identified as

STATE HIGHWAY SYSTEM LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT, hereinafter referred to as the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAINTAINING AGENCY:

That (Name) Robert Fletcher, (Title) Road Superintendent be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the FDOT along with the executed Agreement.

ON MOTION of Commissioner Barton, seconded by Commissioner Raulerson, the above RESOLUTION was introduced and passed by the MAINTAINING AGENCY on the 17th day of March, year of 2003.

BAKER COUNTY BOARD OF COMMISSIONERS

ALEX ROBINSON, Chairman of the Board

ATTEST:

AL FRASER
AL FRASER, Clerk of Court
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AN558  Contract Type: AF  Method of Procurement: G
Vendor Name: BAKER COUNTY
Vendor ID: VF596000508042
Beginning date of this Agmt: 04/01/03
Ending date of this Agmt: 03/31/50

Description: Highway Lighting

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TOTAL AMOUNT: *$ 4,079.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 04/03/2003
CONTRACTOR AGREEMENT

This Agreement (“AGREEMENT”) is entered into by and between Baker County Fire Rescue (“COUNTY”) and Public Consulting Group, Inc. (“PCG” or “CONTRACTOR”) as of September 10, 2021 ("Effective Date").

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, CONTRACTOR possesses professional skills that can assist COUNTY in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, COUNTY wishes to engage CONTRACTOR as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, COUNTY and CONTRACTOR hereby agree as follows:

1. Description of Services
   CONTRACTOR will provide the professional services assigned by COUNTY and more fully described in Attachment A (the “Contracted Services”). CONTRACTOR acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

2. Term
   CONTRACTOR will commence performance for Contracted Services under this Agreement on September 10, 2021 and will complete performance until additional Medicaid revenues are generated and received for the service periods outlined in Attachment A and Attachment B. Unless otherwise specified by COUNTY in writing, CONTRACTOR will provide the Contracted Services for the full duration of this AGREEMENT. CONTRACTOR and COUNTY acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this AGREEMENT to receive additional reimbursements.

   Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

3. Compensation
   a. COUNTY will compensate CONTRACTOR pursuant to the provisions contained in Attachment B and this Section 3, and will not pay CONTRACTOR any other benefits, expenses, or compensation. The compensation arrangement may be changed by written agreement of the parties.
4. Termination
This AGREEMENT may be terminated immediately by either party following a material breach of this AGREEMENT and a failure to cure such breach within a reasonable period not to exceed ten (10) business days.

5. Notices and Contact Persons
Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For COUNTY:

B. Trevor Nelson
Fire Rescue Chief
1190 W. Macclenny Ave.
Macclenny, FL 32063
trevor.nelson@bakercountyfl.org

For CONTRACTOR:

Alissa Narode
Senior Consultant
99 Washington Ave, Suite 1720
Albany, NY 12210
anarode@pcgus.com

6. CONTRACTOR Representation
CONTRACTOR represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. CONTRACTOR shall immediately notify COUNTY regarding the circumstances if this representation becomes no longer accurate during the term of this AGREEMENT.
7. Standards of Conduct
CONTRACTOR shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this AGREEMENT.

8. Relationship of the Parties
a. The parties agree that CONTRACTOR is an independent contractor, and that neither it nor any of its employees is an employee of COUNTY.

b. CONTRACTOR shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. CONTRACTOR shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. CONTRACTOR understands that neither it nor its employees will be eligible for benefits or privileges provided by COUNTY to its employees. COUNTY will deliver to CONTRACTOR statements of income at the end of each tax year consistent with its independent contractor status.

c. Except as may be otherwise provided in this Agreement, CONTRACTOR has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to COUNTY employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. CONTRACTOR shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

d. CONTRACTOR has no authority to and shall not purport to bind, represent, or speak for COUNTY or otherwise incur any obligation on behalf of COUNTY for any purpose unless expressly authorized by COUNTY.

0. Record Maintenance
With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

10. Insurance
CONTRACTOR shall maintain during the term of this AGREEMENT appropriate insurance as will protect both COUNTY and CONTRACTOR from claims that may arise from CONTRACTOR’s performance of the Contracted Services.

11. Assignment
This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
12. **Proprietary or Confidential Information**
   For purposes of fulfilling its obligations under this Agreement, one party (“Disclosing Party”) may convey to the other party (“Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party.

a. “Proprietary or Confidential Information” is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, processes, strategies, procedures, plans, know-how, ideas, inventions, and intellectual property – that (i) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; (ii) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, and (iii) has not previously been available to the Receiving Party or others without confidentiality restrictions. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source, who is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.

b. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.

c. The Receiving Party shall use Proprietary or Confidential Information solely for purposes of the Contracted Services, and for no other purpose, and shall disclose Proprietary or Confidential Information only to such officers and employees of the Receiving Party with a need to know such Proprietary or Confidential Information for purposes of those Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.

d. If the Receiving Party is requested or required to disclose Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Confidential Information: (1) provide the Disclosing Party with written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, within two (2) business days of receiving it; (2) promptly consult with the Disclosing Party on taking steps to resist or narrow the request; (3) cooperate and assist the Disclosing Party with its efforts to obtain an order or otherwise limit or restrict the disclosure of its Confidential Information that is
subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of Confidential Information is still required, furnish only such portion of the Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

e. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.

f. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.

g. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

h. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.

13. **Intellectual Property**
Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. CONTRACTOR guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

14. **Conflicts of Interest**
The parties understand that CONTRACTOR is not required to perform the Contracted Services on a full-time basis for COUNTY and may perform services for other individuals and organizations consistent with the limitations in this AGREEMENT.

15. **Waiver**
The failure of a party to enforce a provision of this AGREEMENT shall not constitute a waiver with respect to that provision or any other provision of this AGREEMENT.

16. **Entire Agreement**
This AGREEMENT (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate
written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this AGREEMENT shall be effective unless and until it is specifically terminated.

17. Amendment
This AGREEMENT may be amended only by written agreement of the parties, signed by authorized representatives and referencing this AGREEMENT.

18. Severability
If any provision in this AGREEMENT is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this AGREEMENT shall continue in full force and effect.

19. Applicable Law and Venue
The parties agree that this AGREEMENT is governed by the laws of the State of Florida. The parties also consent to jurisdiction in the courts of the State of Florida and agree that such courts shall have exclusive jurisdiction over the enforcement of this AGREEMENT. Further, the parties acknowledge that Baker County, Florida is a place where performance of certain terms of this AGREEMENT shall occur. Therefore, the parties agree that venue for any court action or proceeding arising out or relating to this AGREEMENT shall be in the State’s courts located in Baker County, Florida.

20. Miscellaneous
a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

c. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement, nor the meaning of any provisions hereof.

f. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP, INC. BAKER COUNTY FIRE RESCUE

BY: ___________________________ BY: ___________________________
NAME: _________________________ NAME: _________________________
TITLE: _________________________ TITLE: _________________________
DATE: _________________________ DATE: _________________________
ATTACHMENT A

CONTRACTED SERVICES

Public Emergency Medical Transportation (PEMT) Program

A. Baker County Fire Rescue provides countywide ambulance and medical services some of which will qualify for the PEMT Program for Medicaid. COUNTY must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, CONTRACTOR shall comply.

B. COUNTY provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for COUNTY to participate in the PEMT Program.

C. This PEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.

D. CONTRACTOR shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with the Program.

E. CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports to the Agency for Health Care Administration (AHCA) within the time frame prescribed by the AHCA.

F. CONTRACTOR shall have knowledge of the data and cost reporting principles specified in Chapter 401, Florida Statutes.

G. CONTRACTOR shall have knowledge and experience in the completion of all ten (10) Schedules as required by the Program.

H. COUNTY will provide CONTRACTOR with all of the required data needed to complete the Schedules; however, CONTRACTOR is responsible for accurate completion of the Schedules.

I. CONTRACTOR shall be able to accept from COUNTY, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

J. If the completed cost report is rejected by the AHCA, CONTRACTOR shall work with COUNTY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
K. CONTRACTOR shall keep COUNTY informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement.

L. CONTRACTOR shall support COUNTY in establishing the legal and operational ground to participate in the Managed Care program.

M. CONTRACTOR shall draft supporting documentation and flow processes for presentation to COUNTY and assist with messaging and review presentations for governmental relationship staff as needed.

N. CONTRACTOR shall provide guidance and support to enter into contracts with Managed Care Organizations.

O. CONTRACTOR shall be familiar with the Managed Care program in the State of Florida and all the rules, regulations and managed care reporting requirements.

P. CONTRACTOR shall monitor claims and cash flows of Managed Care program to ensure COUNTY receives appropriate benefit from the program and has met documentation needs.

Q. CONTRACTOR agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by COUNTY under the PEMT Program.

R. If, as a result of an audit by the ACHA, a refund is required by COUNTY, CONTRACTOR agrees to return the portion of the compensation fee that was paid on the amount being refunded.
ATTACHMENT B
COMPENSATION and TERM

CONTRACTOR has outlined a contingency fee structure associated with reimbursements received from the EMS CPE program as described in Attachment A. This AGREEMENT will be in effect for 2 (two) state fiscal years, defined as July 1st to June 30th.

The term of the AGREEMENT shall remain in effect for the 2021 and 2022 state fiscal year period cost report cycles (July 1, 2020 to June 30, 2021 and July 1, 2021 to June 30, 2022) so long as the initiative is in implementation and until fees have been collected in full.

CONTRACTOR will not receive any compensation until the Medicaid FFS or Medicaid MCO reimbursements are received by COUNTY. All reimbursement realized by COUNTY from the supplemental payment program for EMS shall be paid in full directly from the State of Florida to COUNTY. CONTRACTOR will invoice and receive revenue upon the receipt of reimbursement received by COUNTY for either initiative, meaning reimbursements do not have to be received for both Medicaid FFS and Medicaid MCO programs, rather reimbursements simply need to be received for either initiative to allow CONTRACTOR to generate invoices. CONTRACTOR will invoice COUNTY based on the reimbursements within 45 days of receipt of funds by COUNTY. After payment is received in full from the payer, in consideration of the professional services to be performed for PEMT under this Agreement, COUNTY shall pay CONTRACTOR for services performed as outlined in Attachment A, a fee of Twelve percent (12%) based on the reimbursements received by COUNTY under the PEMT Program.

This AGREEMENT can be extended at the mutual consent of both parties through written notification and execution of an amendment.
PROCLAMATION
EMS WEEK

To Designate the week of May 16-22, 2021, as Emergency Medical Services Week

WHEREAS, Emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality health care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

WHEREAS, the members of the emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

Emergency Medical Services Week

the Baker County Board of County Commissioners, of Baker County, Florida is calling upon each citizen and business with the theme, “Your life our mission”, and I encourage the community to observe this week with appropriate programs, ceremonies and activities

Adopted this 4th day of May 2021.

Oliver J. Anderson, Chairman

Attest:

Stacie D. Harvey, Clerk
RESOLUTION 2021-14

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA, ADOPTING AN AMENDMENT OF THE BUDGET FOR FISCAL YEAR 2020/2021; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Baker County, Florida, set forth the appropriations and revenue estimate for the budget amendment for Fiscal Year 2020/2021 from $43,178,492 to $43,121,475 for IT-Fire Suppression and Extension DCT Position.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Baker County, Florida, that:

1. The Fiscal Year 2020/2020 Budget Amendment be adopted.

2. This resolution shall take effect immediately upon its adoption.

Approved and resolved on the 5th day of May 2021, by the Baker County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

______________________________
James Anderson, Chairman

Attest:

______________________________
Stacie D. Harvey, Clerk to the Board
### BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
### BUDGET SUMMARY 2020/2021

**DEPARTMENT:** Extension Service, 29. V3

<table>
<thead>
<tr>
<th></th>
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<td>Personnel Services</td>
<td>132,600</td>
<td>154,354</td>
<td>88,391</td>
<td>143,492</td>
<td>(10,863)</td>
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<td>(PAGE 5 )</td>
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<tr>
<td>Operating Expenses</td>
<td>10,287</td>
<td>16,120</td>
<td>10,446</td>
<td>25,246</td>
<td>9,126</td>
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<tr>
<td>Operating Capital Outlay</td>
<td>28,730</td>
<td>2,700</td>
<td>1,500</td>
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<td>(2,700)</td>
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<td>(PAGE 7 )</td>
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<tr>
<td>Total Expenditures</td>
<td>171,617</td>
<td>173,174</td>
<td>100,337</td>
<td>168,738</td>
<td>(4,437)</td>
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**Director Signature:** Alicia Lamborn

**Printed Name:** Alicia Lamborn

**DATE:** 5/4/2020

**FINANCE DIRECTOR:**

**DATE ENTERED IN SYSTEM:**

---

Revised 4.28.2021

**VERSION 3**

**UPDATED**
- Updated health rate 7/18/2020
- Version 2A Reduce PT Personnel 8/5/2020
- Version 3 Include DCT Position Resolution 4.2021
## Extension Service, 29, V3

### Type in the shaded areas!!

<table>
<thead>
<tr>
<th>POSITION CLASSIFICATION</th>
<th>HIRE DATE</th>
<th>DROP ENROLLED</th>
<th>CURRENT ANNUAL RATE</th>
<th>HOURLY RATE</th>
<th>POLICY ADJ</th>
<th>OTHER</th>
<th>Employee Payout</th>
<th>PROPOSED SALARY</th>
<th>POSITION TYPE</th>
<th>EXPLANATION OR COMMENTS</th>
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<tbody>
<tr>
<td>1 Director/Horticulture Agent</td>
<td>07/22/08</td>
<td>$ 29,252.00</td>
<td>14.06</td>
<td>735</td>
<td>-</td>
<td>-</td>
<td>$ 29,987</td>
<td>REGULAR</td>
<td>-</td>
<td>promotion effective 7/1/2021 6.6 pay periods</td>
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<tr>
<td>2 4-H Youth Development Agent</td>
<td>12/09/11</td>
<td>$ 17,666.06</td>
<td>8.49</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$ 17,666</td>
<td>REGULAR</td>
<td>-</td>
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<td>3 Agriculture/NR Agent</td>
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<td>$ 17,922.00</td>
<td>8.62</td>
<td>-</td>
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<td>-</td>
<td>$ 17,922</td>
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<td>-</td>
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<td>4 Administrative Secretary</td>
<td>10/22/02</td>
<td>$ 32,905.28</td>
<td>15.82</td>
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<td>-</td>
<td>$ 32,905</td>
<td>REGULAR</td>
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<td>5 Program Assistant 1</td>
<td>08/12/19</td>
<td>$ 8,996.00</td>
<td>8.65</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$ 8,996</td>
<td>OTHER/PART-TIME</td>
<td>-</td>
<td>DCT Student (currently furloughed)</td>
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<tr>
<td>6 Program Assistant 2</td>
<td>-</td>
<td>0.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>OTHER/PART-TIME</td>
<td>-</td>
<td>Hiring delayed due to COVID/hiring freeze</td>
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<td>7</td>
<td>-</td>
<td>0.00</td>
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<td>5 TOTAL</td>
<td>-</td>
<td>$ 106,741.34</td>
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<td>735</td>
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<td>-</td>
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<td>$ 107,476</td>
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### New Positions

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<th>NEW POSITIONS</th>
<th>EXPECTED HIRE DATE</th>
<th>EXPECTED RATE</th>
<th>POLICY ADJ</th>
<th>OTHER</th>
<th>PROPOSED SALARY</th>
<th>EXPLANATION OR COMMENTS</th>
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<td>5 TOTAL NEW POSITIONS</td>
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<td>TYPE IN THE SHADED AREAS!!</td>
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<td><strong>BUDGET SUMMARY</strong></td>
<td><strong>ACTUAL EXPENDITURES</strong></td>
<td><strong>APPROVED BUDGET</strong></td>
<td><strong>YTD ACTUAL EXPENDITURES</strong></td>
<td><strong>REQUEST 2020/2021</strong></td>
<td><strong>INCREASE/DECREASE AMOUNT COL. (5-3)</strong></td>
<td><strong>% of Change</strong></td>
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<td>10 PERSONNEL SERVICES:</td>
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<td>11 OFFICIAL/ELECTED/E XECUTIVE</td>
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<td>12 EMPLOYEES (REGULAR)</td>
<td>100,821</td>
<td>97,745</td>
<td>66,955</td>
<td>98,480</td>
<td>735</td>
<td>1%</td>
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<td>13 EMPLOYEES (TEMP/OPS)</td>
<td>included above</td>
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<td>14 OVERTIME</td>
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<td>15 SPECIAL PAY</td>
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<tr>
<td>16 OTHER/PART TIME</td>
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<td>21 FICA</td>
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<td>2100 EMPLOYEES</td>
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<td>22 RETIREMENT</td>
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<td>2200 EMPLOYEES</td>
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<td>23 LIFE/HEALTH INSURANCE</td>
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<tr>
<td>2302 HRA CONTRIBUTION</td>
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<td>2300 HEALTH INS. CONTRIBUT.</td>
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<td>17,825</td>
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<td>2310 RETIREE INSURANCE</td>
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<td>24 WORKER’S COMPENSATION</td>
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<td>25 UNEMPLOYMENT COMP.</td>
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<tr>
<td><strong>TOTAL PERSONNEL SERVICES</strong></td>
<td>132,600</td>
<td>154,354</td>
<td>88,391</td>
<td>143,492</td>
<td>-10,863</td>
<td>-7%</td>
</tr>
</tbody>
</table>
REQUEST FOR PAYMENT

From: Cox Fire Protection, Inc
7910 Professional Place
Tampa, FL 33637

To: Baker County
55 North 3rd St
Macclenny, FL 32205

Invoice: 3134320002
Draw: 313432-0002
Invoice date: 3/18/2021
Period ending date: 3/31/2021

Contract For:
Request for payment:
Original contract amount $24,300.00

Approved changes $0.00
Revised contract amount $24,300.00

Project: 1-3432-20
Baker County Vortex

Contract completed to date $24,300.00

Add-ons to date $0.00
Taxes to date $0.00
Less retainage $2,430.10
Total completed less retainage $21,869.90
Less previous requests $1,718.00
Current request for payment $20,151.90

Current billing
Current additional charges $0.00
Current tax $0.00
Less current retainage $2,239.10
Current amount due $20,151.90

Remaining contract to bill $2,430.10

CHANGE ORDER SUMMARY

ADDITIONS

DEDUCTIONS

Changes approved in previous months by Owner
Total approved this Month

TOTALS

NET CHANGES by Change Order

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Baker County relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Cox Fire Protection, Inc
State Of Fl

By: [Signature] Nicole Barton
Date: 3/19/2021

Subscribed and sworn to before me this 19 day of March, 2021
Notary Public
My commission expires: [Signature]

[Notary seal]
## REQUEST FOR PAYMENT DETAIL

**Project:** 1-3432-20 / Baker County Vortex  
**Invoice:** 3134320002  
**Draw:** 313432-0002  
**Period Ending Date:** 3/31/2021  
**Detail Page 2 of 2 Pages**

<table>
<thead>
<tr>
<th>Item ID</th>
<th>Description</th>
<th>Total Contract Amount</th>
<th>Previously Completed Work</th>
<th>Work Completed This Period</th>
<th>Completed To Date</th>
<th>% Comp</th>
<th>Retainage Balance</th>
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<tbody>
<tr>
<td>1</td>
<td>Shop Drawings / Engineering</td>
<td>1,909.00</td>
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<td>1,909.00</td>
<td>100.00</td>
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<td>2</td>
<td>Inside Material / Fabrication</td>
<td>18.00</td>
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<td>18.00</td>
<td>100.00</td>
<td>1.80</td>
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<td>3</td>
<td>Inside Labor (Rough In)</td>
<td>1,350.00</td>
<td>1,350.00</td>
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<td>100.00</td>
<td>135.00</td>
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<td>4</td>
<td>Inside Labor (Trim)</td>
<td>900.00</td>
<td>900.00</td>
<td>900.00</td>
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<td>5</td>
<td>Buyouts / Equipment</td>
<td>13,653.00</td>
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<td>6</td>
<td>Alarms</td>
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<td><strong>Totals</strong></td>
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<td><strong>24,300.00</strong></td>
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<td><strong>22,391.00</strong></td>
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# BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
## BUDGET SUMMARY  2020/2021

**DEPARTMENT:** Extension Service, 29. V2A

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<td>(1) Personnel Services</td>
<td>132,600</td>
<td>154,354</td>
<td>88,391</td>
<td>133,808</td>
<td>(20,547)</td>
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<td>(PAGE 5 )</td>
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<td>Operating Expenses</td>
<td>10,287</td>
<td>16,120</td>
<td>10,446</td>
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<td>9,126</td>
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<tr>
<td>Operating Capital Outlay</td>
<td>28,730</td>
<td>2,700</td>
<td>1,500</td>
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<td>(2,700)</td>
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<td>(PAGE 7 )</td>
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<td>Total Expenditures</td>
<td>171,617</td>
<td>173,174</td>
<td>100,337</td>
<td>159,054</td>
<td>(14,121)</td>
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**Director Signature:** Alicia Lamborn  
**Printed Name:** Alicia Lamborn  
**DATE:** 5/4/2020

**FINANCE DIRECTOR:**  
**DATE ENTERED IN SYSTEM:**

**UPDATED:**  
- Updated health rates: 7/18/2020  
- 2A Reduce PT Personnel: 8/5/2020

Revised 4/13/2020
See Attached.

This is the contract that we have been working on since December of last year, finally got it all signed and approved. I know its extremely late in the fiscal year but this does need to be paid out of the 2020 Fiscal please and thank you!

Cheryl Rewis

To: Tabitha Addison
Subject: RE: PO Please

From: Clint Shivers <clint.shivers@bakercountyfl.org>
Sent: Tuesday, September 29, 2020 10:20 AM
To: Baker Finance <bakerfinance@bakercountyfl.org>
Subject: PO Please
AGREEMENT FOR PRODUCT AND INSTALLATION

BAKER COUNTY, FLORIDA
AND
COX FIRE PROTECTION

Board Award Date: 08/18/2020

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Baker County by its Board of County Commissioners, a political subdivision of the State of Florida, (hereinafter "COUNTY") and COX Fire Protection, a Florida corporation, 6555 Grace Ln, Jacksonville, FL 32205, Federal Employment Identification Number is H&lZlSS (hereinafter "CONSULTANT").

In consideration of the mutual covenants herein set forth herein, the sufficiency of which is hereby acknowledge by both parties, it is agreed as follows:

ARTICLE 1. WORK

CONSULTANT shall perform all the work required by the Agreement Documents and Scope of Work, in full accordance with the specifications of Baker County Request For Proposal #2020-10 “Courthouse Fire Suppression System,” as well as the CONSULTANT’s related response, a copy of which is on file with the Baker County Administration Office and is hereby incorporated by reference as if set forth fully herein.

CONSULTANT shall provide installation services which shall include, but is not limited to, procurement and installation of equipment and products listed in Proposal #2020-10 and removal of existing wet sprinklers are area of work. Work products will comply with the Florida Statutes and Florida Administrative Codes that pertain to the aforementioned services and Baker County codes, policies, and procedures.

CONSULTANT shall furnish all labor, equipment, and materials and perform the Work described herein in strict accordance with local, state and federal laws, the scope of the project, all of which are defined in RFP #2020-10.

ARTICLE 2. TERM & AMOUNT OF AGREEMENT

2.1 TERM. The term of this Agreement shall be from the date signed by the parties and shall be valid until work has been accepted by COUNTY as complete. Work should be completed within eight (8) weeks of signing, COUNTY will be notified of any work expected outside of this period.

2.2 The COUNTY shall pay the CONSULTANT $29,600 for the performance of the Work,
Work, subject to additions and deductions by Change Order as approved by the COUNTY.

ARTICLE 3. AGREEMENT DOCUMENTS

3.1 Baker County Request For Proposal # 2020-10 “Courthouse Fire Suppression System”, dated May 7th, 2020, attached by reference.

3.2 CONSULTANT’s Proposal response, dated June 4th, 2020, attached by reference,

3.3 Certificate of Insurance

3.4 Notice of Award

3.5 Baker County Standard Addendum to All Contracts and Agreements

ARTICLE 4. WARRANTY

4.1 The CONSULTANT shall warranty their labor for a period of 1 year after all work has been accepted by COUNTY as complete.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Final payments, constituting the entire unpaid balance of the Work Task shall be paid by the COUNTY to the CONSULTANT when the work has been completed, the Agreement fully performed, and a final Payment has been approved by the COUNTY.

5.2 The COUNTY and CONSULTANT each binds himself, his partners, successors, assigns and legal representatives to the other party hereon, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Agreement Documents.

5.3 The CONSULTANT shall not assign or transfer any of its rights, benefits, or obligations, without the prior written approval of the COUNTY. After receiving written approval from the COUNTY, the CONSULTANT may employ other persons and/or firms to serve as SUB-CONSULTANTS in connection with the requirements of the Agreement Documents.

5.4 The CONSULTANT shall indemnify and hold harmless the COUNTY, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Agreement. This provision shall survive the termination of this Agreement and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Notwithstanding anything else in this Agreement to the contrary, nothing in this Agreement shall
be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the COUNTY.

5.5 The CONSULTANT agrees by signing this Agreement by an authorized party or agent that he shall hold harmless and defend the County of Baker and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description arising out of and incidental to the performance of this Agreement Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONSULTANT, or sub-CONSULTANT(s), or anyone directly or indirectly employed by any of them. The CONSULTANT'S obligation under this provision shall not be limited in any way to the agreed upon Agreement Price as shown in this Agreement or the CONSULTANT'S limit of or lack of sufficient insurance protection.

5.6 In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

5.7 If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

5.8 This Agreement shall be governed by the laws of the State of Florida. The exclusive jurisdiction and venue for any mediation and/or litigation concerning or related to this Agreement shall be the County Court and the Circuit Court in and for Baker County, Florida.

5.9 CONSULTANT is required to comply with the provisions of Florida's Sunshine Laws, Public Records Retention and Chapter 199, Florida Statutes for any work or service related to this Agreement.
IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODION OF PUBLIC RECORDS AT (904)259-3613, SARA LITTLE (sara.little@bakercountyfl.org), 55 NORTH 3RD STREET, MACCLENNY, FL 32063.

ARTICLE 6. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested to:

COUNTY:
Mrs. Sara Little
County Manager
55 North 3rd Street
Macclenny, Florida 32063

CONSULTANT:
Tim Frilling
COX Fire Protection
6555 Grace Ln
Jacksonville, FL 32205
IN WITNESS WHEREOF, the COUNTY and CONSULTANT hereby execute this Agreement in duplicate on this ___ day of ____, 20__. One counterpart will be retained by the Baker County Administration Office, and the other will be retained by the CONSULTANT.

COUNTY:
Baker County Board of County Commissioners

Attest:

Stacie D. Harvey
Stacie D. Harvey, Clerk of Court

CONSULTANT:
Cox Fire Protection

Contact name of signature:

WITNESS:

Tim Failling
Print Name:

Allen Perry
Print Name: Branch Manager
2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephonic, facsimile or postage charges incurred by the Contractor.

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor.

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior, written approval of the County Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same; and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.
12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;
(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 Chapter 119, Florida Statutes, 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must 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.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTOMDIAN OF PUBLIC RECORDS AT (904) 259-3613, Sara Little sara.little@bakercountyfl.org 55 NORTH 3RD STREET, MACCLENY, FLORIDA 32063.
16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of $1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

(i) is found to have submitted a false Certification;
(ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
(iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

(i) is found to have submitted a false Certification;
(ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
(iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
(iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

County:

[Signature]

Baker County, Florida
by its Board of County Commissioners

[Signature]

JAMES T. SIMPSON
Chairman

Contractor:

By: [Signature]

Printed Name:

[Signature]

Sara Little, County Manager
<table>
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<tr>
<th>Pending Business Item</th>
<th>Priority</th>
<th>Status</th>
<th>Start Date</th>
<th>% Complete</th>
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<tr>
<td>Sanderson Community Fire Station</td>
<td>High</td>
<td>New</td>
<td>12/17/2019</td>
<td>10%</td>
<td>Appropriation submitted for FY 2021-2022. Funded- waiting on Governor DeSantis to sign budget</td>
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<td>Central County Fire Station</td>
<td>High</td>
<td>In Progress</td>
<td>09/03/2019</td>
<td>60%</td>
<td>Construction Bid awarded 11/5/2020. Site Prep is underway by the Road Dept. Construction is underway by KBT.</td>
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<td>Community Development Block Grant Application</td>
<td>Normal</td>
<td>In Progress</td>
<td>02/21/2017</td>
<td>75%</td>
<td>Awaiting funding announcement</td>
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<tr>
<td>Infrastructure funding for County Roads</td>
<td>Normal</td>
<td>New</td>
<td>07/18/2017</td>
<td>50%</td>
<td>Ongoing</td>
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<tr>
<td>Reid Stafford Road</td>
<td>Normal</td>
<td>New</td>
<td>03/07/2017</td>
<td>75%</td>
<td>ROW requirements still be obtained in certain areas. Phase 1 complete! Further paving approved 9/1. Funding discussed 4/20</td>
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<tr>
<td>St. Marys Cove Boat Ramp Grant</td>
<td>High</td>
<td>New</td>
<td>07/02/2019</td>
<td>50%</td>
<td>Bids have been received. Project is over budget. Currently being reviewed for options.</td>
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<tr>
<td>St Marys Cove Boat Ramp Grant Phase 2</td>
<td>High</td>
<td>New</td>
<td>01/05/2020</td>
<td>5%</td>
<td>Agreement approved 4/20/2021</td>
</tr>
<tr>
<td>Fairgrounds CDBG Grant Application</td>
<td>High</td>
<td>New</td>
<td>01/05/2020</td>
<td>5%</td>
<td>A second CDBG application is being prepared for submittal. $2mill project total for renovations to the Exhibit Hall at the Baker County Fairgrounds</td>
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<tr>
<td>CHECK NUMBER</td>
<td>DATE</td>
<td>NAME</td>
<td>DESCRIPTION</td>
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<td>93956</td>
<td>04/27/21</td>
<td>ALACHUA COUNTY BOARD OF</td>
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<td>ALACHUA COUNTY BOARD OF</td>
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<td>ANDERSON COLUMBIA COMPAN</td>
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<td>93961</td>
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<td>BLUE CROSS &amp; BLUE SHIELD</td>
<td>BC RETIREE HEALTH MAY2</td>
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<td>93962</td>
<td>04/27/21</td>
<td>BLUE CROSS &amp; BLUE SHIELD</td>
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<td>BC PPO HEALTH MAY2</td>
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<td>93860</td>
<td>04/19/21</td>
<td>DUVAL COUNTY TAX COLLECT</td>
<td>FIRE WATCH ANNL 2021</td>
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Ms. Little,

KBT would like to formally request to extend the contract time for the Central Fire Station in Glen St Mary due to the delays in obtaining permits as a result of items outside of KBT's control. KBT anticipates permits will be issued by the end of this week 2/26/21. In light of this, KBT respectfully requests an additional 45 days be added to the contract time. Thank you in advance for your consideration.

Sincerely,

Rebecca Timmons, President

5105 Blanding Blvd.
Jacksonville, FL 32210
Phone (904) 647-9200
Fax (904) 771-2876
www.kbtcorp.com

Licenses: CGC1520730, CBC058625, CCC1330401
Certified: JSEB, WBE, DBE, 8(a), HUBZone, EDWOSB
PARK SPONSORSHIP
REGISTRATION FORM

Request (check one): ☑ New  ☐ Renew  Date: 10-2-2020

Group Name: FORBES FUNERAL HOME

Park Site: TAYLOR

Estimated Total Number of Volunteers: 3-5

Name for Sponsor Sign:

FORBES  FUNERAL  HOME

Company Logo or Graphic should be submitted to Baker County Administration to be included in sponsor sign.

<table>
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<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<td>409 W. MACULLENNY AVE</td>
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<th>Telephone #2</th>
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<td></td>
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</table>

I have read and understand my/my group’s Adopt-A-Park commitment and the attached expectations.

[Signature]

Adopt-A-Park Primary Contact Signature  Date: 10-2-2020

Please make checks payable to: Baker County Board of County Commissioners

Official Use Only:

Date Received:  
Approved by RAB:  
Payment Received:  
Signage Ordered:  
Signage Installed:  

3
Memorandum

To: Board of County Commissioners

From: Sara Little, County Manager

Date: May 4, 2021

Re: St. Mary’s Shoals Park

As you all are aware, Shoals Park continues to have these same issues repeatedly. Since the grand reopening in January 2018 staff has monitored the park to determine what rules and regulations may need to be amended. We opened the park with the idea that the rules would be revised as often as necessary until we found a system that worked and allowed the park to function at its maximum potential.

Currently, the park is open from sunrise to sunset, 7 days a week. The Park Ranger, which is contracted through the Sheriffs Office, is onsite 20 hours per week. Additionally, County Parks/Recreation staff perform open/closure procedures, maintenance and security as needed.

After consulting with County staff, the following would like to be considered (items in bold are high priority):

- Parking Lot Attendants to be onsite at park entrances (Suggested hours 10am-2pm Fri-Sun) – APPROVED IN CURRENT BUDGET
- Finalize RV pads at each entrance. Contract with Campground Host Program. Host would be onsite, provide their own RV, and would help with maintenance and provide additional security.
- Relocate Fence Line Trail due to increased residential development.
- Decrease posted MPH to 10.
- Install “quiet zone” signs near neighboring homes
- Limit tire size on ATV/OHV’s to 30” maximum
- Update hours: Summer – 7:30 am – 7:00 pm and Winter – 7:30 am – 5:00 pm
- Increase day pass to $10 instead of $5
- Increase annual pass to $50 instead of $30
- Install Park Signage with finalized rules/regulations at entrance kiosk.

County staff supports these updates and if approved by the BOCC an updated policy will be prepared reflecting these changes. Shoals Park is an asset to Baker County and we all would like to see it succeed. However, the park must be controlled and managed appropriately so that it can be enjoyed for generations to come.
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”; and

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the
daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in In re National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov
15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.
3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) **City/County Fund** - The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government’s share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) **Regional Fund** - The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on Counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) **State Fund** - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.
4. Regional Fund Sliding Scale - The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%
B. Years 7-9: 35%
C. Years 10-12: 34%
D. Years 13-15: 33%
E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) **Size** - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) **Appointments Local Governments** - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) **Appointments State** -

   (i) The Governor shall appoint two Members.
   (ii) The Speaker of the House shall appoint one Member.
   (iii) The Senate President shall appoint one Member.
   (iv) The Attorney General or her designee shall be a Member.

(d) **Chair** - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) **Term** - Members will be appointed to serve a two-year term.
(f) **Support** - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) **Meetings** - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) **Reporting** - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) **Accountability** - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) **Conflict of Interest** - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs** - The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with
members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply
Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made
to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys’
fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund
sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State
of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the
Parties agree that an additional expense fund for attorneys who represent Local Governments
(herein “Expense Fund”) shall be created out of the City/County fund for the purpose of paying
the hard costs of a litigating Local Government and then paying attorneys’ fees.

(a) **The Source of Funds for the Expense Fund** - Money for the Expense Fund shall be
sourced exclusively from the City/County Fund.

(b) **The Amount of the Expense Fund** - The State recognizes the value litigating Local
Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each
Pharmaceutical Supply Chain Participant. In recognition of that value, the amount
of funds that shall be deposited into the Expense fund shall be contingent upon on
the percentage of litigating Local Government participation in the Settlement, according to the following table:

<table>
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<tr>
<th>Litigating Local Government Participation in the Settlement (by percentage of the population)</th>
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<td>96 to 100%</td>
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<td>86 to 90%</td>
<td>5%</td>
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<td>85%</td>
<td>2.5%</td>
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<tr>
<td>Less than 85%</td>
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</table>

If fewer than 85% percent of the litigating Local Governments (by population)
participate, then the Expense Fund shall not be funded, and this Section of the MOU
shall be null and void.

(c) **The Timing of Payments into the Expense Fund** - Although the amount of the
Expense Fund shall be calculated based on the entirety of payments due to the
City/County fund over a ten to eighteen year period, the Expense Fund shall be
funded entirely from payments made by Pharmaceutical Supply Chain Participants
during the first two years of the Settlement. Accordingly, to offset the amounts
being paid from the City/County to the Expense Fund in the first two years,
Counties or Municipalities may borrow from the Regional Fund during the first two
years and pay the borrowed amounts back to the Regional Fund during years three,
four, and five.
For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years): $1,000
Litigating Local Government Participation: 100%
City/County Fund (over 10 to 18 years): $150
Expense Fund (paid over 2 years): $15
Amount Paid to Expense Fund in 1st year: $7.5
Amount Paid to Expense Fund in 2nd year: $7.5
Amount that may be borrowed from Regional Fund in 1st year: $7.5
Amount that may be borrowed from Regional Fund in 2nd year: $7.5
Amount that must be paid back to Regional Fund in 3rd year: $5
Amount that must be paid back to Regional Fund in 4th year: $5
Amount that must be paid back to Regional Fund in 5th year: $5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al., Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. Dispute resolution- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.
Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“Core Strategies”), such that a minimum of ____% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.
E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.
PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:\(^2\)

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training.

\(^2\) As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.
scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

5
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
   
   a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
   
   b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
   
   c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
   
   d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
   
   e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

   a. Increase the number of prescribers using PDMPs;

   b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address
mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.
PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH
Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.


3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.
RESOLUTION 2021-15

A Resolution authorizing the Baker County Board of County Commissioners (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the Baker County Board of County Commissioners has suffered harm from the opioid epidemic;

WHEREAS, the Baker County Board of County Commissioners recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and Baker County [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, Baker County, and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A.”

SECTION 3. That the Baker County Board of County Commissioners is hereby expressly authorized to execute the Florida Plan insubstantially the form contained in Exhibit “A.”

SECTION 4. That the Baker County Board of County Commissioners is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.
SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Florida League of Cities/Florida Association of Counties and

Attorney General Ashley Moody
\c/o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this 4th day of May, 2021.

Baker County Board of County Commissioners

___________________________________________
Oliver J. Anderson, Chairman

ATTEST:___________________________________________
Stacie D. Harvey, Clerk
<table>
<thead>
<tr>
<th>County</th>
<th>Allocated Subdivisions</th>
<th>Overall Total</th>
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**Note:** The table above shows the population data for various counties in Florida. The population figures are from the 2020 census, with historical data from previous years for comparison. The data includes the total population for each county for the years 2000 to 2020.
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**Notes:**
- The population and change values are for 2020 compared to 2010.
- The change in dollars is based on the population change and average change per person.

**Table Complete Data:**

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<th>City</th>
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<th>Change $</th>
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**Additional Notes:**
- The data includes population and change for each city.
- The change in dollars reflects the economic impact of population changes.

**Further Information:**
- The data is based on recent census information.
- Economic impacts are calculated based on typical economic metrics per capita.

**Conclusion:**
- The population growth has varied across cities with significant impacts on local economies.
- Economic considerations need to be aligned with population growth to ensure sustainable development.
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100.00% 100.00%  $19,500,000.00  $45,500,000.00  $15,000,000.00  $24,500,000.00
## ABATEMENT PLAN TERM SHEET

### SUMMARY OF TERMS AND CONDITIONS

**THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT**

<table>
<thead>
<tr>
<th>Issue</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. APPLICABILITY OF AGREEMENT</strong></td>
<td>These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the “Chapter 11 Plan”) in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, “Purdue”) pending in the U.S. Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) between the states, territories and the District of Columbia (each a “State”) on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act (“DDLA Claims”) under State law (collectively, the “Local Governments”), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a “Tribe”) on the other.</td>
</tr>
<tr>
<td><strong>2. PURPOSE</strong></td>
<td>Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein.</td>
</tr>
</tbody>
</table>

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1 As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

2 *See, e.g.*, Hrg. Tr at 149:22-150:5 (Oct. 11, 2019)(“I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it’s more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important.”); *id.* At 175:24-176:6 (“I also think, and again, I didn’t say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily.”); *Hrg. Tr.* At 165:3-165:14 (Nov. 19, 2019) (“I continue to believe that the states play a major role in [the allocation] process. The role I’m envisioning for them is not one where they say we get everything.
<table>
<thead>
<tr>
<th>Issue</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the “Abatement Funds”) to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (Abatement Funds net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as “Public Funds”). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%) of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule B (the “Approved Opioid Abatement Uses”); (ii) priority shall be given to the core abatement strategies (“Core Strategies”) as identified on Schedule A; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of Public Funds for implementing those programs and in connection with the Government Participation Mechanism3 (“Allowed Administrative Expenses,” and together with the Approved Opioid Abatement Uses, “Approved Uses”).4 Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute Approved Opioid Abatement Uses may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.</td>
</tr>
</tbody>
</table>

3. GENERAL NOTES

The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this

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3 Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

4 Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue’s chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.
approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims.

a. Resolution of States’ and Local Governments’ claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized.

b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages.

c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately.

d. All Public Funds distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such Approved Uses. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.

4. DISBURSEMENT OF FUNDS

Disbursement of Abatement Funds

The Bankruptcy Court shall appoint [a third-party administrator (“Administrator”)] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions.

[Points to be addressed regarding disbursements:
## Issue Description

- Trigger and timing for disbursements.
- Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients.
- Possible creation of template document for Abatement Funds distribution requests.
- If trust mechanism is employed, trust location and governing law.

### 5. ATTORNEYS’ FEES AND COSTS FUND

A separate fund will be established for attorneys’ fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.

### 6. TRIBAL ABATEMENT FUNDING

a. [X%] of the Abatement Funds will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments.

b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan.

c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see Schedule B) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community. The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as Schedule [__]. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

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5 [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]
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<td>people and that may play an important role in both individual and public health efforts and responses in Native communities.</td>
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7. **DIVISION OF PUBLIC FUNDS**

Public Funds are allocated among the States, the District of Columbia and Territories in the percentages set forth on **Schedule C**.

Except as set forth below in section 7(C) for the District of Columbia and Territories, each State’s Schedule C share shall then be allocated within the State in accordance with the following:

1. **Statewide Agreement.** Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan]⁶ (the “**Agreement Date**”) to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a “**Statewide Abatement Agreement**” or “**SAA**”). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement.

A **Statewide Abatement Agreement** shall be agreed when it has been approved by the State and either (a) representatives⁷ of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State’s counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State’s incorporated cities or towns), by number.⁸

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⁶ Should there be provision for extension of the date for filing Statewide Abatement Agreement?
⁷ An authorized “representative” of local, or even State, government can differ in this Term Sheet depending on the context.
⁸ All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html
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<td>Population Percentages shall be determined as follows:</td>
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<td>For States with counties or parishes that function as Local Governments, the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) 200% of the State’s population. A “Primary Incorporated Municipality” means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State’s population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State’s population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State’s population. The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.</td>
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<td>A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.</td>
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<td>2. Default Allocation Mechanism (excluding Territories and DC addressed below). The Public Funds allocable to a State that is not party to a Statewide Abatement Agreement as defined in 7(1) above (each a “Non-SAA State”) shall be allocated as between the State and its Local Governments to be</td>
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9 The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

10 Discuss how to deal with cities and towns that straddle counties.
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<td>used only for <strong>Approved Uses</strong>, in accordance with this Section (B) (the “<strong>Default Allocation Mechanism</strong>”).</td>
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<td><strong>a. Regions.</strong> Except as provided in the final sentence of this paragraph, each <strong>Non-SAA State</strong> shall be divided into “<strong>Regions</strong>” as follows: (a) each <strong>Qualifying Block Grantee</strong> (as defined below) shall constitute a <strong>Region</strong>; and (b) the balance of the State shall be divided into <strong>Regions</strong> (such <strong>Regions</strong> to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-<strong>Qualifying Block Grantee Regions</strong> are referred to herein as “<strong>Standard Regions</strong>”). The <strong>Non-SAA States</strong> which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish <strong>Regions</strong>;¹¹ such a State that does not establish <strong>Regions</strong> but which does contain one or more <strong>Qualifying Block Grantees</strong> shall be deemed to consist of one <strong>Region</strong> for each <strong>Qualifying Block Grantee</strong> and one <strong>Standard Region</strong> for the balance of the State.</td>
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<td><strong>b. Regional Apportionment.</strong> <strong>Public Funds</strong> shall be allocated to each <strong>Non-SAA State</strong>, as defined in 7(1) above, as (a) a <strong>Regional Apportionment</strong> or (b) a <strong>Non-Regional Apportionment</strong> based on the amount of <strong>Public Funds</strong> dispersed under a confirmed Chapter 11 Plan as follows:</td>
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<td>i. <strong>First $1 billion</strong> – 70% Regional Apportionment/30% Non-Regional Apportionment</td>
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<td>ii. <strong>$1-$2.5 billion</strong> – 64% Regional Apportionment /36% Non-Regional Apportionment</td>
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<td>iii. <strong>$2.5-$3.5 billion</strong> – 60% Regional Apportionment /40% Non-Regional Apportionment</td>
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<td>iv. <strong>Above $3.5 billion</strong> – 50% Regional Apportionment /50% Non-Regional Apportionment</td>
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¹¹ To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai’i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].
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<td>c.</td>
<td><strong>Qualifying Block Grantee.</strong> A “<strong>Qualifying Local Government</strong>” means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (e.g., health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant. A <strong>Qualifying Local Government</strong> that elects to receive <strong>Public Funds</strong> through Local Government Block Grants is referred to herein as a <strong>Qualifying Block Grantee</strong>.</td>
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| d. | **Proportionate Shares of Regional Apportionment.** As used herein, the “**Proportionate Share**” of each **Region** in each **Non-SAA State** shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such **Region** under the allocation model employed in connection with the Purdue Bankruptcy (the “**Allocation Model**”),
 divided by the aggregate shares for all counties or parishes in the State under the **Allocation Model**; and (b) for all other States, the aggregate shares of the cities and towns in that **Region** under the **Allocation Model’s** intra-county allocation formula, divided by the aggregate shares for all cities and towns in the State under the **Allocation Model**. |
| e. | **Expenditure or Disbursement of Regional Apportionment.** Subject to 7(2)(i) below regarding **Allowed Administrative Expenses**, all Regional Apportionments shall be disbursed or expended in the form of **Local Government Block Grants** or otherwise for **Approved Opioids Abatement Uses** in the **Standard Regions** of each **Non-SAA State**. |

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12 As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at [https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html](https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html)

13 [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

14 Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

15 Should this be all cities and towns or only primary incorporated municipalities?
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<td>f. Qualifying Block Grantees. Each Qualifying Block Grantee shall receive its Regional Apportionment as a block grant (a “Local Government Block Grant”). Local Government Block Grants shall be used only for Approved Opioid Abatement Uses by the Qualifying Block Grantee or for grants to organizations within its jurisdiction for Approved Opioid Abatement Uses and for Allowed Administrative Expenses in accordance with 7(2)(i) below. Where a municipality located wholly within a Qualifying Block Grantee would independently qualify as a block grant recipient (“Independently Qualifying Municipality”), the Qualifying Block Grantee and Independently Qualifying Municipality must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the Independently Qualifying Municipality and the Qualifying Block Grantee cannot reach such an agreement on or before the Agreement Date [or some later specified date], the Qualifying Block Grantee will receive the Local Government Block Grant for its full Proportionate Share and commit programming expenditures to the benefit of the Independently Qualifying Municipality in general proportion to Proportionate Shares (determined as provided in 7(2)(d) above) of the municipalities within the Qualifying Block Grantee. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program.</td>
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| g. Standard Regions. The portions of each Regional Apportionment not disbursed in the form of Local Government Block Grants shall be expended throughout the Standard Regions of each Non-SAA State in accordance with 95%-105% of the respective Proportionate Shares of such Standard Regions. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the Government Participation Mechanism described in Section 8 below. This regional spending requirement may be met by delivering Approved Opioid Abatement Use services or programs to a Standard Region or its residents. Delivery of such services or programs can be
accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following:

i. State agencies, including local offices;

ii. Local governments, including local government health departments;

iii. State public hospital or health systems;

iv. Health care delivery districts;

v. Contracting with abatement service providers, including nonprofit and commercial entities; or

vi. Awarding grants to local programs.

h. Expenditure or Disbursement of Public Funds Other Than Regional Apportionment. All Public Funds allocable to a Non-SAA State that are not included in the State’s Regional Apportionment shall be expended only on Approved Uses. The expenditure of such funds shall be at the direction of the State’s lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described herein. Qualifying Block Grantees will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other Regions.

i. Allowed Administrative Expenses. Qualifying Block Grantees States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund Local Government Block Grants, for Allowed Administrative Expenses. Qualifying Block Grantees may use up to 5% of their Local Government Block Grants to fund their Allowed Administrative Expenses.

3. Records. The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.\(^{16}\) Qualifying Block Grantees shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State’s required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.

\(^{16}\) Additional records and reporting requirements?
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| (C) Allocation for Territories and the District of Columbia Only | The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory’s or District of Columbia’s executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].

8. GOVERNMENT PARTICIPATION MECHANISM

In each Non-SAA State, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the “Government Participation Mechanism” or “GPM”) in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed.

Government Participation Mechanisms shall conform to the following:

(A) Composition. For each State,

a. the State, on the one hand, and State’s Local Governments, on the other hand, shall have equal representation on a GPM;

b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State’s Qualifying Block Grantees;

c. the GPM will be chaired by a non-voting Chairperson appointed by the State;

d. Groups formed by the States’ executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State’s Local Governments.\(^\text{18}\)

Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related

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\(^{17}\) Territory and DC provisions to be discussed

\(^{18}\) Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.
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<td>topics as is necessary to assure the effective functioning of the GPM.</td>
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<td>(B) <strong>Consensus.</strong></td>
<td>Members of the GPMs should attempt to reach consensus with respect to GPM Recommendations and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. <strong>GPM Recommendations</strong> and other action shall note the existence and summarize the substance of objections where requested by the objector(s).</td>
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<td>(C) <strong>Proceedings.</strong></td>
<td>Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State’s open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws.</td>
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<td>(D) <strong>Consultation and Discretion.</strong></td>
<td>The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.</td>
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<td>(E) <strong>Recommendations.</strong></td>
<td>A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (“GPM Recommendations”). In carrying out its obligations to provide <strong>GPM Recommendations</strong>, a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State’s opioid epidemic, which recommendations may be Statewide or specific to <strong>Regions</strong>; recommend Statewide or <strong>Regional</strong> funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for</td>
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19 Address form of consultation with non-GPM members, public hearings, etc.
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<td>Approved Opioid Abatement Uses; monitor the level of Allowed Administrative Expenses expended from Public Funds.</td>
<td>The goal is for a process that produces GPM Recommendations that are recognized as being an efficient, evidence-based approach to abatement that addresses the State’s greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the Public Funds. To the extent a State chooses not to follow a GPM Recommendation, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond.</td>
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<td>(F) Review. Local Governments and States may object to an allocation or expenditure of Public Funds (whether a Regional Apportionment or Non-Regional Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of Regional Apportionments and Non-Regional Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of Local Government Block Grants or Regional Apportionment expenditures; (iii) is not for an Approved Use, or (iv) violates the limitations set forth herein with respect to Allowed Administrative Fees. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State (“State Court”) or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court’s post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an “Objection”). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.</td>
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<td>8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY</td>
<td>At least annually, each State shall publish on the lead State Agency’s website or on its Attorney General’s website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the</td>
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<td>amount of the allocation, the program to be funded and disbursement terms, and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees.</td>
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At least annually, each **Qualifying Block Grantee** which has elected to take a Local Government Block Grant shall publish on its lead Agency’s or Local Government’s website a report detailing for the preceding time period, respectively (i) the amount of **Local Government Block Grants** received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations.

As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that **Public Funds** are only being used for **Approved Uses**, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such **Public Funds** with respect to opioids abatement can be publicly monitored and evaluated.

The expenditure and disbursement of **Public Funds** shall be subject to audit by States as follows: [details of audit scope, process, output, etc.]

(a) A court with jurisdiction within the applicable State (“**State Court**”) or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court’s post-confirmation jurisdiction.
States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("Core Strategies"), such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.

A. Naloxone/Narcan
   1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
   2. Increase distribution to non-Medicaid eligible or uninsured individuals.

B. Medication Assisted Treatment ("MAT") Distribution and other opioid-related treatment
   1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
   2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
   3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
   4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

C. Pregnant & Postpartum Women
   1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
   2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
   3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome
   1. Expand comprehensive evidence-based and recovery support for NAS babies;
   2. Expand services for better continuum of care with infant-need dyad; and
   3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.
E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.
Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
   a. Medication-Assisted Treatment (MAT);
   b. Abstinence-based treatment;
   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
   e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

[NTD: Discuss expanded list of Approved Uses to be included. Discuss “self-executing” function based on additional information received from NCSG.]
OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY
Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
   a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
   b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
   c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
   d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
   e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

8. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

**PART TWO: PREVENTION**

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
   a. Increase the number of prescribers using PDMPs;
   b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
   c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
   a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
   b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMs (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment
intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.


c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

g. Research on expanded modalities such as prescription methadone that can expand access to MAT.

h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.
Schedule C
State Allocation Percentages

[TO BE INSERTED]
April 13, 2021

Chair Jimmy Anderson  
Baker County  
55 North 3rd Street  
Macclenny, FL 32063  
jimmy.anderson@bakercountyfl.org

RE: Opioid Litigation

Dear Chair Jimmy Anderson:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the “State”). Since she took office, Attorney General Moody has been heavily involved in leading both the State’s ongoing opioid litigation and several different negotiations with defendants in that litigation. Those negotiations have included litigation counsel representing cities and counties.

As part of those negotiations to enable Florida to achieve the maximum amount recoverable for both the State and its subdivisions, the State has been negotiating for a lengthy time with outside counsel for nearly all litigating political subdivisions within the State. After multiple sessions and significant compromise by both sides, the attached memorandum of understanding (“MOU”) has been reached. We have offered and the lawyers for the litigating subdivisions are recommending to their clients that the attached MOU be accepted. This proposal is the result of numerous meetings and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, the State believe that this proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this letter is to summarize the primary terms of the MOU and attempt to anticipate questions that you, your commission, and your internal and/or other legal counsel may have regarding this litigation and allocation proposal.
What cases does this MOU apply?

This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Purdue Pharma L.P. ("Purdue") bankruptcy, the Mallinckrodt PLC ("Mallinckrodt") bankruptcy, the distributor (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the "Distributors");) and Johnson & Johnson ("J&J") potential deal, as well as any additional settlements obtained related to the opioid litigation.

Why is an allocation agreement necessary and why now?

Almost 100 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy.

The State and the Plaintiffs’ Executive Committee for the Opioid Litigation Multi-District Litigation panel (the “PEC”) are in ongoing negotiations with Purdue, Mallinckrodt, the Distributors, and J&J with potential resolutions anticipated in the coming weeks. Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims.

Under the Distributor and J&J deal, the State and its subdivisions receive a substantially larger settlement amount the higher the number of subdivisions sign on to the deal. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

The deals contemplate the need for relatively quick buy in by subdivisions in order to maximize recovery. The pace of negotiations is accelerating, and Purdue has filed its plan of reorganization. Given this accelerating pace, there is a greater sense of urgency among all counsel to come to agreement and resolve how monies are going to be allocated, so that we can move Purdue, Mallinckrodt, and other potential settlements toward finality. Given the Sunshine law, the likely need for public notice and comment, and the complexity of the deals, we need to agree to an allocation plan now to ensure that Florida maximizes recovery.

How can funds be utilized?

You will see as you review the MOU that the State and its subdivisions, who execute this MOU, are agreeing that almost all the funds from any settlement will go to abatement activities. In other words, funds must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder and Mental Health disorders (“Approved Purposes”). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. The list was developed nationally consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. These uses are intended to best serve the overall purpose and
intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

While supported by the State, this requirement was imposed the defendants for tax and other reasons. It is also necessary to mitigate against the United States seeking substantial amounts of settlement funds from both the State and subdivisions as recoupment.

How are the funds allocated amongst the States?

While not part of the MOU, the States have been negotiating the national allocation for almost two years with an agreement reached in late 2019. Florida’s interstate allocation is 7.03%. That allocation is the second largest allocation in the nation ahead of Texas, which is the second largest state. Florida is one of a handful of states whose allocation is greater and greater by a significant percentage above its population (Florida has 6.54% of the United States’ population). The only states that have larger gains over their population are the opioid belt states: West Virginia, Kentucky, etc. The interstate allocation is the product of two measures. One calculated by the PEC and the other calculated by the States. The data sets chosen are slightly different (including different years and what measures were selected), but the main difference is that some states demanded that population play a more significant factor in the state allocation and it is not a factor in the PEC calculation. Given how much Florida’s allocation percentage is above its population, the need in these settlements to maximize the number of states settling, and the potential litigation risks in the absence of such an agreement, it would be our recommendation that cities and counties accept the interstate allocation.

How much money does the State expect for it and its subdivisions?

It depends. Each of the current or proposed settlements are for different lengths of time and each contain different variability. In Purdue, payments are paid over a ten-year period and vary with the performance of the ongoing business of the new company and payments from third parties. In Mallinckrodt, payment amounts are still being negotiated, but will be paid over seven years and will vary depending on the value of the emerging company seven years later as part of the recovery is warrants in the re-emerged company. In the Distributor and J&J proposed deal, the proposed deal is over eighteen years and the amount paid varies depending on subdivision participation and whether other subdivisions file opioid related litigation in the future. As part of the MOU, the State is willing to seek judicial or legislative action to reduce the variability of the monies, especially in connection with the Distributor and J&J deal. Our current best guess based on projections and assuming total participation is $120-140M a year for the first few years, $90-110M a year for the middle years, and then $60-70M a year for the later years of the deal for the State and its subdivisions. Again, these numbers can and will vary and hopefully will increase if additional settlements are reached.

How are the funds allocated amongst the State and its subdivisions?

This Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.
The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida.

The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the “Negotiation Class Metrics.” This model was developed in the National Prescription Opiate MDL by the PEC, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement and decreasing over time.

These funds are allocated to counties in accordance with the “Negotiating Class Metrics” described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed “Qualified Counties”) these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity (the entity that the State has contracted with to provide substance abuse treatment) for that county, to be spent on approved purposes within the region that the county is a part.

*For Counties with populations greater than 300,000*: We encourage you to review the definition of Qualified County in the MOU, so that you can understand the other requirements that you will have to meet. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities (at least 50% of the population) within your county as to how these funds are spent. The requirements of such agreements are subject to further discussion and negotiation.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question. The amount will vary for qualified counties depending on how many municipalities in that County: (1) join a settlement; and (2) enter an agreement with a County.

*For Counties with populations less than 300,000 or that do not qualify as a Qualified County*: Currently, a majority of the monies being utilized to respond to the opioid epidemic in the State flow through Managing Entities located regionally who provide service in each community. When we traveled the state before COVID and had discussions with many of you, most (outside a couple large counties) indicated that they
had a good working relationship with their Managing Entity. Indeed, several indicated that they were already involved with their Managing Entity. The actual dollar amounts annually paid to smaller counties under the contemplated settlement agreements are not substantial enough to support standalone programs. Given that reality, but wanting to maximize services locally, it made sense to have the monies flow through the existing structure to expand services in each county. If there are issues or problems with Managing Entities, we are happy to engage. We are also happy to try and help communities get involved in or engage with their Managing Entity.

We have attached a spreadsheet to this letter that demonstrates the amounts attributable to each county per year for an amount within each range in the previous question.

The State Fund consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes

**Why should we agree to this allocation?**

The proposed allocation in the MOU is better than the alternative that subdivisions will receive if they do not enter an agreement with the State. Two of the defendants who we have negotiated with, Purdue and Mallinckrodt are now in bankruptcy. In advance of and in connection with those bankruptcies, the states, the PEC, and city and county representatives negotiated a default intrastate allocation and agreed that it will apply unless a state and its cities and counties agree to something else. A Deputy County Attorney for Broward County, Florida, was involved in the negotiations related to Purdue. Something like the Purdue default allocation is currently in the draft connected to the Distributor and J&J deal.

The allocation above is superior for Florida’s subdivisions than that default allocation. Indeed, the State offered substantial improvements over those terms from the beginning of the negotiations that led to this MOU. We have attached a copy of the Purdue abatement term sheet for your review. Under that default allocation, there is no city/county fund. Only subdivisions with populations greater than 400,000 people are eligible to receive any monies directly. Almost all the monies will flow through the Managing Entities who are regionally supplying services. The allocation percentages for the regional bucket are dollar based and decrease to half, far more quickly than in the MOU. In other words, the allocation in this MOU allows a far greater recovery direct to each Florida city and county than the alternative and greater recoveries regionally for all subdivisions.

The allocation is also better than the cities and counties would achieve if damages were proportionally allocated. In the Purdue bankruptcy, over one hundred twenty-five Florida subdivisions filed proofs of claims. When the size of those claims is compared to that of the State’s claim, the State’s claim was more than four, almost five times larger than all the subdivisions’ claims combined. Subdivisions are getting substantially more than what their proportional share would be. The State is willing to agree to the larger because it frankly reflects the reality of how monies are currently being spent and is consistent with how the legislature has been appropriating monies to combat this crisis.
If individual subdivisions do not agree to a settlement, what will happen?

If there are hold outs or subdivisions that do not respond, the MOU contemplates that the State will either file a new suit or sever its claims against settling defendants from its existing opioid lawsuit and add political subdivisions and through either a class action mechanism or declaratory relief seek to bar future subdivision claims. Such action is necessary to ensure that the State and any subdivisions that agree to a settlement maximize their recoveries. This not a novel position and there is a substantial body of Florida law that exists that the State may resolve and release public claims including subdivision claims.¹ That being said, the State would prefer that we reach agreement on the allocation under the proposed MOU and handle things consensually. But, if there are holdouts, the State is prepared to litigate or seek legislation from the legislature to ensure that cities and counties that agree to this MOU are protected and will receive the recovery contemplated under the allocation.

What are the next steps and the timeline?

We would ask that you review the attached MOU and proposed model resolution supporting an agreement on the MOU terms. We will be scheduling calls to answer questions about the MOU. We would ask each subdivision to think about who is attending each session and ensure that any of those discussions will not violate Florida’s government-in-the-sunshine law. If you will contact my administrator, Janna Barineau, by e-mail (Janna.Barineau@myfloridalegal.com), we will include you in those discussions. After those discussions, we would then ask that you follow Florida law for approving such a resolution by your commission and in due course, pass it, and return a copy to me at the address on the first page of the letter. Potential settlements are anticipated in the coming weeks or months, but I cannot tell you exactly when a settlement will be finalized. These proposed settlements are

¹See Fla. Stat. §501.207(1)(c)(authorizing the Attorney General to bring “[a]n action on behalf of one or more consumers or government entities for actual damages...” under Florida’s Deceptive and Unfair Trade Practices Act); e.g., Engle v. Liggett Group, Inc., 945 So. 2d 1246, 1258-62 (Fla. 2006); Young v. Miami Beach Improvement Co., 46 So. 2d 26, 30 (Fla. 1950); Castro v. Sun Bank of Bal Harbour, 370 So. 2d 392, 393 (Fla. 3d DCA1979); City of New Port Richey v. State ex rel. O’Malley, 145 So. 903, 905 (Fla. 2d DCA 1962); also State of Florida ex rel. Shevin v. Exxon Corp., 526 F.2d 266, 275 (5th Cir. 1976) (holding that the Attorney General could file suit seeking damages for injuries sustained by government entities who had not specifically authorized the Attorney General to do so); Eggers v. City of Key West, 2007 WL 9702450, at *3 (S.D. Fla. Feb. 26, 2007) (concluding “applicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction.”); AEROJET-GENERAL CORP. v. ASKEL, 366 F. Supp. 901, 908-11 (N.D. Fla. 1973).
anticipated to include provisions which establish time limits on agreements between states and political subdivisions. As a result, we would request that you pass a resolution in the next 60-90 days, if possible.

Sincerely,

John M. Guard,
Chief Deputy Attorney General

cc: Richard Komando
1279 Kingsley Ave., Ste. 118
Orange Park, FL 32073
rich@claylawyers.com

Enc. Proposal with Ex. A and B
Recovery Spreadsheet
Purdue Abatement Term Sheet
Baker County
Community Development Department

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

STAFF REPORT

DATE ISSUED: April 2, 2021

ISSUED BY: Lara Diettrich, Director

SUBJECT: Ordinance No. 2021-021 SMALL SCALE LAND USE AMENDMENT

BACKGROUND

Clayton and Tabitha Blackshear, the owners of the subject parcel, have submitted two (2) applications with the Baker County Community Development Department requesting a change in land use and zoning. The subject parcel (Parcel No. 22-3S-21-0000-0000-0085), consisting of 2.50 +/- acres, is located on Ira Starling Road at the southeast corner where it diverts southward to connect with Mudlake Road. The Blackshears reside on the adjacent parcel to the south of the subject parcel which fronts Mudlake Road.

INTENT

The subject parcel has a land use designation of Agriculture B (AG B) and a zoning district of Agriculture 7.5 (AG 7.5). The Applicant proposes a change in land use from AGRICULTURE B TO VERY LOW DENSITY RESIDENTIAL. There is a companion rezoning application that has been submitted. The Applicant proposes a change in land use to bring the subject parcel into compliance for future use.

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

- North: Agriculture B/Agriculture 7.5
- South: Agriculture B/Agriculture 7.5
- East: Agriculture B/Agriculture 5 and 7.5
- West: Agriculture B/Agriculture 7.5
COMPREHENSIVE PLAN

CURRENT LAND USE CATEGORY

Policy A.1.10.1 Agriculture

A. Agriculture Ag B

The category Ag B is in transition because of development potential as a result of location. Ag B lands lie at the fringe of developing areas, along major transportation routes or contain within the area numerous pockets of already developed parcels.

Ag B lands are intended to be used for small-scale agriculture activities such as cultivation of field crops, livestock, dairies, or other uses on a limited scale.

Ag B lands may be developed at a maximum density of one (1) dwelling unit per 5.0 acres.

PROPOSED LAND USE CATEGORY

Policy A.1.10.2 Residential

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

The following minimum criteria pertain to residential land use categories:

- All development must meet building codes and have either a County Department of Health approved well and septic tank installation or connection to central water/sewer facilities.

- Compliance with the Concurrency Management System is required before development will be permitted at the stated densities/intensities of use.

- **Very Low Density**
  Range of density from a maximum density of 1 dwelling unit per acre to a minimum of 1 unit per 7.5 acres, which will include zoning categories: Ag 7.5, RCMH1, RC1, and RCMH 2.5.

ANALYSIS OF CURRENT CONDITION OF THE SITE

The National Wetlands Inventory (NWI) Florida Wetland Survey (FWS) map does not identify a wetland on the subject parcel. The United States Geological Survey (USGS) map does not show a local depression. However, based on aerial imagery, it does look as if there is a depressional wetland possibly caused by the construction of the road.

The development of these types of lots are handled by Florida Department of Environmental Protection (FDEP). The proper procedure is for the homeowner to apply for an Exemption, a General Permit, or an Individual Permit for Single Family thru the FDEP to construct on the lot. FDEP will likely require a wetland survey or statement by wetland scientist that there are not wetlands on the site. If there are no wetlands on the site, the FDEP will issue an exemption.
letter. If there are wetlands, FDEP will require a wetland survey and that wetland impacts be minimized. FDEP will also want a grading and drainage plan(s).

Once FDEP issues either an exemption letter or a permit, the homeowner should be good to go with regards to wetlands. FDEP may require an as-built to confirm the built conditions with the plans.

This matter is regulated at the state level, but also at the local level if local requirements are stricter. Baker County can/should require that a builder or would-be homeowner get something from FDEP before issuing a building permit. NOTE: Residential subdivision projects are regulated by the Water Management Districts (WMDs), whereas development on a single lot is regulated by FDEP.
DEVELOPMENT REVIEW COMMITTEE COMMENTS

Community Development Department
The application was circulated to the DRC Members and there were no comments, concerns or issues stated. NOTE: Further research was conducted of the subject parcel by a County on-call engineer and the abovementioned comments have concluded, based upon the agencies that prepare the data and maps provided, that there is no official wetland on this site nor topographical depression. Furthermore, the engineer speculated that the construction of Ira Starling Road may be the culprit of the unintended consequence of some of the area flooding. NOTE: The South Prong of the St. Mary’s River is in proximity to the north and the west of the subject parcel and adjacent parcels.

Nonetheless, the owner or future owner of the subject parcel will have to mitigate all adverse impacts and characteristics of the site in order to secure permits, pass inspections, and ultimately be issued a Certificate of Occupancy. Otherwise, the site would not be eligible for development.

Road and Drainage Department
The roadway is not the culprit, the area has been wet for decades due to surrounding wetlands

RECOMMENDATION

The request to bring the parcel into compliance will make it consistent with our Goals, Objectives, and Policies of our 2040 Baker County Comprehensive Plan.

Staff recommends APPROVAL of the proposed Small Scale Land Use Amendment from AGRICULTURE B to VERY LOW DENSITY RESIDENTIAL.
AGRICULTURE ZONE B

AGRICULTURE ZONE A

VERY LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

Parcels

Road Names
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA MAKING A SMALL SCALE AMENDMENT TO THE BAKER COUNTY COMPREHENSIVE PLAN BY RECLASSIFYING APPROXIMATELY 2.50 +/- ACRES OF REAL PROPERTY OWNED BY CLAYTON AND TABITHA BLACKSHEAR FROM AGRICULTURE B (AG B) TO VERY LOW DENSITY RESIDENTIAL (VLDR) IN ORDER TO BRING THE PARCEL INTO COMPLIANCE ON THE FUTURE LAND USE MAP; PROVIDING FINDINGS BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING DIRECTION FOR RECORDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, Section 163.3184, Florida Statutes, requires that any amendment to the Baker County Comprehensive Plan or any element of portion thereof be made by ordinance; and

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

WHEREAS, the proposed small scale amendment to the Baker County Future Land Use Map is for approximately 2.50 +/- acres of real property owned by CLAYTON AND TABITHA BLACKSHEAR; and

WHEREAS, the corresponding parcel identification number is 22-3S-21-0000-0000-0085; and

WHEREAS, a duly advertised public hearing was conducted on Thursday, April 8, 2021 after 6:00 P.M. by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on Tuesday, April 20, 2021 after 6:00 P.M. for the purpose of hearing public comments; and
WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on Tuesday, May 4, 2021 after 6:00 P.M. and approved the amendment to the Baker County Future Land Use Map; and

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

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

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

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by CLAYTON AND TABITHA BLACKSHEAR and identified by the Baker County Property Appraiser Identification Number: 22-3S-21-0000-0000-0085; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

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

Section 4. Reclassification of Property. The Board of County Commissioners of Baker County, Florida reclassifies the parcel of real property described in “Exhibit 1” from AGRICULTURAL B (AG B) TO VERY LOW DENSITY RESIDENTIAL (VLDR) on the Future Land Use Map of the Baker County Comprehensive Plan.

Section 5. Direction to Staff. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Community Development Department is directed to file the same in the Official Records of Baker County, Florida.

Section 6. Recording of Ordinance. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Clerk of the Court is directed to file the same in the Official Records of Baker County, Florida.
Section 7. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.

PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this TUESDAY, MAY 4, 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

______________________________
OLIVER J. ANDERSON, CHAIR
COUNTY COMMISSION

ATTEST:

______________________________
STACIE HARVEY
CLERK OF THE BOARD
STAFF REPORT

DATE: March 4, 2021

STAFF: Lara Diettrich, Director
Community Development Department

SUBJECT: Ordinance No. 2021-022 REZONING

BACKGROUND

Clayton and Tabitha Blackshear, the owners of the subject parcel, have submitted two (2) applications with the Baker County Community Development Department requesting a change in land use and zoning. The subject parcel (Parcel No. 22-3S-21-0000-0000-0085), consisting of 2.50 +/- acres, is located on Ira Starling Road at the southeast corner where it diverts southward to connect with Mudlake Road. The Blackshears reside on the adjacent parcel to the south of the subject parcel which fronts Mudlake Road.

INTENT

The subject parcel has a land use designation of Agriculture B (AG B) and a zoning district of Agriculture 7.5 (AG 7.5). The Applicant proposes a change in zoning from AGRICULTURE 7.5 (AG 7.5) TO RESIDENTIAL CONVENTIONAL AND MOBILE HOME 2.5 (RCMH 2.5). There is a companion land use application that has been submitted. The Applicant proposes a change in zoning to bring the subject parcel into compliance for future use.

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

- North: Agriculture B/Agriculture 7.5
- South: Agriculture B/Agriculture 7.5
- East: Agriculture B/Agriculture 5 and 7.5
- West: Agriculture B/Agriculture 7.5
ORDINANCE CODE

CURRENT ZONING DISTRICT

Section 24.191.01 – AG 7.5 Agricultural District.

(a) Generally. This section applies to the AG 5.0 Agricultural District. The purpose of classifying land and water areas within this district is to preserve the rural and open character of lands within the Agricultural B land use category of the Comprehensive Plan and to provide for permanent residential housing in conjunction with agricultural uses. Furthermore, this district is to be used to protect agricultural lands from premature development. One unit per 5.0 acres to 7.4 acres will be permitted. Development must meet building codes and have a county department of health approved well and septic tank installation. Accessory uses and special uses are also permitted.

(b) Permitted uses and structures.

(1) Within any AG 5.0 district, permitted uses and structures allowed by right are as follows:

a. Church.
b. Farming.
c. Feed store (site plan review).
d. Fishponds (two acres or less).
e. Golf course/club.
f. Guest house (site plan review).
g. Labor camp (site plan review).
h. Mobile home (one unit per 5.0 acres).
i. Private riding stable (site plan review; see Section 24-148(c).
j. Public riding stable (site plan review; see Section 24-148(d).
k. Roadside produce stand.
l. Silviculture.
m. Single-family (one unit per 5.0 acres).
n. Special use (see Section 24-234).
o. Sports club.
p. Temporary use (see Section 23-234).
q. Veterinary clinic (site plan review).

(2) Additionally, within any AG 5.0 district, the following accessory uses and structures are allowed by right:

a. Storage buildings, sheds, tool houses, and private garages.
b. Noncommercial greenhouses and plant nurseries.
c. Play equipment.
d. Household pets.
e. Swimming pools.

(c) Permissible uses by special exception.
(1) Feed lot (site plan review)
(2) Family lot division.
(3) Kennel.
(4) Sawmill.
(5) Slaughterhouse (site plan review)
(6) Homestead division (site plan review).
(7) Wireless telecommunication facilities (see Section 24-235).
(8) Semi-public uses.
   a. Club.
   b. Lodge.
   c. Recreational association.
   d. Neighborhood association.
(9) Borrow pits with a surface area totaling less than ten (10) acres in size which meet the requirements of Section 24-161.

(d) Permissible use by mine permit.

(1) Excavation, mining and mineral extraction (see Section 24-159; on ten (10) acres or more).

(e) Permissible uses by limited notice.

(1) Day care center.
(2) Home occupation.

(f) Setback and other standards.

(1) Minimum lot requirements (width and area).
   a. Width: 200 feet.
   b. Area: 5.0 acres.
(2) Maximum lot coverage by all buildings and structures.
   a. Not applicable.
(3) Minimum yard requirements.
   a. Front: Fifty (50) feet.
   b. Side: Thirty (30) feet.
   c. Rear: Twenty-Five (25) feet.
(4) Maximum height of structures shall be thirty-five (35) feet.

PROPOSED ZONING DISTRICT

Section 24-192. Residential Conventional and Mobile Home 2.5 District.

(a) Generally. The provisions of this section apply to the RCMH 2.5 Residential Conventional and Mobile Home District. The purpose of classifying land and water areas within this district is to provide a transition between agriculture and residential uses and to accommodate large lot residential development of single-family conventional and mobile homes within the Very Low Density land use category of the comprehensive plan. One unit per 2½ acres will be permitted. Development must meet building codes and have a county department of health approved well and septic tank installation. Accessory uses and special uses are also permitted.

(b) Permitted uses and structures.
Within any RCMH 2.5 district, permitted uses and structures allowed by right are as follows:

a. Church.

b. Community residential facility, Type A.

c. Country club.

d. Fishponds (two acres or less).

e. Golf course/club.

f. Guest house (site plan review).

g. Reserved.

h. Mobile home (one unit per 2.5 acres).

i. Roadside produce stand.

j. Silviculture.

k. Single-family conventional (one unit per 2.5 acres).

l. Special use (see section 24-234).

m. Temporary use (see section 24-234).

Additionally, within any RCMH 2.5 district the following accessory uses and structures are allowed:

a. Storage buildings, sheds, tool houses and private garages.

b. Noncommercial greenhouses and plant nurseries.

c. Play equipment.

d. Household pets.

e. Swimming pools.

Permissible uses by special exception.

(1) Private riding stable (site plan review; see section 24-148(c)).

(2) Public riding stable (site plan review; see section 24-148(d)).

(3) Veterinarian clinic (site plan review).

(4) Wireless telecommunication facilities (see section 24-235).

(5) Semi-public uses.

a. Club.

b. Lodge.

c. Recreational association.

d. Neighborhood association.

e. Cultural activities.

Permissible uses by limited notice.

(1) Day care center.

(2) Home occupation.

Setback and other standards.
(1) Minimum lot requirements (width, depth and area).
   a. Width: 200 feet.
   b. Area: 2.5 acres.
   c. Depth: 300 feet.

(2) Maximum lot coverage by all buildings and structures.
   a. Not applicable.

(3) Minimum yard requirements.
   a. Front: 50 feet.
   b. Side: 30 feet.
   c. Rear: 50 feet.

(4) Maximum height of structures. Maximum height of structures shall be 45 feet.

ANALYSIS OF CURRENT CONDITION OF THE SITE

The National Wetlands Inventory (NWI) Florida Wetland Survey (FWS) map does not identify a wetland on the subject parcel. The United States Geological Survey (USGS) map does not show a local depression. However, based on aerial imagery, it does look as if there is a depressional wetland possibly caused by the construction of the road.

The development of these types of lots are handled by Florida Department of Environmental Protection (FDEP). The proper procedure is for the homeowner to apply for an Exemption, a General Permit, or an Individual Permit for Single Family thru the FDEP to construct on the lot. FDEP will likely require a wetland survey or statement by wetland scientist that there are not wetlands on the site. If there are no wetlands on the site, the FDEP will issue an exemption letter. If there are wetlands, FDEP will require a wetland survey and that wetland impacts be minimized. FDEP will also want a grading and drainage plan(s).

Once FDEP issues either an exemption letter or a permit, the homeowner should be good to go with regards to wetlands. FDEP may require an as-built to confirm the built conditions with the plans.

This matter is regulated at the state level, but also at the local level if local requirements are stricter. Baker County can/should require that a builder or would-be homeowner get something from FDEP before issuing a building permit. NOTE: Residential subdivision projects are regulated by the Water Management Districts (WMDs), whereas development on a single lot is regulated by FDEP.
AERIAL OF SUBJECT PARCEL

FLORIDA WETLANDS SURVEY OF SUBJECT PARCEL

US GEOLOGICAL SURVEY MAP OF SUBJECT PARCEL

DEVELOPMENT REVIEW COMMITTEE COMMENTS

Community Development Department
The application was circulated to the DRC Members and there were no comments, concerns or issues stated. NOTE: Further research was conducted of the subject parcel by a County on-call engineer and the abovementioned comments have concluded, based upon the agencies that prepare the data and maps provided, that there is no official wetland on this site nor topographical depression. Furthermore, the engineer speculated that the construction of Ira Starling Road may be the culprit of the unintended consequence of some of the area flooding. NOTE: The South Prong of the St. Mary’s River is in proximity to the north and the west of the subject parcel and adjacent parcels.

Nonetheless, the owner or future owner of the subject parcel will have to mitigate all adverse impacts and characteristics of the site in order to secure permits, pass inspections, and ultimately be issued a Certificate of Occupancy. Otherwise, the site would not be eligible for development.

Road and Drainage Department
The roadway is not the culprit, the area has been wet for decades due to surrounding wetlands

RECOMMENDATION

The request to bring the parcel into compliance will make it consistent with our Goals, Objectives, and Policies of our 2040 Baker County Comprehensive Plan.

Staff recommends APPROVAL of the proposed Small Scale Land Use Amendment from AGRICULTURE B to VERY LOW DENSITY RESIDENTIAL.
Property Appraiser Map

2/15/2021, 5:49:14 PM

2040 County Future Land Use:
- AGRICULTURE ZONE B
- AGRICULTURE ZONE A
- VERY LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- Parcels
- Road Names
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA AMENDING THE BAKER COUNTY ZONING MAP BY RECLASSIFYING APPROXIMATELY 2.50 +/- ACRES OF REAL PROPERTY OWNED BY CLAYTON AND TABITHA BLACKSHEAR FROM AGRICULTURE 7.5 (AG 7.5) TO RESIDENTIAL CONVENTIONAL AND MOBILE HOME 2.50 (RCMH 2.5) WITH THE INTENT OF BRINGING THE PARCEL INTO COMPLIANCE WITH ITS ACREAGE; PROVIDING FOR A CHANGE OF ZONING; PROVIDING DIRECTIONS FOR RECORDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, the Board of County Commissioners of Baker County, Florida wishes to amend the Baker County Zoning Map; and

WHEREAS, the proposed zoning change is for approximately 2.50 +/- acres of real property owned by CLAYTON AND TABITHA BLACKSHEAR; and

WHEREAS, the corresponding parcel identification number is 22-3S-21-0000-0000-0085; and

WHEREAS, a duly advertised public hearing was conducted on Thursday, April 8, 2021 after 6:00 P.M. by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on Tuesday, April 20, 2021 after 6:00 P.M. for the purpose of hearing public comments; and

WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on Tuesday, May 4, 2021 after 6:00 P.M. and approved the Rezoning; and

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

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

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

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by CLAYTON AND TABITHA BLACKSHEAR and identified by the Baker County Property Appraiser Identification Number: 22-3S-21-0000-0000-0085; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

Section 3. Purpose and Authority of Ordinance. This Ordinance is adopted for the purpose of rezoning the above described real property pursuant to chapter 24 of the Baker County Land Development Regulations.

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

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

Section 6. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.
PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this TUESDAY, MAY 4, 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

________________________
OLIVER J. ANDERSON, CHAIR
COUNTY COMMISSION

ATTEST:

________________________
STACIE HARVEY
CLERK OF THE BOARD
DATE: April 2, 2021

ISSUED BY: Lara K. Diettrich, Director

RE: EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PRELIMINARY REVIEW (The Ranches of Glen)

BACKGROUND

Charles F. Matthews, acting as the agent on behalf of the Applicant/Owner HJB Timberlands, LLC, has submitted one (1) application with the Baker County Community Development Department requesting an EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PRELIMINARY REVIEW. The applicant proposes a subdivision in the name of The Ranches of Glen for a portion of the parent parcel (Parcel No. 20-2S-21-0000-0000-0020). The subject parcel has a future land use designation of Agriculture A, a current zoning district of Agriculture 10, and consists of 144.65 +/- gross acres. The net acreage relevant to this application is 113.06 +/- acres.

INTENT

The Applicant proposes to create eleven (11) single family lots consisting of the following acreages totaling a net 113.06 +/- acres (SEE EXHIBIT ON THE PAGE 2):

- Parcel 1: 10.20 +/- acres
- Parcel 2: 11.00 +/- acres
- Parcel 3: 10.00 +/- acres
- Parcel 4: 10.00 +/- acres
- Parcel 5: 10.00 +/- acres
- Parcel 6: 10.02 +/- acres
- Parcel 7: 10.01 +/- acres
- Parcel 8: 10.81 +/- acres
- Parcel 9: 10.95 +/- acres
- Parcel 10: 10.01 +/- acres
- Parcel 11: 10.06 +/- acres

The surrounding future land use categories and current zoning districts are:

- **North:** Agriculture B/Agriculture 7.5
- **East:** Agriculture A/Agriculture 10
- **South:** Agriculture A/Agriculture 10
- **West:** Agriculture B/Agriculture 7.5
Proposed Subdivision Site Plan

ACCESS

There are three (3) access points for ingress/egress:

First Access (North)

The northwest corner of the parent parcel has frontage with direct access to Cow Pen Road. The applicant proposes a 60-foot wide access roadway to the proposed subdivision. The access point on Cow Pen Road is a half mile north of where the pavement on Cow Pen Road ends and the dirt begins and is approximately 0.32 +/- of a mile south of Hamp Register Road/Claude Harvey Road. Cow Pen Road is a County maintained unpaved roadway. This access runs the entire northern boundary of the subject parcel. The applicant intends to improve the existing roadway with lime rock and 5 inches of rolled asphalt millings with 20-foot wide shoulders, road-side swales, and a treated turnaround area for emergency vehicles. This access will be deeded fee-simple to the Homeowners Association (HOA) for all maintenance purposes through the covenants, deeds, and restrictions upon 80% of lots sold. (SEE EXHIBIT ON PAGE 3)

Second Access (Southwest)

At the southwestern portion of the proposed subdivision there is a 60-foot wide access roadway that continues southward connecting with Noel Road, a private unpaved roadway that belongs to the subdivision adjacent to the south. As with the northern access, the southwestern access will be deeded fee-simple to the owners of the parcels within The Ranches of Glen. However, the intent is for this southwestern access to be used for emergency purposes only. (SEE EXHIBIT ON PAGE 3)
Third Access (Southeast)

At the southeastern portion of the proposed subdivision there is a 60-foot wide access roadway that continues southward connecting with Noel Road, a private unpaved roadway that belongs to the subdivision adjacent to the south. As with the northern and southwestern accesses, the southeastern access will be deeded fee-simple to the owners of the parcels within The Ranches of Glen. However, the intent is for this southeastern access to be used for emergency purposes only. (SEE EXHIBIT BELOW).

![Map of access roadways](image)

The applicant has requested an Exemption from the Subdivision Requirements for Preliminary Review per Section 24-393(c) of the Ordinance Code.

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

**ORDINANCE CODE**

Sec. 24-393. - Development requirements and exemptions. *(Code language is italicized)*

(a) General provisions.

(1) No development permit or building permits, shall be issued unless the developer has compiled with the provisions of this section. A residential development permit may only be issued after the following conditions are met:
a. On any lot used for residential purposes, no more than one residential building or structure will be allowed on a lot, unless a guest house or exception is approved as set out in this chapter.

b. Every residential lot shall abut a street other than an alley for at least 25 feet, except the minimum frontage for a lot on a cul-de-sac shall be 15 feet.

c. All roads included within the proposed subdivision of land shall be paved in accordance with the standards set forth in section 24-354(d)(3).

d. All other applicable requirements of this chapter will also be satisfied.

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

a. Platted subdivisions or unplatted lands which do not meet the definition of "subdivision" in section 24-390; or

b. The division of land as a homestead exemption as defined in this chapter.

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

(1) Relation to adjoining street system. The arrangement of streets in the new subdivisions shall make provisions for the continuation of the principal existing streets in adjoining areas (or their proper projection, where adjoining land is not subdivided) insofar as that may be deemed necessary by the board for public requirements. The street arrangement shall not cause hardships to owners of adjoining property when they plat their own land and/or seek to provide convenient access to it. Offset streets shall be avoided but in no event shall there be less than 150 feet between offsets. The angle of intersection between streets shall not vary by more than 15 degrees from a right angle.

(2) Access. All proposed developments shall meet the standards set forth in this chapter. All subdivisions consisting of 25 lots or more shall provide at least two points of access subject to the approval of the board of county commissioners. One access may be closed to public access if it is approved by the emergency services director or his designee as being accessible to county emergency services.

(3) Existing roads. If the width of an existing county-maintained road which is required to be paved pursuant to this section does not meet the width requirements for road improvements as set forth in this chapter, then the developer may present to the county an engineering plan for the paving of said road which accounts for the existing width available for road improvements. If the county accepts the presented engineering plan, then the road may be paved pursuant to the presented engineering plan and the width requirements shall be waived for said road, provided that all other applicable requirements for road improvements as set forth in this chapter are met.

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

(d) Fee for ten-acre subdivision exemption. The fee to apply for a ten-acre subdivision exemption shall be paid at the time of the filing of the application for a preliminary exemption from the requirements of this section and section 24-394.

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

REQUIRED RESPONSES TO THE EXEMPTION CHECKLIST PER SECTION 24-394(4)(a)(b)

a. Existing Conditions

1. There are no railways, transmission lines, public water/sewer systems, wells larger than 4 inches, water mains, fire hydrants, or underground utilities on this site. There are overhead power distribution lines along both Cow Pen Rd and Noel Rd. Proposed 60 ft ROW easements are identified on the improvements diagram. There are no buildings on the property.

2. There is no land that is deemed Unusable for development purposes by deed restrictions or other legally enforceable limitations.

3. This property has been utilized as a timber plantation or hay field for more than twenty years. There is a wetland intrusion into the property on the southern boundary. It will remain as wetlands and there will be a 100-foot building setback from these areas recorded in the deed. There will be no development or construction activity inside any wetland without proper USACOA, SJRWMD, or other regulating agency permits.

4. The approximate location of the wetland is the southern, wooded portion of the property. There are no restricted development zones and no areas of historic or archaeological significance have been identified.

5. The existing land use of the property is Agriculture 10.

6. The abutting properties are as follows: To the north, Ag-10 currently being utilized for silviculture. To the south, bordered by ten acre lots with frontage on Noel Road. To
the east is AG-10 being utilized for silviculture. To the west are ten acre lots with
frontage on Cow Pen Road.

7. The proposed development is a 6.2-mile drive from both Westside Elementary
School and Baker County High School.

b. Proposed development activities and design

1. This application is for the development of a private equestrian community consisting
of 11 lots ranging from 10 - 11 acres, suitable for site built and mobile homes, being
double wide or bigger, no smaller than 1500 square feet in size and no older than
five years in age, with an HOA maintained stabilized millings road having 4” of lime
rock base and 5” of rolled asphalt millings.

2. There will be ample parking as the minimum lot size is 10 acres and a treated
turnaround will be installed 1780’ from Cow Pen Road between lots 1-3 and 2590’
from Cow Pen Road between lots 8-9 to ensure circulation.

3. The proposed access roadway will be the northwestern access on Cow Pen Road.
The two access roadways on the south that conjoin with Noel Road will be used for
emergency access only.

4. An engineered grading and storm water management plan with a dry hydrant(s) will
be included in the final development plans pending approval.

5. This property will be serviced by private well and septic systems. There are private
septic systems on the south and western borders of this property.

6. Because of the large lot characteristics of this proposed community, no open spaces
are being set aside or designated as open space.

7. There are no plans currently to dedicate or transfer any portion of this proposed
development to any public entity. Developer will relinquish maintenance of the
roadways and drainage structures to the HOA once they have sold eighty percent
(80%) of their inventory.

8. There does not appear to be any conflict with this proposed community as there are
single family site-built and manufactured homes to the north and east with varying lot
sizes.
DEVELOPMENT REVIEW COMMITTEE COMMENTS

Community Development Department, Lara K. Diettrich, Director

The Baker County Ordinance Code’s Land Development Regulations speak to subdivisions in numerous places but, most specifically to development requirements, exemptions, and procedures for review of development plans in Sections 24-393 and 24-394.

Section 24-393(b) states:

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

However, Ordinance No. 2012-11 (recorded on 8-21-2012) contradicts this portion of the Code. It states in summary:

An Ordinance of the Board of County Commissioners of Baker County, Florida amending the Baker County Land Development Regulations to establish an exemption from subdivision permitting requirements for certain subdivisions with parcels twenty (20) acres or larger on existing county roads; allowing new exempt existing county unpaved roads; establishing an exemption from subdivisions permitting requirements for certain subdivisions with parcels five (5) acres in size and located on a paved roadway; and establishing a new zoning designation of “AG 20”; correcting scivener’s errors; repealing conflicting ordinances; providing directions to the codifier; providing for severability and providing an effective date.

With this language having direct conflict with one another, I must choose the most recent decision that they County has made with the enactment of Ordinance No. 2012-11. There is a table within the Ordinance that depicts that all subdivisions since 1991 shall have the following connectivity:

<table>
<thead>
<tr>
<th>ZONING</th>
<th>LOT SIZE</th>
<th>ROAD</th>
<th>SUBDIVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>AG 20</td>
<td>20+ acres</td>
<td>Existing County Road</td>
<td>Exempt Checklist</td>
</tr>
<tr>
<td>AG 10</td>
<td>10-20 acres</td>
<td>Existing County Road</td>
<td>Exempt Checklist</td>
</tr>
<tr>
<td>AG 7.5</td>
<td>5-10 acres</td>
<td>Existing County Paved Road</td>
<td>Exempt Checklist</td>
</tr>
<tr>
<td>AG 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>¼ ACRE &amp;</td>
<td>¼ acres to 5</td>
<td>New or Existing Paved</td>
<td>Platting/Recording</td>
</tr>
<tr>
<td>½ ACRE</td>
<td>acres</td>
<td>Road</td>
<td></td>
</tr>
</tbody>
</table>

Due to this Ordinance, which is codified within the Ordinance Code, the proposed subdivision is precisely what the County Commission intended by adopting and enacting this Ordinances’ requirements.

The proposed subdivision is a large lot subdivision that will have little impact on the surrounding area and is in keeping with the character of the surrounding area. As far as accessibility for emergency vehicles, the access roadways and internal roadways will be treated as stated
above with lime rock and 5 inches of asphalt rolled millings. The only section that emergency vehicles will travel that is unpaved is ½ mile of Cow Pen Road that commences at Noel and Cow Pen Roads and continues northbound to the northwestern access to the subject parcel.

On-Call County Engineer, Lisa Baker, P.E./Locklear & Associates, Inc. concurred with the Community Development Department in its findings.

Baker County Fire & Rescue, Chief Trevor Nelson concurred with the Community Development Director’s findings. There is some concern with regard to the ½ mile portion of Cow Pen Road from Noel Road to the northwest access point into the proposed subdivision.

Public Works Department, Robert Fletcher no concern as the policy speaks for itself and the unpaved portion of the road is minor.

Florida Health Department, Terry Graham had no comments.

Building Official, Bryan Higginbotham had no comments.

Baker County School District, Franklin “Denny” Wells had no comments.

Baker County Economic Development Commission, Darryl Register had no comments.

RECOMMENDATION
Staff recommends APPROVAL.
SUBDIVISION for Parcel #1 in Section 20 Township 2 South, Range 21 East Baker County, Florida

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Area (acres)</th>
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<tbody>
<tr>
<td>1</td>
<td>10.20</td>
</tr>
<tr>
<td>2</td>
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<td>11</td>
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</table>
DATE: April 3, 2021

FROM: Lara K. Diettrich, Director

SUBJECT: Ordinance No. 2021-026 Small Scale Land Use Amendment

BACKGROUND

Erin Bullard, the trustee on behalf of the Bethel Prayer Retreat, LLC, has submitted applications for a Small Scale Land Use Amendment and Rezoning. The subject parcel (Parcel No. 01-3S-21-0000-0000-0083) is located at the southwest quadrant of I-10 and CR 125 and consists of 19.96 +/- acres. The subject parcel’s future land use category is Agriculture B (AG B) and its zoning district is Agriculture 7.5 (AG 7.5). The site had previously been staged without permits, thus the need to eradicate the non-conforming structures and obtain entitlements that would allow Ms. Bullard to create the development she is seeking.

INTENT

The Applicant is requesting a Small Scale Land Use Amendment to change the land use from its current future land use category of Agriculture B to Commercial (COM). The Applicant’s intent is to create a prayer retreat where people may come to commune with God and nature. The Applicant proposes the following structures and accessories: a maximum of ten (10) 8’ by 8’ prayer cabins, a 12’ by 12’ welcome/reception building with a screened porch, ADA public restroom facility, various storage sheds for equipment storage purposes only, a 30’ by 30’ caretaker’s cottage, and fifteen (15) benches placed throughout the property’s nature trails.

The hours of the prayer retreat are proposed to be Monday through Saturday from sunrise to sunset. The following uses are prohibited: camping overnight, recreation hiking of trails, pet exercise on trails, and church group gatherings, groups solely for the purpose of recreational/nature activities. The Applicant intends to prepare and manage the facility with community church volunteers.
The subject parcel is bound by the following land use categories and zoning districts:

- **North:** Commercial, Recreation, Agriculture B/Commercial Highway, Agriculture 7.5
- **South:** Agriculture B, Very Low Density Residential/Agriculture 7.5, Residential Conventional 1
- **East:** Agriculture B/Agriculture 7.5
- **West:** Agriculture B/Agriculture 7.5

**BAKER COUNTY 2040 COMPREHENSIVE PLAN**

**CURRENT FUTURE LAND USE CATEGORY**

**Policy A.1.10.1 Agriculture A. Agriculture Ag A**

**B. Agriculture Ag B**

The category Ag B is considered to be in transition because of development potential as a result of location. Ag B lands lie at the fringe of developing areas, along major transportation routes or contain within the area numerous pockets of already developed parcels.

Ag B lands are intended to be used for small-scale agriculture activities such as cultivation of field crops, livestock, dairies, or other uses on a limited scale. Ag B lands may be developed at a maximum density of one (1) dwelling unit per 7.5 acres.

**PROPOSED FUTURE LAND USE CATEGORY**

**Policy A.1.10.4 Commercial**

The commercial land use category is intended for activities that are predominately associated with the sale, rental, and distribution of products or the performance of service.

Commercial land use includes offices, retail, lodging, restaurants, services, commercial parks, shopping center, or other similar business activities. The maximum intensity for commercial development shall not exceed 0.45 Floor Area Ratio. Public/Institutional uses and Recreation uses are allowed within the commercial land use category. The maximum height shall not exceed forty (40) feet.

**Policy A.1.6.1 Encourage and Incentivize the Urban Growth Area**

The County shall encourage infilling in areas of the County within the urban growth area by providing incentives. These incentives may include, but not be limited to, the following examples: providing a one-year extension in the construction of recreational facilities, and fast-tracking the approval process for building permits, providing the requirements of concurrency and the provisions of the 2040 Plan are met.
Policy A.1.8.1 Permitting Planned Unit Developments (PUDs)

Planned Unit Developments (PUDs) may be used to protect agricultural and environmentally sensitive areas and to increase the potential for development of water/sewer facility systems and more effective drainage systems.

Policy A.1.8.6 Preserve the Natural Qualities of the Community

The County shall develop comprehensive plan policies to improve the quality of life in Baker County and establish a vision for future growth and development within the framework of the community. At a minimum, the policies should include directives that:

a. Preserve and enhance the community tree canopy and natural vegetation;

b. Improve the visual of streets and highways;

c. Preserve and protect neighborhoods by strengthening their internal physical design features and their connection to neighboring activities;

d. Encourage mixed-use corridor and centers with stronger connectivity and more attractive physical design;

e. Design public buildings, facilities, and spaces to promote a sense of community;

f. Protect and enhance the rural areas with standards for the design of physical features of the rural landscape; and

g. Increase public appreciation and enjoyment of the County’s historic archaeological, and natural resources.

Policy I.1.2.4 Promote Nature-Based Tourism Destination

The County shall promote Baker County as a tourism destination with an emphasis on nature-based tourism, and tourism-related businesses that complement the County’s natural resources.

DEVELOPMENT REVIEW COMMITTEE COMMENTS

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

Fire and Rescue Department/Chief Trevor Nelson

- No issues with the proposed use. Perhaps one additional access point may be created for emergency access only.
- There is a hydrant at the Journey store approximately 1,863 +/- feet to the north, located at the northwest quadrant of I-10 and CR 125 which of course appeals to Fire & Rescue.

Roadway and Drainage Department/Robert Fletcher, Director

- No issues with proposed use.

Community Development Department/Lara Diettrich, Director

- The Urban Growth Area (UGA) is a policy that has been in the Baker County Comprehensive Plan for over 12 years. It is not unique to Baker County as it is a Best Practices Planning Tool used universally throughout the world. Reid Stafford Road is one of the major roadways that is located within the UGA (See Map attached). It
encompasses area that spans from the Woodstock Industrial Property (west) to the East Perimeter Industrial Park (east); from Mudlake Road (south) to land that traverses from east to west approximately 3-4 miles north of I-10 (north). Clustering development along major roadways is where density is intended to be located as to deter sprawl. Reid Stafford Road is part of the “spine” of the UGA and intended for growth.

- The proposed use is not only supported by the UGA but, the intended uses and commercial character are consistent with an interstate interchange.
- Given that this Small Scale Land Use Amendment application is accompanied by a Planned Unit Development (PUD) zoning application, this gives the County confidence in control mechanisms as the PUD, if ever wished to be altered, would have to come back to the Community Development Department for review and then potentially new submittals and public hearings. There are major and minor modifications to PUDs; major modifications are required for reasons such as when there is an increase in density or square footage of structures previously approved; and minor may be required if there are some movements of amenities or required accessories without an increase to impacts.

LAND PLANNING AGENCY RECOMMENDATION

This application was previously advertised and deferred due to a change in requested future land use and zoning.

RECOMMENDATION

Staff recommends APPROVAL of the request seeking a change in future land use to COMMERCIAL.
ORDINANCE 2021-026

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA MAKING A SMALL SCALE AMENDMENT TO THE BAKER COUNTY COMPREHENSIVE PLAN BY RECLASSIFYING APPROXIMATELY 19.96 +/- ACRES OF REAL PROPERTY OWNED BY BETHEL PRAYER RETREAT, LLC FROM AGRICULTURE B (AG B) TO COMMERCIAL (COM) WITH THE INTENT OF CREATING A NATURE PRAYER RETREAT; PROVIDING FINDINGS BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING DIRECTION FOR RECORDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, Section 163.3184, Florida Statutes, requires that any amendment to the Baker County Comprehensive Plan or any element of portion thereof be made by ordinance; and

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

WHEREAS, the proposed small scale amendment to the Baker County Future Land Use Map is for approximately 19.96 +/- acres of real property owned by; and BETHEL PRAYER RETREAT, LLC

WHEREAS, the corresponding parcel identification number is 01-3S-21-0000-0000-0083; and

WHEREAS, a duly advertised public hearing was conducted on Thursday, April 8, 2021 after 6:00 P.M. by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on Tuesday, April 20, 2021 after 6:00 P.M. for the purpose of hearing public comments; and
WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on Tuesday, May 4, 2021 after 6:00 P.M. and approved the amendment to the Baker County Future Land Use Map; and

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

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

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

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by BETHEL PRAYER RETREAT, LLC and identified by the Baker County Property Appraiser Identification Number: 01-3S-21-0000-0000-0083; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

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

Section 4. Reclassification of Property. The Board of County Commissioners of Baker County, Florida reclassifies the parcel of real property described in “Exhibit 1” from AGRICULTURE B (AG B) TO COMMERCIAL (COM) on the Future Land Use Map of the Baker County Comprehensive Plan.

Section 5. Direction to Staff. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Community Development Department is directed to file the same in the Official Records of Baker County, Florida.

Section 6. Recording of Ordinance. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Clerk of the Court is directed to file the same in the Official Records of Baker County, Florida.
Section 7. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.

PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this TUESDAY, MAY 4, 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

________________________
OLIVER J. ANDERSON, CHAIR
COUNTY COMMISSION

ATTEST:

________________________
STACIE HARVEY
CLERK OF THE BOARD
Erin Bullard, the trustee on behalf of the Bethel Prayer Retreat, LLC, has submitted applications for a Small Scale Land Use Amendment and Rezoning. The subject parcel (Parcel No. 01-3S-21-0000-0000-0083) is located at the southwest quadrant of I-10 and CR 125 and consists of 19.96 +/- acres. The subject parcel's future land use category is Agriculture B (AG B) and its zoning district is Agriculture 7.5 (AG 7.5). The site had previously been staged without permits, thus the need to eradicate the non-conforming structures and obtain entitlements that would allow Ms. Bullard to create the development she is seeking.

INTENT

The Applicant is requesting a Rezoning to change the zoning district from its current zoning of Agriculture 7.5 to Planned Unit Development (PUD). The Applicant's intent is to create a prayer retreat where people may come to commune with God and nature. The Applicant proposes the following structures and accessories: a maximum of ten (10) 8' by 8' prayer cabins, a 144-165 square foot welcome/reception building with a screened porch, ADA public restroom facility, various storage sheds for equipment storage purposes only, a 30' by 30' caretaker's cottage, and fifteen (15) benches placed throughout the property's nature trails.

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North: Commercial, Recreation, Agriculture B/Commercial Highway, Agriculture 7.5

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

East: Agriculture B/Agriculture 7.5

West: Agriculture B/Agriculture 7.5

BAKER COUNTY ORDINANCE CODE

CURRENT ZONING DISTRICT

Sec. 24-191. - AG 7.5 Agricultural District.

(a) Generally. This section applies to the AG 7.5 Agricultural District. The purpose of classifying land and water areas within this district is to preserve the rural and open character of lands within the Agricultural B land use category of the comprehensive plan and to provide for permanent residential housing in conjunction with agricultural uses. Furthermore, this district is to be used to protect agricultural lands from premature development. One unit per 7.5 acres to one unit per 19 acres will be permitted. Development must meet building codes and have a county department of health approved well and septic tank installation. Accessory uses and special uses are also permitted.

(b) Permitted uses and structures.

(1) Within any AG 7.5 district, permitted uses and structures allowed by right are as follows:

   a. Church.
   b. Farming.
   c. Feed store (site plan review).
   d. Fishponds (two acres or less).
   e. Golf course/club.
   f. Guest house site plan review).
   g. Labor camp (site plan review).
   h. Mobile home (one unit per 7.5 acres).
   i. Private riding stable (site plan review; see section 24-148(c)).
   j. Public riding stable (site plan review; see section 24-148(d)).
   k. Roadside produce stand.
   l. Silviculture.
   m. Single-family (one unit per 7.5 acres).
   n. Special use (see section 24-234).
   o. Sports club.
p. Temporary use (see section 24-234).
q. Veterinary clinic (site plan review).
r. Borrow pits with a surface area totaling less than ten acres in size which meet the requirements of section 24-161.

(2) Additionally, within any AG 7.5 district the following accessory uses, and structures are allowed:

a. Storage buildings, sheds, tool houses and private garages.
b. Noncommercial greenhouses and plant nurseries.
c. Play equipment.
d. Household pets.
e. Swimming pools.

(c) **Permissible uses by special exception.**

(1) Feed lot (site plan review).
(2) Family lot division.
(3) Kennel.
(4) Sawmill.
(5) Slaughterhouse (site plan review).
(6) Homestead division (site plan review).
(7) Wireless telecommunication facilities (see section 24-235).
(8) Semi-public uses.
   a. Club.
   b. Lodge.
   c. Recreational association.
   d. Neighborhood association.
(9) Borrow pits with a surface area totaling less than ten acres in size which meet the requirements of section 24-161.

(d) **Permissible use by mine permit.**

(1) Excavation, mining and mineral extraction (see section 24-159; on ten acres or more).

(e) **Permissible uses by limited notice.**

(1) Day care center.
(2) Home occupation.

(f) **Setback and other standards.**

(1) Minimum lot requirements (width and area).
   a. Width: 200 feet.
   b. Area: 7.5 acres.
(2) Maximum lot coverage by all buildings and structures.
a. Not applicable.

(3) Minimum yard requirements.
   a. Front: 50 feet.
   b. Side: 30 feet.
   c. Rear: 25 feet.

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

PROPOSED ZONING DISTRICT

Sec. 24-209. - PUD Planned Unit Development District.

(a) Generally. The provisions of this section apply to the PUD Planned Unit Development District. For the purposes of this article, a planned unit development (PUD) shall mean the development of land under unified control which is planned and developed as a whole in a single or programmed series of operations with uses and structures which are substantially related to the character of the entire development. A PUD must also include a program for the provisions, maintenance and operation of all area, improvements, facilities, and necessary services for the common use of all occupants thereof. A rezoning to a PUD is required for lands subject to the provisions of article VIII of this chapter for a mobile home park, and for a recreational vehicle park.

(b) Application for reclassification to a PUD. A PUD shall be initiated by a rezoning request reclassifying the subject areas as a planned unit development. The application for reclassification to a PUD shall require the following:

   (1) Boundary survey or sketch of the area to be classified as a PUD, and a legal description.

   (2) The name and address of the owner and, if applicable, evidence of the assignment of an agent who represents the owner.

   (3) Evidence of unified control of the entire area within the PUD with all owners within the area of same identified, such as deed, power of attorney, etc.

   (4) An agreement by all owners within the PUD which includes their commitment to:

      a. Proceed with the proposed development in accordance with the adopted PUD ordinance as advertised and approved by the board of county commissioners; and

      b. Bind their successors-to-title to any commitments made in their application.

(c) Materials to accompany petition. An application for reclassification to or development of a PUD shall be accompanied by the following in sufficient copies as deemed necessary by the board of county commissioners for referrals and recommendations:

   (1) A written description of the intended plan of development, clearly indicating where approval of the PUD will benefit the future occupants of the proposed development and the county in general.

   (2) A sketch plan at an appropriate scale supporting the statement in subsection (c)(1) of this section illustrating:

      a. The conceptual location and identification of all uses;
b. The number, type and size of residential units proposed and their general site
distribution or the square footage, height and floor area ratio of nonresidential
uses;
c. Vehicular and pedestrian circulation diagram, including access points, width of
existing street pavement and the type of street;
d. A plan for open space and recreational uses, with estimates of approximate
acreage to be dedicated and to be retained in common or private ownership;
e. A topographic map at an appropriate scale showing existing contour lines,
including all existing buildings, wooded areas, and unique natural features;
f. Location of habitat of rare, endangered or special concern plant and animal
species, if any; and location of any wellfields on the property or within 200 feet of
the property boundary;
g. Location of any high aquifer recharge areas;
h. Location of floodplain within the property, approximate location of wetlands,
environmentally sensitive line and proposed setbacks.

(3) General statement indicating how the maintenance and ownership of common facilities
will be handled.

(4) Conceptual development phasing including:
   a. Areas to be developed;
   b. Streets, utilities and other improvements necessary to serve each phase of the
      proposed development;
   c. The dedication of land to public use.

(5) Vehicular peak hour traffic movement, indicating its point of access to or egress from
the property (this requirement may be waived by the planning and zoning director when
it is determined that the proposed development is of such limited size that it will create
no undue volume of vehicular traffic movement).

(6) Location, character, and scale of parking including screening, buffering and
landscaped areas, with estimates of approximate acreage to be dedicated and to be
retained in common or private ownership.

(7) A proposed utility service concept plan, including sanitary sewers, storm drainage and
potable water supply, showing general location of major water and sewer lines, plant
location, lift stations and indicating whether gravity or forced systems are planned.

(8) A statement with general information regarding provisions for fire protection.

(9) A statement regarding the contributions which will be made by the developer to local
government for facility expansion required as a result of development or as a condition
of rezoning.

(10) Any special surveys, approvals, or reports.

(d) Action by the board of county commissioners. After notice and public hearing in accordance
with article X of this chapter, F.S. §§ 163.3184 and 163.3187, and the county
comprehensive plan policy A.1.9.3.B, the board of county commissioners may enact an
ordinance establishing a PUD including any special conditions related thereto, based upon
findings that:
(1) The proposed PUD does not affect adversely the orderly development of the county and complies with the comprehensive plan.

(2) The proposed PUD will not affect adversely the health and safety of residents or workers in the area and will not be detrimental to the use of adjacent properties or the general neighborhood.

(3) If the board of county commissioners shall enact an ordinance creating a PUD district, the district shall be indicated on the official zoning map. All maps, plans, documents, agreements, stipulations, conditions, and safeguards constituting the development plan as finally approved shall be placed on file with the planning and zoning department and shall constitute the regulations for the specific PUD district that has been approved. All development within the boundaries of the PUD district as approved shall take place in accord with such regulations.

(4) Approval of a PUD application by the board of county commissioners shall be contingent upon acceptance by the applicant within 30 days.

(e) Deviations from ordinance creating a PUD. In order to facilitate minor adjustments to the plans approved as part of the ordinance creating a PUD, the planning and zoning director may approve changes in such plans which comply with the following criteria:

(1) There are the same or fewer number of dwelling units and/or floor area;

(2) The open space is in the same general amount, or a greater amount; or

(3) The roads follow approximately the same course, have the same access points, have the same or greater width, and have the same public or private rights therein.

(f) Approval of site development plan. After approval by the board of county commissioners, the developer shall submit a revised site development plan for review. The planning and zoning director shall review the site development plan for conformance with the ordinance passed under subsection (d) of this section. Action to approve, modify or deny the site development plan shall be taken by the planning and zoning director within 30 days of receipt of the plan. The site development plan must be approved prior to submittal of a preliminary development plan for any portion of the development.

(g) Permits required. All construction in the development of a PUD shall proceed only under applicable permits, building permits, certificates or other documents authorizing construction or occupancy as defined elsewhere in this chapter and in accordance with the approved development plan.

(h) Specific review criteria.

(1) Outdoor lighting. Outdoor lighting shall be provided in all developments that do not require streetlights. Outdoor lighting shall be located so as to illuminate the project as necessary to provide safe passage within the development but the source of the light, such as the bulb or filament, or outdoor lighting fixtures shall not be directly visible from property outside the lot on which it is located. Additionally, the maximum illumination permitted at the lot line shall be 0.20 footcandle.

(i) Waiver of yard, dwelling unit, frontage criteria and use restrictions. Minimum yard, lot size, type of dwelling unit, height and frontage requirements and use restrictions may be waived for the PUD, provided the spirit and intent of this chapter and the comprehensive plan is complied with in the total development of the PUD. However, the county commission may, at its discretion, require adherence to minimum district requirements within certain portions of the site if deemed necessary.
REVIEW OF PUD AND SITE PLAN SKETCH

The proposed PUD includes the maximum number of structures and accessories while the site plan sketch depicts the first phase of this project. The entire project at full build-out shall have the following:

Parking: The radius of both parking areas is 115’ and 75’ radius parking area to allow for guests to have access to parking, as well as emergency vehicle access and turnaround. The required parking spaces are as follows:

- Caretaker Cottage: Caretaker Cottage = 1 space
- Prayer Cabins: 1.5 space/cabin (10 max) = 15 spaces
- Welcome Center: 5 spaces
- ADA: 1 space paved with paved access to the Welcome Center/public facilities

TOTAL SPACES: 22 (21 regular + 1 ADA)

Welcome Center: 144 - 165 square feet with a screened in porch attached.

Prayer Cabins: Ten (10) prayer cabins maximum at 64 square feet each.

Caretaker Cottage: 900 square feet

Benches and Trails: Throughout the property.

DEVELOPMENT REVIEW COMMITTEE COMMENTS

The application was circulated to the DRC Members and their comments, if any, will be presented at the LPA public meeting.

RECOMMENDATION

Staff recommends APPROVAL of the request seeking a change in zoning to Planned Unit Development.
Property Appraiser Map
ORDINANCE 2021-027

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA AMENDING THE BAKER COUNTY ZONING MAP BY RECLASSIFYING APPROXIMATELY 19.96 +/- ACRES OF REAL PROPERTY OWNED BY BETHEL PRAYER RETREAT, LLC FROM AGRICULTURE 7.5 (AG 7.5) TO PLANNED UNIT DEVELOPMENT (PUD) WITH THE INTENT OF CREATING A NATURE PRAYER RETREAT; PROVIDING FOR A CHANGE OF ZONING; PROVIDING DIRECTIONS FOR RECORDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, the Board of County Commissioners of Baker County, Florida wishes to amend the Baker County Zoning Map; and

WHEREAS, the proposed zoning change is for approximately 19.96 +/- acres of real property owned by BETHEL PRAYER RETREAT, LLC; and

WHEREAS, the corresponding parcel identification number is 01-3S-21-0000-0000-0083; and

WHEREAS, a duly advertised public hearing was conducted on Thursday, April 8, 2021 after 6:00 P.M. by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on Tuesday, April 20, 2021 after 6:00 P.M. for the purpose of hearing public comments; and

WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on Tuesday, May 4, 2021 after 6:00 P.M. and approved the Rezoning; and

WHEREAS, the Board of County Commissioners of Baker County, Florida finds that the adoption of this ordinance for the Rezoning, the amendment to the Baker County Zoning Map, and the reclassification of real property described herein is consistent with the Goals, Objectives, and

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

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

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by BETHEL PRAYER RETREAT, LLC and identified by the Baker County Property Appraiser Identification Number: 01-3S-21-0000-0000-0083; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

Section 3. Purpose and Authority of Ordinance. This Ordinance is adopted for the purpose of rezoning the above described real property pursuant to chapter 24 of the Baker County Land Development Regulations.

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

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

Section 6. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.
PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this TUESDAY, MAY 4, 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

___________________________
OLIVER J. ANDERSON, CHAIR
COUNTY COMMISSION

ATTEST:

___________________________
STACIE HARVEY
CLERK OF THE BOARD
STAFF REPORT

DATE: April 3, 2021

STAFF: Lara K. Diettrich, Director

SUBJECT: Ordinance No. 2021-028 Rezoning from AG 7.5 to AG 5

BACKGROUND

Aaron Fish submitted an application for a change in zoning for the subject parcel located west of CR 127, north of O.C. Horne Road, on the southwest quadrant of Benny Jo Bennett Road and Frenda Road. The subject parcel (Parcel No. 07-1S-21-0000-0000-0019) has a future land use of Agriculture B (AG B), a zoning district of Agriculture 7.5 (AG 7.5) and consists of 5.95 +/- acres (SEE PARCEL “K” ON THE SURVEY).

INTENT

The Applicant is requesting a change of zoning district from its current zoning district AGRICULTURE 7.5 (AG 7.5) to AGRICULTURE 5 (AG 5). The applicants’ intent is to change the zoning to bring their parcel into compliance for future use. Due to the subject parcel's acreage not being consistent with its zoning district's requirements, the subject parcel is a non-conforming lot of record. Therefore, a zoning change is required.

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

- North: Agriculture B/Agriculture 7.5
- South: Agriculture B/Agriculture 7.5
- East: Agriculture B/Agriculture 7.5
- West: Agriculture B/Agriculture 7.5
BAKER COUNTY ORDINANCE CODE

CURRENT ZONING DISTRICT

Sec. 24-191. - AG 7.5 Agricultural District.

(a) Generally. This section applies to the AG 7.5 Agricultural District. The purpose of classifying land and water areas within this district is to preserve the rural and open character of lands within the Agricultural B land use category of the comprehensive plan and to provide for permanent residential housing in conjunction with agricultural uses. Furthermore, this district is to be used to protect agricultural lands from premature development. One unit per 7.5 acres to one unit per 19 acres will be permitted. Development must meet building codes and have a county department of health approved well and septic tank installation. Accessory uses and special uses are also permitted.

(b) Permitted uses and structures.

(1) Within any AG 7.5 district, permitted uses and structures allowed by right are as follows:
   a. Church.
   b. Farming.
   c. Feed store (site plan review).
   d. Fishponds (two acres or less).
   e. Golf course/club.
   f. Guest house site plan review).
   g. Labor camp (site plan review).
   h. Mobile home (one unit per 7.5 acres).
   i. Private riding stable (site plan review; see section 24-148(c)).
   j. Public riding stable (site plan review; see section 24-148(d)).
   k. Roadside produce stand.
   l. Silviculture.
   m. Single-family (one unit per 7.5 acres).
   n. Special use (see section 24-234).
   o. Sports club.
   p. Temporary use (see section 24-234).
   q. Veterinary clinic (site plan review).
   r. Borrow pits with a surface area totaling less than ten acres in size which meet the requirements of section 24-161.

(2) Additionally, within any AG 7.5 district the following accessory uses, and structures are allowed:
   a. Storage buildings, sheds, tool houses and private garages.
   b. Noncommercial greenhouses and plant nurseries.
c. Play equipment.
d. Household pets.
e. Swimming pools.

(c) Permissible uses by special exception.
   (1) Feed lot (site plan review).
   (2) Family lot division.
   (3) Kennel.
   (4) Sawmill.
   (5) Slaughterhouse (site plan review).
   (6) Homestead division (site plan review).
   (7) Wireless telecommunication facilities (see section 24-235).
   (8) Semi-public uses.
      a. Club.
      b. Lodge.
      c. Recreational association.
      d. Neighborhood association.
   (9) Borrow pits with a surface area totaling less than ten acres in size which meet the requirements of section 24-161.

(d) Permissible use by mine permit.
   (1) Excavation, mining, and mineral extraction (see section 24-159; on ten acres or more).

(e) Permissible uses by limited notice.
   (1) Day care center.
   (2) Home occupation.

(f) Setback and other standards.
   (1) Minimum lot requirements (width and area).
      a. Width: 200 feet.
      b. Area: 7.5 acres.
   (2) Maximum lot coverage by all buildings and structures.
      a. Not applicable.
   (3) Minimum yard requirements.
      a. Front: 50 feet.
      b. Side: 30 feet.
      c. Rear: 25 feet.
   (4) Maximum height of structures. Maximum height of structures shall be 35 feet.
PROPOSED ZONING DISTRICT

Section 24.191.01 – AG 5 Agricultural District.

(a) Generally. This section applies to the AG 5.0 Agricultural District. The purpose of classifying land and water areas within this district is to preserve the rural and open character of lands within the Agricultural B land use category of the Comprehensive Plan and to provide for permanent residential housing in conjunction with agricultural uses. Furthermore, this district is to be used to protect agricultural lands from premature development. One unit per 5.0 acres to 7.4 acres will be permitted. Development must meet building codes and have a county department of health approved well and septic tank installation. Accessory uses and special uses are also permitted.

(b) Permitted uses and structures.

(1) Within any AG 5.0 district, permitted uses and structures allowed by right are as follows:

a. Church.
b. Farming.
c. Feed store (site plan review).
d. Fishponds (two acres or less).
e. Golf course/club.
f. Guest house (site plan review).
g. Labor camp (site plan review).
h. Mobile home (one unit per 5.0 acres).
i. Private riding stable (site plan review; see Section 24-148(c)).
j. Public riding stable (site plan review; see Section 24-148(d)).
k. Roadside produce stand.
l. Silviculture.
m. Single-family (one unit per 5.0 acres).
n. Special use (see Section 24-234).
o. Sports club.
p. Temporary use (see Section 23-234).
q. Veterinary clinic (site plan review).

(2) Additionally, within any AG 5.0 district, the following accessory uses, and structures are allowed by right:

a. Storage buildings, sheds, tool houses, and private garages.
b. Noncommercial greenhouses and plant nurseries.
c. Play equipment.
d. Household pets.
e. Swimming pools.

(c) Permissible uses by special exception.

(1) Family lot division.
(2) Kennel.
(3) Sawmill.
(4) Homestead division (site plan review).
(5) Wireless telecommunication facilities (see Section 24-235).
(6) Semi-public uses.
   a. Club.
   b. Lodge.
   c. Recreational association.
   d. Neighborhood association.

(d) Permissible uses by limited notice.
   (1) Day care center.
   (2) Home occupation.

(e) Setback and other standards.
   (1) Minimum lot requirements (width and area).
      a. Width: 200 feet.
      b. Area: 5.0 acres.
   (2) Maximum lot coverage by all buildings and structures.
      a. Not applicable.
   (3) Minimum yard requirements.
      a. Front: Fifty (50) feet.
      b. Side: Thirty (30) feet.
      c. Rear: Twenty-Five (25) feet.
   (4) Maximum height of structures shall be thirty-five (35) feet.

DEVELOPMENT REVIEW COMMITTEE COMMENTS

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

Fire and Rescue Department/Chief Trevor Nelson
   • No issues with the proposed use.

Roadway and Drainage Department/Robert Fletcher, Director
   • No issues with proposed use.

Community Development Department/Lara Diettrich, Director
   • The subject parcel is part of a larger collection of parcels that have similar issues, most being non-conforming lots of records due to an unofficial subdivision. The impetus behind the creation of Agriculture 5 and the increase in acreage density for the counterpart future land use category AG B remedies this non-conformance.

RECOMMENDATION

Staff recommends APPROVAL for the rezoning to AG 5 to bring this non-conforming lot of record into compliance for the purpose of future residential use.
Property Appraiser Map

2040 County Future Land Use
- AGRICULTURE ZONE B
- AGRICULTURE ZONE A
- VERY LOW DENSITY RESIDENTIAL
- CONSERVATION
- Parcels
- Road Names
ORDINANCE 2021-028

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA AMENDING THE BAKER COUNTY ZONING MAP BY RECLASSIFYING APPROXIMATELY 6.00 +/- ACRES OF REAL PROPERTY OWNED BY AARON FISH FROM AGRICULTURE 7.5 (AG 7.5) TO AGRICULTURE 5 (AG 5) WITH THE INTENT OF BRINGING THE PARCEL INTO COMPLIANCE WITH ITS ACREAGE; PROVIDING FOR A CHANGE OF ZONING; PROVIDING DIRECTIONS FOR RECORDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, the Board of County Commissioners of Baker County, Florida wishes to amend the Baker County Zoning Map; and

WHEREAS, the proposed zoning change is for approximately 6.00 +/- acres of real property owned by AARON FISH; and

WHEREAS, the corresponding parcel identification number is 07-1S-21-0000-0000-0010; and

WHEREAS, a duly advertised public hearing was conducted on Thursday, April 8, 2021 after 6:00 P.M. by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on Tuesday, April 20, 2021 after 6:00 P.M. for the purpose of hearing public comments; and

WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on Tuesday, May 4, 2021 after 6:00 P.M. and approved the Rezoning; and

WHEREAS, the Board of County Commissioners of Baker County, Florida finds that the adoption of this ordinance for the Rezoning, the amendment to the Baker County Zoning Map, and the reclassification of real property described herein is consistent with the Goals, Objectives, and

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

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

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by AARON FISH and identified by the Baker County Property Appraiser Identification Number: 07-1S-21-0000-0000-0010; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

Section 3. Purpose and Authority of Ordinance. This Ordinance is adopted for the purpose of rezoning the above described real property pursuant to chapter 24 of the Baker County Land Development Regulations.

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

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

Section 6. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.
PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this TUESDAY, MAY 4, 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

__________________________
OLIVER J. ANDERSON, CHAIR
COUNTY COMMISSION

ATTEST:

__________________________
STACIE HARVEY
CLERK OF THE BOARD
STAFF REPORT

DATE: April 3, 2021
FROM: Lara K. Diettrich, Director
RE: Final Development Plan for a Subdivision

BACKGROUND

Mark and Allison Broughton submitted an application with the Baker County Community Development Department to complete the subdivision review and approval process for their project located on Mudlake Road and Corban Way. The Applicants had their exemption to subdivision requirements for preliminary review and its companion rezoning approved on January 19, 2021. The subdivision is comprised of 24.94 +/- acres, three (3) five-acre parcels and one 9.94 +/- acre parcel. NOTE: The land subject to the subdivision is the net acreage of the parent parcel which is 85.57 +/- acres. The Broughton’s homestead was on the parent parcel but has since been sold.

INTENT

The plat has been prepared and will be presented for confirmation that it depicts all that was proposed and approved. Upon final approved, mylars will be presented for review by a County On-Call Surveyor and signed by all those required. In turn, it will then be recorded with the Clerk of the Court.

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

- North: Agriculture B/Agriculture 7.5
- South: Agriculture A and B/Agriculture 7.5
- East: Agriculture B, Very Low Density Residential/Agriculture 7.5 and 5, Residential Conventional Mobile Home .5,1, and 2.5
- West: Agriculture A and B, Very Low Density Residential/Agriculture 7.5 and 5, Residential Conventional Mobile Home 2.5
ORDINANCE CODE

Section 24-394 Procedure for review of development plans.

(a) **Minor development.** A minor development is a commercial parcel of less than five acres or a residential subdivision of less than ten lots, with direct access onto a county-maintained paved road and where no improvements are to be constructed. The developer of a proposed minor development may choose to submit the preliminary development plan and file a final plat simultaneously.

(b) **Preliminary development plan.**
   
   (1) For all development, the developer of a proposed development shall submit a preliminary development plan (PDP) and fees as adopted by the board of county commissioners to the department, which shall meet the requirements of this section.
   
   (2) Within ten working days of receipt of a preliminary development plan, the director shall:
      
      a. Determine that the preliminary development plan application is complete and proceed with the procedures below; or
      
      b. Determine the information is incomplete and inform the developer in writing of the deficiencies. The developer may submit an amended preliminary development plan within 30 working days without payment of a reapplication fee, but, if more than 30 days have elapsed, must thereafter reinitiate the review process and pay any additional fees.
   
   (3) A copy of the preliminary development plan shall be sent to each reviewing agency as set out below. Each agency shall review the proposal to determine compliance with the standards contained herein. Written comments shall be submitted to the director within ten days of receipt of the preliminary development plan.
      
      a. Planning and zoning department.
      
      b. Health.
      
      c. Soil and conservation services.
      
      d. Property appraiser.
      
      e. County engineer.
   
   (4) The director shall review the preliminary development plan and comments of the reviewing agencies and determine whether the proposal complies with the requirements of this chapter.
   
   (5) Within five working days of receipt of the comments of the reviewing agencies, the director shall issue a preliminary development plan order which:
      
      a. Approves the preliminary development plan;
      
      b. Approved the preliminary development plan with conditions; or
      
      c. Denies the preliminary development plan, specifying the specific reasons for denial.

(c) **Final development plans.**
   
   (1) For all development, after approval of a preliminary development plan, a final development plan (FDP) shall be submitted within six months. Otherwise, the preliminary development plan approval expires.
   
   (2) The developer shall submit a final development plan and applicable fees as adopted by the board of county commissioners for review within the time period in which the preliminary development plan approval is valid, which shall meet the requirements of section 24-393.
   
   (3) Within five working days of receipt of a final development plan, the director shall:
      
      a. Determine that the final development plan application is complete and proceed with the procedures below; or
b. Determine that the information is incomplete and inform the developer in writing of the deficiencies. The developer may submit an amended final development plan within 30 working days without payment of a reapplication fee. However, if more than 30 working days have elapsed, the developer must reinitiate the review process and pay any additional fees.

(4) Once complete, a copy of the final development plan shall be sent to each reviewing agency as set out below. Each agency shall review the proposal to determine compliance with the standards contained herein. Written comments shall be submitted to the director within ten days of receipt of the final development plan.

a. Planning and zoning department.

b. Health.

c. Soil and conservation services.

d. Property appraiser.

e. County engineer.

(5) The director shall review the final development plan and comments of the reviewing agencies and determine whether the proposal complies with the requirements of this chapter.

(6) Within five working days of the receipt of the comments of the reviewing agencies, the director shall issue a final development plan order which:

a. Approves the final development plan;

b. Approves the final development plan with conditions; or

c. Denies the final development plan, specifying the specific reasons for denial.

(7) The developer shall not commence construction of the improvements until a final development plan is approved and order is issued.

(3) **General plan requirements.** All preliminary and final development plans submitted pursuant to this chapter shall conform to the following standards:

a. All plans shall be drawn to a scale of one inch equals 100 feet, unless the director determines that a different scale is sufficient or necessary for proper review of the proposal.

b. The front cover sheet of each plan shall include:

1. Name, business address, and telephone number of those individuals responsible for the preparation of the drawing.

2. Each sheet shall contain a title block with the name of the development stated a graphic scale, a north arrow, and date.

3. The plan shall show the boundaries of the property with a metes and bounds description reference to section, township and range, tied to a section or quarter-section or subdivision name and lot number.

4. The area of the property shown in square feet and acres.

5. Ten copies of the submittal shall be required.

c. Unless a format is specifically called for below, the information required may be presented textually, graphically, or on a map, plan aerial photograph, or by other means, whichever most clearly conveys the required information. It is the responsibility of the developer to submit the information in a form that allows ready determination of whether the requirements of this chapter have been met.
[SEE THE SUBDIVISION INFORMATION CHECKLIST UNDER SEPARATE COVER.]

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATIONS FOR CONDITIONS

Baker County Fire and Rescue and Community Development Department

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

2. While vegetation management needs improvement, the setbacks from the land surrounding the homesites should be increased to create a more substantial buffer from the WUI and would recommend that the building materials and construction be of a non-combustible nature. The current setbacks for the proposed zoning district for the subject parcel are for the Agriculture 5.0 (AG 5.0) zoning district which are: front – 50 feet, sides – 30 feet, rear – 25 feet. It is recommended that every lot boundary that is adjacent to the WUI have an increased setback of one hundred (100) feet.

3. Emergency Vehicle Access is imperative to responding to an incident or even patrolling. It is recommended that the roads being proposed for internal access need to be constructed in such a manner that will support the weight of the emergency vehicles.

4. Emergency evacuation routes should be easy to find and use in the way it is designed. It is recommended that wayfinding (signage) needs to highly visible with indisputable clarity for no misunderstanding by evacuees to know where their exit routes are located.

5. There are proposed roadways identified in Phase II that are in FEMA Flood Zones “X” and “AE”. Whether this is conceptual or actual, permitting may preclude these locations and prevent emergency vehicular access, let alone resident access. It is recommended that upon submittal of subdivisions plans, flood zones will be addressed, and configuration of lots and roadways may be subject to mitigation and/or relocation to avoid the wetlands.

6. Due to the lack of access to water, it is recommended that the applicant/developer provide dry hydrants and provide water within their Stormwater Management Plan adequate to protect the largest projected structure size for the development (See NFPA 1142). If a stormwater pond or pond on-site is planned or exists, a dry hydrant should be located within that body of water.

7. It is recommended that all propane tanks must be installed away from any structures or vegetation per the Florida Fire Prevention Code.

Public Works Department

1. Robert Fletcher reviewed this application and had no comments, concerns, or objections.

Baker County Health Department

1. Terry Graham reviewed this application and had no comments, concerns, or objections.
Baker County School District

1. Denny Wells reviewed this application and had no comments, concerns or objections.

Community Development Department

1. This department concurs with the comments made by the Fire and Rescue Department.

2. Ordinance Code Section 24-394 Final Development Plan Information Checklist responds to any outstanding questions.

LAND PLANNING AGENCY RECOMMENDATIONS

The Land Planning Agency (LPA) met on December 17, 2020 and recommended APPROVAL.

RECOMMENDATION

Staff recommends APPROVAL AS CONDITIONED as stated above in DRC Recommendations for Conditions.
Property Appraiser Map

3/25/2021, 11:05:38 AM

Parcels

Road Names

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

1:18,056
2040 County Future Land Use

- Yellow: MEDIUM DENSITY RESIDENTIAL
- Green: AGRICULTURE ZONE B
- Light Green: AGRICULTURE ZONE A
- White: VERY LOW DENSITY RESIDENTIAL
- Blue: Road Names
- Black: Parcels

Map Legend:

- Blue: Road Names
- Black: Parcels

Property Appraiser Map

Date: 3/25/2021, 11:06:13 AM

Scale: 1:18,056

Legend:

- Blue: Road Names
- Black: Parcels

Legend:

- Blue: Road Names
- Black: Parcels
DATE: April 3, 2021
FROM: Lara K. Diettrich, Director
RE: Ordinance No. 2021-029 Rezoning REC to AG 5

BACKGROUND

Mark and Allison Broughton, on behalf of Nex Holdings, LLC, submitted an application with the Baker County Community Development Department requesting a Rezoning for the subject parcel located at the eastern quadrant of I-10 and US 90, fronting I-10 on the south and US 90 on the north, having access to Timber Trail, and adjacent to the east of the Faith Bible Church. The subject parcel (Parcel No. 14-3S-20-0000-0000-0040) has future land use categories of and Medium Density Residential (MDR), a zoning district of Recreation, and consists of 67.45 +/- acres. The subject parcel was an active zip line recreational park; however, has since closed.

NOTE: This parcel was part of the collective that had been assigned Interstate Related Commercial (IRC) future land use years ago. The County had created the category and placed it on the Future Land Use Map (FLUM) without asserting it into the Comprehensive Plan in any way. There was zero substance, justification, or mention of the IRC future land use category in any of the goals, objectives, and policies; nor was it mentioned in the Ordinance Code’s Land Development Regulations.

INTENT

The Broughtons are going to build their new homestead on the subject parcel. At this time, there are pasture lands and active silviculture and there are no current plans for any further development other than their proposed homestead. At such time that they may want to proceed with any additional development, whether being residential, commercial, or industrial, entitlements and/or development plans would have to be submitted to the Community Development Department.

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

   North: Very Low Density Residential, Medium Density Residential and Commercial/Commercial General
ORDINANCE CODE

CURRENT ZONING DISTRICT

Section 24-212 REC Recreational Resources District.

(a) Generally.

(1) The provisions of this section apply to the REC Recreational Resources District.

(2) Land designated for recreation is intended for a variety of leisure time activities. Included in this district are both resource-based and activity-based sites and facilities. Resource-based sites and facilities are oriented toward natural resources; activity-based sites and facilities are those that require major development for the enjoyment of a particular activity.

(3) Public or private lands that are undeveloped or semi-developed for resource-based or activity-based recreational purposes and that maintain to a large degree the scenic amenities of the area are included in this district. Intended uses include golf courses, playgrounds, multipurpose courts, such as tennis and basketball, baseball and similar sport-related open fields, swimming pools, passive recreational facilities such as benches, picnic tables, and nature trails, and associated enclosed facilities such as gymnasiums, club houses, and pro shops, lakes, parks, wilderness camp sites, etc.

(b) Permitted uses and structures.

(1) Within any recreation district permitted uses and structures allowed by right are as follows:
   a. County parks (neighborhood, community, and resource based).
   b. Ancillary structures (recreation center, restrooms, community centers, etc.).
   c. Public golf course.
   d. Tennis court.
   e. Ball field (football, baseball, softball, soccer).
   f. Basketball court.
   g. Play equipment.
   h. Handball or racquetball court.
   i. Par course.
   j. Hiking trail.
   k. Swimming pool.
   l. Running track.
m. Archery range.
n. Picnic table.
o. Boat launch facility.
p. Tent camping area.
q. Private campground (site plan review). (*Note: Private campgrounds are not allowed in any other zoning district.*)

(2) Additionally, within any recreation district, the following permitted accessory uses and structures are allowed:
   a. Storage buildings.
   b. Sheds.
   c. Tool houses.

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

(d) *Setback and other standards.*
   (1) Minimum lot requirements (width, depth and area).
      a. Width: none.
      b. Depth: none.
      c. Area: none.
   (2) Minimum yard requirements.
      a. Front: 15 feet.
      b. Side: 15 feet.
      c. Rear: 15 feet.
   (3) Maximum lot coverage by all buildings and structures.
      a. Ten percent passive recreation.
      b. 50 percent active recreation.
   (4) Maximum height of structures. Maximum height of structures shall be 35 feet.

(e) *Siting.* New recreational facilities must be sited in locations that are compatible or can be made compatible with adjacent land uses.

**PROPOSED ZONING DISTRICT**

**Section 24.191.01 – AG 5 Agricultural District.**
(a) Generally. This section applies to the AG 5.0 Agricultural District. The purpose of classifying land and water areas within this district is to preserve the rural and open character of lands within the Agricultural B land use category of the Comprehensive Plan and to provide for permanent residential housing in conjunction with agricultural uses. Furthermore, this district is to be used to protect agricultural lands from premature development. One unit per 5.0 acres to 7.4 acres will be permitted. Development must meet building codes and have a county department of health approved well and septic tank installation. Accessory uses and special uses are also permitted.

(b) Permitted uses and structures.

(1) Within any AG 5.0 district, permitted uses and structures allowed by right are as follows:

a. Church.
b. Farming.
c. Feed store (site plan review).
d. Fishponds (two acres or less).
e. Golf course/club.
f. Guest house (site plan review).
g. Labor camp (site plan review).
h. Mobile home (one unit per 5.0 acres).
i. Private riding stable (site plan review; see Section 24-148(c)).
j. Public riding stable (site plan review; see Section 24-148(d)).
k. Roadside produce stand.
l. Silviculture.
m. Single-family (one unit per 5.0 acres).
n. Special use (see Section 24-234).
o. Sports club.
p. Temporary use (see Section 23-234).
q. Veterinary clinic (site plan review).

(2) Additionally, within any AG 5.0 district, the following accessory uses, and structures are allowed by right:

a. Storage buildings, sheds, tool houses, and private garages.
b. Noncommercial greenhouses and plant nurseries.
c. Play equipment.
d. Household pets.
e. Swimming pools.

(c) Permissible uses by special exception.

(1) Family lot division.
(2) Kennel.
(3) Sawmill.
(4) Homestead division (site plan review).
(5) Wireless telecommunication facilities (see Section 24-235).
(6) Semi-public uses.
   a. Club.
   b. Lodge.
c. Recreational association.
d. Neighborhood association.

(d) Permissible uses by limited notice.

(1) Day care center.
(2) Home occupation.

(e) Setback and other standards.

(1) Minimum lot requirements (width and area).
   a. Width: 200 feet.
   b. Area: 5.0 acres.
(2) Maximum lot coverage by all buildings and structures.
   a. Not applicable.
(3) Minimum yard requirements.
   a. Front: Fifty (50) feet.
   b. Side: Thirty (30) feet.
   c. Rear: Twenty-Five (25) feet.
(4) Maximum height of structures shall be thirty-five (35) feet.

DEVELOPMENT REVIEW COMMITTEE RECOMMENDATIONS FOR CONDITIONS

Baker County Fire and Rescue and Community Development Department

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

2. While vegetation management needs improvement, the setbacks from the land surrounding the homesites should be increased to create a more substantial buffer from the WUI and would recommend that the building materials and construction be of a non-combustible nature. The current setbacks for the proposed zoning district for the subject parcel are for the Agriculture 5.0 (AG 5.0) zoning district which are: front – 50 feet, sides – 30 feet, rear – 25 feet. It is recommended that every lot boundary that is adjacent to the WUI have an increased setback of one hundred (100) feet.

3. It is recommended that all propane tanks must be installed away from any structures or vegetation per the Florida Fire Prevention Code.

Public Works Department

1. Robert Fletcher reviewed this application and had no comments, concerns, or objections.

Baker County Health Department

1. Terry Graham reviewed this application and had no comments, concerns, or objections.

Baker County School District

1. Denny Wells reviewed this application and had no comments, concerns or objections.
Community Development Department

1. This department concurs with the comments made by the Fire and Rescue Department.

2. At such time that they may want to proceed with any additional development, whether being residential, commercial, or industrial, entitlements and/or development plans would have to be submitted to the Community Development Department.

RECOMMENDATION

Staff recommends APPROVAL for the proposed rezoning.
ORDINANCE 2021-029

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA AMENDING THE BAKER COUNTY ZONING MAP BY RECLASSIFYING APPROXIMATELY 67.45 +/- ACRES OF REAL PROPERTY OWNED BY NEX HOLDINGS LLC FROM RECREATIONAL RESOURCES (REC) TO AGRICULTURE 5 (AG 5) WITH THE INTENT OF BRINGING THE PARCEL INTO COMPLIANCE FOR RESIDENTIAL PURPOSES; PROVIDING FOR A CHANGE OF ZONING; PROVIDING DIRECTIONS FOR RECORDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, the Board of County Commissioners of Baker County, Florida wishes to amend the Baker County Zoning Map; and

WHEREAS, the proposed zoning change is for approximately 67.45 +/- acres of real property owned by NEX HOLDINGS LLC; and

WHEREAS, the corresponding parcel identification number is 14-3S-20-0000-0000-0040; and

WHEREAS, a duly advertised public hearing was conducted on Thursday, April 8, 2021 after 6:00 P.M. by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on Tuesday, April 20, 2021 after 6:00 P.M. for the purpose of hearing public comments; and

WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on Tuesday, May 4, 2021 after 6:00 P.M. and approved the Rezoning; and

WHEREAS, the Board of County Commissioners of Baker County, Florida finds that the adoption of this ordinance for the Rezoning, the amendment to the Baker County Zoning Map, and the reclassification of real property described herein is consistent with the Goals, Objectives, and

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

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

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by NEX HOLDINGS LLC and identified by the Baker County Property Appraiser Identification Number: 14-3S-20-0000-0000-0040; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

Section 3. Purpose and Authority of Ordinance. This Ordinance is adopted for the purpose of rezoning the above described real property pursuant to chapter 24 of the Baker County Land Development Regulations.

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

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

Section 6. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.
PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this TUESDAY, MAY 4, 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

______________________________
OLIVER J. ANDERSON, CHAIR
COUNTY COMMISSION

ATTEST:

______________________________
STACIE HARVEY
CLERK OF THE BOARD
Baker County
Community Development Department

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

STAFF REPORT

DATE: February 6, 2021
FROM: Lara K. Diettrich, Director
RE: Ordinance No. 2021-030 Small Scale Land Use Amendment - AG B to COM

BACKGROUND

Buck and Charlotte Oden have submitted applications for a Small Scale Land Use Amendment and Rezoning. The subject parcel (Parcel No. 02-3S-21-0000-0000-0041) is located at northwest quadrant of I-10 and CR 125, adjacent to the west of the Journey Store and east of the Island Oaks RV Park & Resort. The subject parcel is 14.05 +/- acres with a future land use category of Agriculture B (AG B) and the zoning district is Agriculture 7.5 (AG 7.5).

INTENT

The Applicants are requesting a Small Scale Land Use Amendment to change the future land use of Agriculture B (AG B) to Commercial (COM). The applicant's intent is to change the future land use to position the property for commercial uses. The location of the subject parcel is ideal for Commercial uses as it is located at an interchange of the southernmost federal highway and a County roadway that functions as a major arterial roadway.

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

- North: Agriculture B, Government Use, and Medium Density Residential/Agriculture 7.5 and Residential Conventional and Mobile Home .5
- South: Agriculture B/Agriculture 7.5, Residential Conventional 1 and Agriculture 7.5
- East: Agriculture B/Commercial Highway and Agriculture 7.5
- West: Agriculture B, Recreation, and Very Low Density Residential/Planned Unit Development and Residential Conventional 1
FUTURE LAND USE ELEMENT

CURRENT FUTURE LAND USE CATEGORY

Policy A.1.10.1 Agriculture A. Agriculture Ag A

B. Agriculture Ag B

The category Ag B is considered to be in transition because of development potential as a result of location. Ag B lands lie at the fringe of developing areas, along major transportation routes or contain within the area numerous pockets of already developed parcels.

Ag B lands are intended to be used for small-scale agriculture activities such as cultivation of field crops, livestock, dairies or other uses on a limited scale. Ag B lands may be developed at a maximum density of one (1) dwelling unit per 7.5 acres.

PROPOSED FUTURE LAND USE CATEGORY

Policy A.1.10.4 Commercial

The commercial land use category is intended for activities that are predominately associated with the sale, rental, and distribution of products or the performance of service.

Commercial land use includes offices, retail, lodging, restaurants, services, commercial parks, shopping center, or other similar business activities. The maximum intensity for commercial development shall not exceed 0.45 Floor Area Ratio. Public/Institutional uses and Recreation uses are allowed within the commercial land use category. The maximum height shall not exceed forty (40) feet.

Policy A.1.6.1 Encourage and Incentivize the Urban Growth Area

The County shall encourage infilling in areas of the County within the urban growth area by providing incentives. These incentives may include, but not be limited to, the following examples: providing a one-year extension in the construction of recreational facilities, and fast-tracking the approval process for building permits, providing the requirements of concurrency and the provisions of the 2040 Plan are met.

ECONOMIC DEVELOPMENT ELEMENT

Policy I.1.1.5 Focus Economic Activities on Job Creation
The County shall coordinate with the EDC to revise economic development strategies to create a synergistic effort to attract target businesses to the County with a focus on job creation.

**Objective I.2.1 Encourage Good Corporate Stewardship**

The County shall encourage new businesses and industries developing and locating in the County (and expansion of existing businesses and industries) to contribute to maintaining a clean environment (air, water, soil) and will work with business to provide the necessary infrastructure and compatible land uses. Each employer shall be a good neighbor by preventing or appropriately mitigating adverse impacts on the environment.

**Policy I.2.1.1 Adopt Standards and Procedures for Development**

The County shall adopt by 2024 objective standards and procedures for decisions on application for development approval for business and industrial uses that correspond to the County’s Comprehensive Plan and Land Development Regulations. Such standards and procedures shall be reviewed on an annual basis to determine their effectiveness in facilitating the permitting process, protecting the environment, and adhering to technology changes and changes to Federal or State rules regarding environmental protection and energy conservation.

**Policy I.2.1.4 Encourage Business and Industry within the Urban Growth Boundary**

The County shall encourage the development and expansion of business and industry in appropriate locations that make efficient use of existing public services and infrastructure or that generate new public services and infrastructure to serve a greater area of the County.

**DEVELOPMENT REVIEW COMMITTEE COMMENTS**

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

**Fire and Rescue Department/Chief Trevor Nelson**

- No issues with the proposed future commercial site.
- A hydrant may be required at the subject parcel for a future user.

**Roadway and Drainage Department/Robert Fletcher, Director**

- No issues with the proposed future commercial site.

**Community Development Department/Lara Diettrich, Director**

- This proposed future land use category is ideal for the subject parcel as it is located at the northwest quadrant of I-10 and CR 125, an interchange incorporating the southernmost federal highway and county road that functions as a major arterial roadway.
- At such time that a proposed user for the site is acquired, the future applicant will need to arrange for a pre-application meeting, the submittal of preliminary and final
development plans, and submit all necessary documents to secure permits and certificates of occupancy.

RECOMMENDATION

The request for the Commercial future land use category meets the intent of the 2040 Comprehensive Plan, the Urban Growth Boundary, the spirit of the Interstate Development Node, and is consistent with the surrounding area. Staff recommends APPROVAL.
ORDINANCE 2021-030

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA MAKING A SMALL SCALE AMENDMENT TO THE BAKER COUNTY COMPREHENSIVE PLAN BY RECLASSIFYING APPROXIMATELY 14.05 +/- ACRES OF REAL PROPERTY OWNED BY RUSSELL W. AND CHARLOTTE A. ODEN FAMILY LIVING TRUST FROM AGRICULTURE B (AG B) TO COMMERCIAL (COM) IN ORDER TO POSITION THE SUBJECT PARCEL FOR FUTURE USERS ON THE FUTURE LAND USE MAP; PROVIDING FINDINGS BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING DIRECTION FOR RECORDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, Section 163.3184, Florida Statutes, requires that any amendment to the Baker County Comprehensive Plan or any element of portion thereof be made by ordinance; and

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

WHEREAS, the proposed small scale amendment to the Baker County Future Land Use Map is for approximately 14.05 +/- acres of real property owned by RUSSELL W. AND CHARLOTTE A. ODEN FAMILY LIVING TRUST; and

WHEREAS, the corresponding parcel identification number is 02-3S-21-0000-0000-0041; and

WHEREAS, a duly advertised public hearing was conducted on Thursday, April 8, 2021 after 6:00 P.M. by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on Tuesday, April 20, 2021 after 6:00 P.M. for the purpose of hearing public comments; and
WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on **Tuesday, May 4, 2021 after 6:00 P.M.** and approved the amendment to the Baker County Future Land Use Map; and

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

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

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

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by RUSSELL W. AND CHARLOTTE A. ODEN FAMILY LIVING TRUST and identified by the Baker County Property Appraiser Identification Number: **02-3S-21-0000-0000-0041**; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

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

Section 4. Reclassification of Property. The Board of County Commissioners of Baker County, Florida reclassifies the parcel of real property described in “Exhibit 1” from **AGRICULTURAL B (AG B) TO COMMERCIAL (COM)** on the Future Land Use Map of the Baker County Comprehensive Plan.
Section 5. Direction to Staff. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Community Development Department is directed to file the same in the Official Records of Baker County, Florida.

Section 6. Recording of Ordinance. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Clerk of the Court is directed to file the same in the Official Records of Baker County, Florida.

Section 7. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.

PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this TUESDAY, MAY 4, 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

OLIVER J. ANDERSON, CHAIR
COUNTY COMMISSION

ATTEST:

STACIE HARVEY
CLERK OF THE BOARD
DATE: April 3, 2021
FROM: Lara K. Diettrich, Director
RE: Ordinance No. 2021-031 Rezoning AG 7.5 to CH

BACKGROUND

Buck and Charlotte Oden have submitted applications for a Small Scale Land Use Amendment and Rezoning. The subject parcel (Parcel No. 02-3S-21-0000-0000-0041) is located at northwest quadrant of I-10 and CR 125, adjacent to the west of the Journey Store and east of the Island Oaks RV Park & Resort. The subject parcel is 14.05 +/- acres with a future land use category of Agriculture B (AG B) and the zoning district is Agriculture 7.5 (AG 7.5).

INTENT

The Applicants are requesting a Rezoning to change the zoning district from Agriculture 7.5 (AG 7.5) to Commercial Highway (CH). The applicant’s intent is to change the zoning district to position the property for future commercial uses. The location of the subject parcel is ideal for Commercial uses as it is located at an interchange of the southernmost federal highway and a County roadway that functions as a major arterial roadway.

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

- North: Agriculture B, Government Use, and Medium Density Residential/Agriculture 7.5 and Residential Conventional and Mobile Home .5
- South: Agriculture B/Agriculture 7.5, Residential Conventional 1 and Agriculture 7.5
- East: Agriculture B/Commercial Highway and Agriculture 7.5
West: Agriculture B, Recreation, and Very Low Density Residential/Planned Unit Development and Residential Conventional 1

BAKER COUNTY ORDINANCE CODE

CURRENT ZONING DISTRICT

Sec. 24-191.- AG 7.5 Agricultural District.

(a) Generally. This section applies to the AG 7.5 Agricultural District. The purpose of classifying land and water areas within this district is to preserve the rural and open character of lands within the Agricultural B land use category of the comprehensive plan and to provide for permanent residential housing in conjunction with agricultural uses. Furthermore, this district is to be used to protect agricultural lands from premature development. One unit per 7.5 acres to one unit per 19 acres will be permitted. Development must meet building codes and have a county department of health approved well and septic tank installation. Accessory uses and special uses are also permitted.

(b) Permitted uses and structures.

(1) Within any AG 7.5 district, permitted uses and structures allowed by right are as follows:
   a. Church.
   b. Farming.
   c. Feed store (site plan review).
   d. Fishponds (two acres or less).
   e. Golf course/club.
   f. Guest house site plan review).
   g. Labor camp (site plan review).
   h. Mobile home (one unit per 7.5 acres).
   i. Private riding stable (site plan review; see section 24-148(c)).
   j. Public riding stable (site plan review; see section 24-148(d)).
   k. Roadside produce stand.
   l. Silviculture.
   m. Single-family (one unit per 7.5 acres).
   n. Special use (see section 24-234).
   o. Sports club.
   p. Temporary use (see section 24-234).
   q. Veterinary clinic (site plan review).
   r. Borrow pits with a surface area totaling less than ten acres in size which meet the requirements of section 24-161.

(2) Additionally, within any AG 7.5 district the following accessory uses, and structures are allowed:
a. Storage buildings, sheds, tool houses and private garages.
b. Noncommercial greenhouses and plant nurseries.
c. Play equipment.
d. Household pets.
e. Swimming pools.

(c) **Permissible uses by special exception.**
   
   (1) Feed lot (site plan review).
   
   (2) Family lot division.
   
   (3) Kennel.
   
   (4) Sawmill.
   
   (5) Slaughterhouse (site plan review).
   
   (6) Homestead division (site plan review).
   
   (7) Wireless telecommunication facilities (see section 24-235).
   
   (8) Semi-public uses.
      a. Club.
      b. Lodge.
      c. Recreational association.
      d. Neighborhood association.
   
   (9) Borrow pits with a surface area totaling less than ten acres in size which meet the requirements of section 24-161.

(d) **Permissible use by mine permit.**
   
   (1) Excavation, mining, and mineral extraction (see section 24-159; on ten acres or more).

(e) **Permissible uses by limited notice.**
   
   (1) Day care center.
   
   (2) Home occupation.

(f) **Setback and other standards.**
   
   (1) Minimum lot requirements (width and area).
      a. Width: 200 feet.
      b. Area: 7.5 acres.
   
   (2) Maximum lot coverage by all buildings and structures.
      a. Not applicable.
   
   (3) Minimum yard requirements.
      a. Front: 50 feet.
      b. Side: 30 feet.
      c. Rear: 25 feet.
(4) Maximum height of structures. Maximum height of structures shall be 35 feet.

PROPOSED ZONING DISTRICT

Section 24-203 CH Commercial Highway District.

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

(b) Permitted uses and structures.

(1) Within any CH district, permitted uses and structures allowed by right are as follows:
   a. All uses allowed within CN, CG (except warehouse).
   b. Amusement park.
   c. Motor vehicle/mobile home/RV sales.
   d. Special use (see section 24-234).
   e. Temporary use (see section 24-234).
   f. Truck stop.
   g. Veterinary clinic/animal hospital (site plan review).

(2) Additionally, within any CH district the following permitted accessory uses, and structures are allowed:
   a. Single-family dwelling unit.
   b. Storage buildings, sheds.

(c) Permissible uses by special exception.

(1) Church.

(2) Wireless telecommunication facilities (see section 24-235).

(3) Semi-public uses.
   a. Club.
   b. Lodge.
   c. Recreational association.
   d. Neighborhood association.
   e. Cultural activities.

(d) Setback and other standards.

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

1. The minimum lot area for uses with central sewer service shall be 10,000 square feet. However, if a use has a common firewall with an adjacent commercial use, no minimum lot area is required.
2. The minimum lot area for all other uses will be one-half acre. However, if a use has a common firewall with an adjacent commercial use, no minimum area is required.

(2) Minimum yard size.

a. Front: 15 feet.
b. Side: 15 feet.
c. Rear: 15 feet.

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

(3) Maximum lot coverage by all buildings and structures.

a. The lot coverage, as measured by impervious surface, shall not exceed 70 percent of the parcel.
b. The floor area ratio (FAR) shall not exceed 1.0 or as otherwise established by the comprehensive plan.

(4) Maximum height of structures. No building shall exceed a height of three stories or 40 feet above grade.

(5) Buffer. When a use abuts a residential district, there shall be designed and maintained a sight obscuring (opaque) buffer at least six feet in height, which can be in the form of vegetation, fencing or walls.

(6) Outdoor storage areas. Outdoor storage areas will be enclosed by suitable vegetation, fences, or walls.

(7) Parking; off-street loading requirements, signs, and access. All commercial general uses shall comply with all applicable standards contained elsewhere in this chapter.

(8) Alcoholic beverages. An establishment or facility which is to be licensed for the retail sale of all alcoholic beverages, including liquor, beer, and wine for consumption either on premises or off premises or both shall be permitted if the board of county commissioners, after a public hearing pursuant to article X of this chapter, determines that the location and development plans comply with the applicable standards in this chapter and other county laws.

DEVELOPMENT REVIEW COMMITTEE COMMENTS

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

Fire and Rescue Department/Chief Trevor Nelson
- No issues with the proposed future commercial site.
- A hydrant may be required at the subject parcel for a future user.
Roadway and Drainage Department/Robert Fletcher, Director
  • No issues with the proposed future commercial site.

Community Development Department/Lara Diettrich, Director
  • This proposed future land use category is ideal for the subject parcel as it is located at the northwest quadrant of I-10 and CR 125, an interchange incorporating the southernmost federal highway and county road that functions as a major arterial roadway.
  • At such time that a proposed user for the site is acquired, the future applicant will need to arrange for a pre-application meeting, the submittal of preliminary and final development plans, and submit all necessary documents to secure permits and certificates of occupancy.

RECOMMENDATION

Staff recommends APPROVAL of the request seeking Commercial Highway zoning at this site.
ORDINANCE 2021-031

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA AMENDING THE BAKER COUNTY ZONING MAP BY RECLASSIFYING APPROXIMATELY 14.05 +/- ACRES OF REAL PROPERTY OWNED BY RUSSELL W. AND CHARLOTTE A. ODEN FAMILY LIVING TRUST FROM AGRICULTURE 7.5 (AG 7.5) TO COMMERCIAL HIGHWAY (CH) WITH THE INTENT OF POSITIONING THE SUBJECT PARCEL FOR FUTURE USERS; PROVIDING FOR A CHANGE OF ZONING; PROVIDING DIRECTIONS FOR RECORDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, the Board of County Commissioners of Baker County, Florida wishes to amend the Baker County Zoning Map; and

WHEREAS, the proposed zoning change is for approximately 14.05 +/- acres of real property owned by RUSSELL W. AND CHARLOTTE A. ODEN FAMILY LIVING TRUST; and

WHEREAS, the corresponding parcel identification number is 02-3S-21-0000-0000-0041; and

WHEREAS, a duly advertised public hearing was conducted on Thursday, April 8, 2021 after 6:00 P.M. by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on Tuesday, April 20, 2021 after 6:00 P.M. for the purpose of hearing public comments; and

WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on Tuesday, May 4, 2021 after 6:00 P.M. and approved the Rezoning; and

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

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

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

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by RUSSELL W. AND CHARLOTTE A. ODEN FAMILY LIVING TRUST and identified by the Baker County Property Appraiser Identification Number: 02-3S-21-0000-0000-0041; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

Section 3. Purpose and Authority of Ordinance. This Ordinance is adopted for the purpose of rezoning the above described real property pursuant to chapter 24 of the Baker County Land Development Regulations.

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

Section 5. Recording of Ordinance. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Clerk of the Court is directed to file the same in the Official Records of Baker County, Florida.
Section 6. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.

PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this TUESDAY, MAY 4, 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

________________________
OLIVER J. ANDERSON, CHAIR
COUNTY COMMISSION

ATTEST:

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STACIE HARVEY
CLERK OF THE BOARD
STAFF REPORT

DATE: April 4, 2021

FROM: Lara K. Diettrich, Director

RE: Ordinance No. 2021-032 Large Scale Land Use Amendment (AG A to AG B)

BACKGROUND

William E. Tully, III, P.E. is the agent and the Vice President of K & E Landcom, Inc. and has submitted an application requesting to change the future land use category for approximately 48.78 +/- acres located at the northeast quadrant of I-10 and CR 229. The subject parcel has approximately 3,000 +/- linear fronting I-10 and approximately 985 +/- linear feet fronting CR 229. This parcel was part of the collective that had been assigned Interstate Related Commercial (IRC) future land use years ago. The County created the category and placed it on the Future Land Use Map (FLUM) without inserting it into the Comprehensive Plan in any way. There was zero substance, justification, or mention of the IRC future land use category in any of the goals, objectives, and policies; nor was it mentioned in the Ordinance Code’s Land Development Regulations. Therefore, the County discontinued the IRC future land use category on the FLUM and reverted each of the 81 parcels who had been assigned the IRC category back to their previous future land use(s).

The Applicant did not become aware of the reversion back to the previous future land use until the County already completed the entire process; the Department of Economic Opportunity (DEO) reviewed and approved it; and the County adopted it on December 15, 2020, for which the Applicant was present for to speak. Ms. Diettrich offered a resolution to administratively prepare and process Large Scale Land Use Amendments at no charge to any landowners who may have a similar situation, that is, a parcel that has particular attributes that would be fitting to change to a future land use category other than their previous category.

NOTE: It is important to note that the Community Development Department had sent out three (3) rounds of notices to all 81 landowners with the IRC future land use category, as well as posting advertisements in the Baker County Press.

As a request to amend the Future Land Use Map for an area greater than 20 acres, the application is a Large Scale Land Use Amendment and must be transmitted to the State Land
Planning Agency, the Department of Economic Opportunity (DEO), the Northeast Florida Regional Council (NEFRC), St. Johns River Water Management District (SJRWMD), Department of Environmental Protection (DEP), Department of State, and the Florida Department of Transportation (FDOT) for review pursuant to Section 163.3184(3), Florida Statutes under the procedures for expedited state review by DEO. Any comments will be returned to Baker County to then be reflected in a revised staff report and come back before the Land Planning Agency and the Board of County Commissioners.

INTENT

The Applicant requests the COMMERCIAL (COM) future land use category. The Applicant changed the zoning for the parcel to Commercial Highway making the parcel consistent in use and zoning for a future commercial user. This makes the request even more compelling, which is why the County is processing this at no charge or effort to the owner.

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

- **North:** Agriculture A and B/Agriculture 7.5
- **South:** Agriculture B/Agriculture 7.5
- **East:** Agriculture B/Agriculture 7.5
- **West:** Agriculture B/Agriculture 7.5

COMPREHENSIVE PLAN

The proposed land use amendment is supported by the following Goals, Objectives, and Policies of the 2040 Comprehensive Plan:

CURRENT LAND USE CATEGORY

**Policy A.1.10.1 Agriculture**

B. Agriculture Ag B

The category Ag B is in transition because of development potential because of location. Ag B lands lie at the fringe of developing areas, along major transportation routes or contain within the area numerous pockets of already developed parcels.

Ag B lands are intended to be used for small-scale agriculture activities such as cultivation of field crops, livestock, dairies, or other uses on a limited scale. Ag B lands may be developed at a maximum density of one (1) dwelling unit per 7.5 acres.

PROPOSED LAND USE CATEGORY

**Policy A.1.10.4 Commercial**

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

NOTE: The subject parcel is abutting a large parcel (280+ acres) that is heavily wooded and is an active silviculture site owned by Baker Timber, LLC. The Community Planning Assistance for Wildfires (CPAW) recommendations that have either been adopted into the 2040 Comprehensive Plan or are pending adoption into the Ordinance Code’s Land Development Regulations specifically address the vegetation (wildland fuels) and structures and infrastructure (built fuels) and how those interact with topography and weather conditions within the Wildland Urban Interface (WUI).

The following policies reflect those newly adopted recommendations CPAW

Policy A.3.1.3 Use Best Practices to Avoid Wildfire Hazard

The County shall consider all land uses in areas at risk from wildfire and restrict or prohibit land uses as necessary to insure the public health, safety, welfare, and the protection of property. Land uses and specific development plans for which adequate wildfire mitigation cannot be provided, or that would preclude or severely limit the use of wildfire mitigation or natural resource management options such as prescribed burns, shall not be authorized in severe wildfire hazard areas.

Policy A.3.1.4 Wildfire Hazard Mitigation Plan Requirements

Any subdivision or non-residential development within high to extreme wildfire hazard areas shall complete a “Wildfire Hazard Mitigation Plan” specific to that development, and subject to review and approval by the County Fire Marshall as part of plan approval process. The wildfire mitigation plan shall address at a minimum:

- Access.
- Vegetation.
- Building construction.
- Utilities.
- Fire protection.
- Any additional factors, including vacant lots within the development, that present a barrier to wildfire access such as canals or ditches.
- Homeowner’s Association organization and ongoing education.

DEVELOPMENT REVIEW COMMITTEE COMMENTS/RECOMMENDATIONS

The DRC Members have reviewed this application and have the following comments:

Community Development Department

1. Upon approval from the Board of County Commissioners, this Large Scale Land Use Amendment will be transmitted to the State Land Planning Agency, the Department of Economic Opportunity, as well as numerous other regional/statewide agencies to review the proposed amendment. Upon completion of their review, comments, if any, will be returned to the Community Development Department and, if necessary, a revised staff report will be prepared and presented before the Land Planning Agency and the Baker County Board of County Commissioners.

2. The Community Development Department concurs entirely with the following comments from the Baker County Fire and Rescue Department.

Baker County Fire and Rescue

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

2. While vegetation management needs improvement, the setbacks from the land surrounding the homesites should be increased to create a more substantial buffer from the WUI and would recommend that the building materials and construction be of a non-combustible nature. The current setbacks for the proposed zoning district for the subject parcel are for the Agriculture 5.0 (AG 5.0) zoning district which are: front – 50 feet, sides – 30 feet, rear – 25 feet. It is recommended that every lot boundary that is adjacent to the WUI have an increased setback of one hundred (100) feet.

3. Emergency Vehicle Access is imperative to responding to an incident or even patrolling. It is recommended that the roads being proposed for internal access need to be constructed in such a manner that will support the weight of the emergency vehicles.

4. Emergency evacuation routes should be easy to find and use in the manner in which it is designed. It is recommended that wayfinding (signage) needs to highly visible with indisputable clarity for no misunderstanding by evacuees to know where their exit routes are located.

5. Due to the lack of access to water, it is recommended that the applicant/developer provide dry hydrants and provide water within their Stormwater Management Plan adequate to protect the largest projected structure size for the development (See NFPA 1142). Dry hydrants would be at either Lot 1 of the conceptual subdivision layout or in the center of the subdivision where Mallory Lane intersects with the internal proposed 50 foot easement that has its ingress/egress onto T and G Farm Lane.
RECOMMENDATION

Staff is administratively processing and transmitting this Large Scale Land Use Amendment due to the reversion of the IRC future land use category when the updated 2040 Comprehensive Plan was adopted on December 15, 2020; and cleared the appeal period and was officially enacted on March 14, 2021.

Staff recommends APPROVAL FOR TRANSMITTAL of this requested Large Scale Land Use Amendment.
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA MAKING A LARGE SCALE AMENDMENT TO THE BAKER COUNTY COMPREHENSIVE PLAN BY RECLASSIFYING APPROXIMATELY 48.78 +/- ACRES OF REAL PROPERTY OWNED BY K & E LANDCOM INC. FROM AGRICULTURE B (AG B) TO COMMERCIAL HIGHWAY (CH) IN ORDER TO BRING THE PARCEL INTO COMPLIANCE ON THE FUTURE LAND USE MAP AND ZONING MAP; PROVIDING FINDINGS BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING DIRECTION FOR RECORDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act; Section 163.3161 through 163.3215, Florida Statutes, require that each local government prepare and adopt a comprehensive land use plan, Zoning Map, and regulations; and

WHEREAS, Section 163.3184, Florida Statutes, requires that any amendment to the Baker County Comprehensive Plan or any element of portion thereof be made by ordinance; and

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

WHEREAS, the proposed small scale amendment to the Baker County Future Land Use Map is for approximately 48.78 +/- acres of real property owned by K & E LANDCOM INC.; and

WHEREAS, the corresponding parcel identification number is 13-3S-20-0000-0000-0030; and

WHEREAS, a duly advertised public hearing was conducted on Thursday, April 8, 2021 after 6:00 P.M. by the Baker County Land Planning Agency (LPA); and the LPA provided its recommendations to the Board of County Commissioners of Baker County, Florida; and

WHEREAS, the Board of County Commissioners of Baker County, Florida held a duly advertised public hearing on Tuesday, April 20, 2021 after 6:00 P.M. for the purpose of hearing public comments; and
WHEREAS, the Board of County Commissioners of Baker County, Florida considered the recommendations of the LPA at the duly advertised public hearing held on **Tuesday, May 4, 2021 after 6:00 P.M.** and approved the amendment to the Baker County Future Land Use Map; and

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

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

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

Section 2. Ownership and Description of Property. The real property reclassified by this Ordinance is owned by **K & E LANDCOM INC.** and identified by the Baker County Property Appraiser Identification Number: **13-3S-20-0000-0000-0030**; and is more particularly described in “Exhibit 1” which is attached hereto and incorporated herein by reference.

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

Section 4. Reclassification of Property. The Board of County Commissioners of Baker County, Florida reclassifies the parcel of real property described in “Exhibit 1” from **AGRICULTURAL B (AG B) TO COMMERCIAL HIGHWAY (CH)** on the Future Land Use Map of the Baker County Comprehensive Plan.
Section 5. Direction to Staff. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Community Development Department is directed to file the same in the Official Records of Baker County, Florida.

Section 6. Recording of Ordinance. Following approval by the Board of County Commissioners of Baker County, Florida, the staff of the Clerk of the Court is directed to file the same in the Official Records of Baker County, Florida.

Section 7. Effective Date of Ordinance. This Ordinance shall become effective upon adoption by the Board of County Commissioners of Baker County, Florida.

PASSED AND ADOPTED with a quorum present and voting, by the Board of County Commission of Baker County, Florida, in regular session, this TUESDAY, MAY 4 2021.

BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

OLIVER J. ANDERSON, CHAIR
COUNTY COMMISSION

ATTEST:

STACIE HARVEY
CLERK OF THE BOARD