



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 11/25/2025 Meeting Date: 12/4/2025

Department: County Attorney

1. Nature and purpose of agenda item:

The need for legal services to our Building and Zoning Department, the Board of Adjustment, and Planning and Zoning Board have significantly increased during the past year.

2. Recommended Motion/Action:

Approve engagement letter between the County and Attorney Patrick Krechowski of Balch & Bingham, LLP.

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.
The budget amendment number is BA 26-15 using fund(s) 102-MSBU.

FROM:	TO:	AMOUNT:
102-8400-584.90-98 RESERVES/CASH BALANCE FORWARD	102-2420-524.30-31 OPERATING EXPENDITURES/PROFESSIONAL SERVICES	\$120,000.00

THIS ITEM WAS APPROVED WITHOUT EXCEPTION BY THE BOARD OF
COUNTY COMMISSIONERS ON
12/4/2025

MEMORANDUM

To: Board Agenda, December 4, 2025

From: Joel F. Foreman

Re: **Columbia County Building and Zoning Department Legal Representation**

Date: November 25, 2025

As you may be aware, the need for legal services to our Building and Zoning Department, the Board of Adjustment, and Planning and Zoning Board have significantly increased during the past year. The Live Local Act, land use disputes, zoning questions, subdivision plats, variances, and re-platting or de-platting of land have all become more prominent and time-consuming issues for County staff and this office. Those issues are more frequently resulting in contested matters before the Board of Adjustment or Planning and Zoning Board serving in decision-making and advisory capacities. More contested matters before those boards is likely to generate more appeals to the Board of County Commissioners, which I am primarily charged to represent.

This Board has also recently expressed its desire that more controversial items be decided by the Board of County Commissioners with advice from the Board of Adjustment or Planning and Zoning Board, rather than be handled as they have traditionally been.

The County is currently updating and modernizing its Land Development Regulations and Comprehensive Plan. This is happening while also trying to keep pace with the State's frequent modifications to the County's local land use planning powers and functions, which seem to be under attack each session.

I have served as counsel to the Building and Zoning Department as well as to the appointed boards since I've been County Attorney. My predecessor did the same. We have been the only two County Attorneys who have served under the Comprehensive Plan and Land Development Regulations, which were adopted in 1991.

With the recent explosion of demand for legal services in this area, the growing likelihood that decisions of the appointed boards will come to the County Commission for appeal or approval, and the coming revisions to the County's codes and regulations, now is the time to engage an attorney specializing in this area of law to provide legal counsel separate and apart from the County Attorney's office.

After discussing this with management and staff, I reached out to Patrick Krechowski of Balch & Bingham, LLP, to gauge his interest in serving the County in this capacity. I met Mr. Krechowski when he was engaged by a client on a land use issue in White Springs. I later became familiar with his work on behalf of the Port of Fernandina's Ocean, Highway, and Port Authority, where he handled board representation and challenges to that board's action. Having observed his capability and demeanor, I believed he would be a good fit for the County's needs.

After speaking with Mr. Krechowski and determining he was interested in learning more about the position, I invited him to Lake City to meet with the staff in the Building and Zoning

Department and County Management.

Following that meeting and a brief interview with management, Mr. Krechowski and I negotiated the attached engagement letter. Mr. Krechowski has agreed to represent the County on the terms set forth in the letter. The County will pay a flat \$10,000.00 per month for services, which includes up to 20 hours per month at the rate of \$500.00 per hour. If we do not use these services, the County still pays for the time. Staff's expectation, which I agree with, is that 20 hours per month is a fair estimate for the average amount of time Mr. Krechowski's services will be required. It is very possible, particularly early in the contract, that this time will be exceeded. If the 20 hours is exceeded, Mr. Krechowski's rate will be \$575.00 per hour. Both rates are reduced from his standard rate of \$610.00 per hour.

As you will see from his attached resumé, Mr. Krechowski is highly experienced in this area of the law. I believe engaging him now will pay significant dividends for the County as we complete revision of the LDRs and Comprehensive Plan. Mr. Krechowski has experience on both the government and developer's side, which can help our staff to better understand the requirements and expectations that the County should have for larger developers we do not yet have extensive experience with.

Balch & Bingham is a multi-state law firm with offices in Alabama, Florida, Georgia, Mississippi, Texas, and Washington, D.C. Mr. Krechowski works in the Jacksonville office. The County should be mindful that when a single attorney from a firm is engaged, the resources of that firm are also accessible to the County. The association of the firm is a strength of the proposal.

I have spoken with management about the cost, and this contract can be funded within current budget. I am recommending Mr. Krechowski's immediate engagement.

RECOMMENDED MOTION: To approve engagement letter between the County and Attorney Patrick Krechowski of Balch & Bingham, LLP.



PATRICK KRECHOWSKI
t: +1 (904) 348-6877
e: pkrechowski@balch.com

November 25, 2025

David Kraus
County Manager
Columbia County, Florida
P.O. Box 1529
Lake City, FL 32056-1529

SENT VIA EMAIL: dkraus@columbiacountyfla.com

Re: Columbia County Building and Zoning Department Legal Representation

Mr. Kraus:

We are delighted to advise Columbia County on land use and zoning matters being handled by the County's Building and Zoning Department. This letter and the enclosed Standard Terms of Representation describe the basis on which our firm will provide legal services to you.

Scope of Engagement. We are being engaged to consult with and advise Columbia County's Building and Zoning Department regarding land use and zoning matters. We have agreed that our engagement is limited to acting as counsel in this matter. Our acceptance of this engagement does not involve an undertaking to represent the County or its interests in any other matter.

Fees. Balch & Bingham LLP ("Balch") will bill the County monthly for the time devoted to this matter at a flat fee rate of \$10,000.00 per month. This flat fee shall correspond to twenty (20) hours of legal work per month dedicated to the Building and Zoning Department. This flat fee rate does not include any work associated with litigation, adversarial proceedings involving "opposing" counsel or special projects. I will be the primary attorney working on this matter. Any work above and beyond the flat fee will be billed at my hourly rate of \$575.00. Our hourly billing rates for lawyers currently range from \$320 to \$520 per hour for new associates to \$475 to \$905 per hour for senior partners. Time devoted by paralegals is charged at billing rates ranging from \$180 to \$250 per hour. These billing rates are subject to change from time to time. As explained in the enclosed Standard Terms of Representation, other factors also may be taken into consideration in determining our fees. I will communicate with you directly regarding any change in fee structure and the involvement of other Balch attorneys, as needed.

Standard Terms of Representation. Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter and which you should review carefully before agreeing to our engagement. Please indicate your acceptance of the terms of this letter and the Standard Terms of Representation by signing and returning a copy of this letter. Please call me if you have any questions.

50 North Laura St.
Suite 2100
Jacksonville, FL 32202

balch.com

ALABAMA | FLORIDA | GEORGIA | MISSISSIPPI | TEXAS | WASHINGTON, DC

Sincerely,

A handwritten signature in blue ink, appearing to be 'PK' with a stylized flourish.

Patrick Krechowski

By: _____

Date: _____



Standard Terms of Representation

Entire Agreement

The engagement letter and these Standard Terms of Representation constitute the entire agreement between you and Balch & Bingham LLP regarding our representation of you in the matter described in the engagement letter. They supersede any prior understandings and agreements, written or oral, and may not be changed by any subsequent billing requirements, outside counsel guidelines, or other communications without our consent.

Who Are We Representing

We represent the person or entity identified in our engagement letter excluding any personal or corporate associates or affiliates. Accordingly, representing you in this matter will not prevent us from representing other clients of the firm if they are or become adverse to any of your associates or affiliates. Unless specifically identified as such in the engagement letter, no other person or entity shall be considered our client.

Scope of Engagement

The scope of the engagement between you and Balch & Bingham LLP is defined in and limited by the separate engagement letter.

Who Will Provide the Legal Services

One of our lawyers will be principally responsible for providing the representation you requested. You are free to request a change of principal lawyer at any time. Subject to the principal lawyer's supervision, work associated with representing you may be performed by other lawyers and legal assistants.

Client Responsibilities

You agree to pay our fees and expenses incurred in representing you. In addition, you agree to provide complete and accurate information on the matter involved in this representation and to cooperate with our requests for information, communication and decision-making.

Advice about Possible Outcomes

During this representation, we may express opinions on factual issues, legal problems, courses of action, or possible outcomes. Such statements are expressions of opinion only, preliminary in nature based on information available to us at the time and are not promises or guarantees.

Consulting Ethics Counsel

We believe that it is in our clients' interest, as well as the firm's interest, that when legal ethics or related issues arise during a representation, including any dispute between us, we obtain expert analysis of our obligations at our own expense. You agree: (i) that if we determine during the course of the representation that it is appropriate to consult with our internal or outside counsel, we have your consent to do so; (ii) that our representation of you shall not, thereby, waive any attorney-client privilege that we may have to protect the confidentiality of our communications with counsel or any work product immunity that we may have over documents prepared, collected, or assembled by our counsel; and (iii) that no conflict, fiduciary, or other similar exception to such privilege or immunity shall apply.

Termination of Engagement

You may, at any time, terminate our representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered and expenses already incurred, including work in progress and remaining incomplete at the time of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In that event, we will take reasonable and practical steps to protect your interests in the matter involved in the representation, and you agree to cooperate with any actions necessary to our withdrawal. We will be entitled to be paid for all services rendered and expenses incurred on your behalf through the date of withdrawal.

Conclusion of Representation; Retention and Disposition of Documents

Unless terminated, our representation of you in the specified matter will end upon its completion, as evidenced by delivery of our final statement for services rendered in the matter, a formal letter of completion or six months of no activity.

If requested, your documents and any property will be returned to you upon payment of outstanding fees and expenses, although we reserve the right to maintain copies of any documents we deem appropriate. We will retain our own files pertaining to the matter including, for example, firm administrative records and internal lawyers' work product. We reserve the right to dispose of any such documents, property or files retained by us in accordance with our records retention policy without further notice to you.

Post-Engagement Matters

Your interests in the matter involved in this representation may be impacted by changes that may occur in the applicable laws or regulations after the conclusion of our representation. The firm has no continuing obligation to provide advice with respect to future legal developments unless you engage us to do so.

How Fees Are Set

Unless set forth in writing to the contrary, our fees for this representation will be determined by the time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. The hourly billing rates of our lawyers and legal assistants are adjusted periodically.

Estimates

Any estimate of the amount of fees and expenses likely to be incurred in connection with a particular matter is not a maximum or fixed-fee quotation unless expressly stated otherwise. Further, your obligation to pay the firm's fees and expenses is in no way contingent on the ultimate outcome of the matter.

Expenses

Expenses incurred in this representation will be described on our periodic statements for services rendered, such as copying, messenger and delivery service, computer research, travel, and filing fees.

You also agree to pay the fees and expenses of any investigators, consultants, or experts necessary in our judgment to represent your interests in this representation. Absent special circumstances, their fees and expenses will be billed directly to you for direct payment.

Payment of Statements

Unless otherwise agreed, we will bill you monthly for our fees and expenses in this representation. Payment is due promptly upon receipt of our statement. If your account becomes delinquent, and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of the account.

Retainer and Trust Deposits

Unless otherwise agreed, any retainer will be credited toward any unpaid invoices remaining at the end of this representation. Any balance remaining thereafter will be returned to you. If an initial retainer proves insufficient at any point during the representation, we reserve the right to require you to increase the retainer.

All trust deposits we receive, including retainers, are placed in a trust account which, pursuant to court rules, will be placed in a state-wide pooled account where the interest earned is paid to a charitable foundation or state bar association.

Future Engagements

Unless expressly indicated in writing otherwise, any future matter with which we assist will be governed by these Standard Terms of Representation.

Corporate Transparency Act

Our engagement does not include legal advice relating to any potential reporting obligations, beneficial ownership analysis, or other assistance relating to the Corporate Transparency Act (CTA) absent a further express written agreement. This includes engagements where we are assisting with (i) forming, registering, licensing, or otherwise qualifying a new legal entity, or (ii) a transaction that may trigger a reporting obligation. Compliance with the CTA is the responsibility of the reporting companies, not our firm. In no event shall we have any obligation to notify you or monitor for changes that may require updates or amendments to your CTA reports even if we become aware of them.



PATRICK W. KRECHOWSKI, Esq.
2245 Barefoot Trace, Atlantic Beach, FL 32233
Cell: (904) 738-5240 - pwkski@yahoo.com

INTRODUCTION: Board Certified and goal-oriented lawyer with over twenty-six years of private, corporate, and government advocacy spanning a wide range of skill sets demonstrating consistent and proven client-driven results.

LEGAL SKILL SETS:

Land Use and Real Estate Development	Environmental Permitting & Compliance
Procurement, Contracts & Grant Administration	General Employment
Government Affairs	Board Representation and Service
Litigation Management and Budgeting	Title Insurance Litigation and Regulation
Administrative & Regulatory Litigation	Law School Professorship

CERTIFICATION: **The Florida Bar, City, County & Local Government Law Section, Board Certification, August 2018.**

RECOGNITIONS: **Best Lawyers®, “Lawyer of the Year” 2025 Administrative/Regulatory Law; Best Lawyers® 2020-2025; Florida Super Lawyers 2024; Jacksonville Magazine, Best Lawyers 2019-2025**
Administrative/Regulatory; Land Use & Zoning; Environmental Litigation; Real Estate Litigation

EXPERIENCE:

Balch & Bingham, LLP, Jacksonville, FL; Partner. March 2020 through present.

Real estate, regulatory and general law practice offering business-oriented solutions for clients of all sizes and revenues with a focus on flexible, efficient and targeted advocacy. Clients range from small businesses to Fortune 500 companies that require responsive and dependable advice to navigate government regulations, liabilities and market risk factors. Previous client-service as Port Attorney (Port of Fernandina) and City Attorney (Neptune Beach, FL). Firm management roles include Florida pro bono program, attorney recruitment, practice group development and leadership, and firm/office business development in the North Florida legal and real estate community.

Jimerson Birr, P.A., Jacksonville, FL; Partner. October 2018 through February 2020.

Representation of a variety of private and public clients in business, real estate, litigation and government relations throughout Florida.

City of Neptune Beach, Florida; City Attorney. February 2011 through May 2019.

In-house representation of the City Council and staff of the City of Neptune Beach. Representation in all areas of local government operation including civil and administrative defense, employment & union matters, code compliance, land use, parliamentary procedure, contract and procurement negotiations & administration, management of claims and outside counsel, and county/state-level government relations.

GrayRobinson, Attorneys at Law, Jacksonville, FL; Of Counsel. July 2014 through October 2018.

Legal representation of diverse client group in real estate, litigation, government contracting & relations, environmental and land use law.

Fidelity National Title Group, Inc., Jacksonville, FL; Major Claims Attorney/Vice President. January 2010 through June 2014.

Senior Claims Counsel/Assistant Vice President. **February 2009 through January 2010.**

Management of multi-jurisdictional, high exposure title insurance claims litigation including coverage and indemnity disputes, insurance regulations, appeals, settlement/mediation, recovery and management of outside counsel throughout North America.

The Krechowski Law Firm, P.A., Neptune Beach, FL. October 2008 through February 2009. Operation of a sole practitioner law firm representing clients in local, state, and federal environmental and land use permitting and compliance matters, including administrative litigation, regulatory compliance and government relations.

Lewis, Longman & Walker, P.A., Jacksonville, FL; Associate. March 2006 through October 2008. Member of a four-office, statewide boutique firm specializing in environmental, land use, coastal construction law and administrative litigation, representing public and private clients throughout Florida.

St. Johns River Water Management District, Office of General Counsel, Palatka, FL; Assistant General Counsel II. September 2003 through March 2006. Represented the District’s Governing Board in matters involving environmental resource and consumptive use permitting including enforcement/compliance, administrative and civil litigation, rulemaking, contract management, legal document review, water supply issues, and general in-house legal support for District staff.

Florida Department of Environmental Protection, Tallahassee, FL. Assistant General Counsel, Bureau of Beaches and Coastal Systems. August 2000 through May 2002.

Representation of the State of Florida Board of Trustees of the Internal Improvement Trust Fund and the Office of Beaches and Coastal Systems.

State of Florida, Office of the Attorney General, Criminal Appeals Division, Daytona Beach, FL; Assistant Attorney General. Nov. 1998 through August 2000; May 2002 through September 2003. Extensive appellate litigation before state and federal appellate courts involving complex criminal issues ranging from pre-trial motions and constitutional issues to sentencing and post-conviction matters. Performance of oral argument before the Fifth District Court of Appeal.



PATRICK W. KRECHOWSKI, Esq.
2245 Barefoot Trace, Atlantic Beach, FL 32233
Cell: (904) 738-5240 – pwkski@yahoo.com

EDUCATION:

Nova Southeastern University, Shepard Broad Law Center, Ft. Lauderdale, FL.
Juris Doctor, **May 1998**.
Dean's List: Winter 1998. Environmental and Land Use Law Clinic (Dept. of Justice, Washington D.C.), Winter 1998.

Florida State University, Tallahassee, FL.
Bachelor of Science, Criminal Justice, **August 1995**.
School of Criminology, Certificate in Corrections & Certificate in Law Enforcement, August 1995.

MEMBERSHIPS:

- The Florida Bar, October 1998;
- Jacksonville Bar Association (Environmental & Land Use Law Section; City, County & Local Gov't Law Section; Administrative Law Section)
- Urban Land Institute, North Florida District (District Chair 2021-2023; Member of the Year, 2018)
- Chair, Jacksonville Downtown Investment Authority
- Board of Directors, Visit Jacksonville
- Northeast Florida Builders Association
- Leadership Jacksonville, Class of '17
- Attorney Member, Florida League of Cities
- Board of Directors, Smart North Florida
- Mayor Deegan Transition Committee
- City of Jacksonville Special Committee on Resiliency

PUBLICATIONS:

Ensuring an Informed Public: State Open Records and Meetings Laws; Chapter 13: Open Meetings Exemptions: The What, When, Why, and How of Conducting Government Business in the Shade. American Bar Assoc. 2021.

Climate Change Impacts on Ocean and Coastal Law – U.S. and International Perspectives, edited by: Randall S. Abate, Oxford University Press, 2015.

Co-Author: Florida Bar, Environmental & Land Use Law Section Treatise, Coastal Construction Regulation and Beach Nourishment and Thirty-year Erosion Zone, 2011.

INSTRUCTION/SPEAKING ENGAGEMENTS/MISCELLANEOUS:

“Keeping Shade Meetings Compliant & Confidential” (2024), **Florida Municipal Attorneys Association Annual Meeting**, Naples, FL.

“Avoiding Public Hearing Pitfalls” (2023, 2021, 2020, 2019), “Linking Disaster Mitigation & Recovery with Climate Resiliency” (2018); “Lessons From Hurricane Matthew” (2017); “Coastal Construction” (2007, 2008, 2012, 2013, 2014 and 2016), **The Florida Chamber's Environmental Permitting Summer School**, Marco Island/Orlando, Florida.

“Government Planning, Response & Recovery to Major Storm Events in Florida” (2020), **American Shore & Beach Preservation Assoc.**

“Ethics for the Environmental Professional” (2023 & 2024), “Coastal Armoring in Florida – Rules, Trends & Case Studies” (2022), “Coastal Resiliency Policy & Design” (2019); “Lessons Learned From Hurricane Seasons” (2018), **Georgia Environmental Conference**, Jekyll Island.

Adjunct Professor – Florida Coastal School of Law – Various Environmental, Land Use & Logistics law courses. 2008-2015.

“New, Different, Unusual & Uncertain – Environmental & Land Use Law Issues Facing All Floridians,” **Environmental & Land Use Law Section CLE**, January 2016, Orlando, Florida.

Title Insurance Claims Case Update and Case Studies, Reinsurance Committee Meeting. **American Land Title Association Annual Convention Meetings** (2013 & 2014).

Co-Chair, “Florida Coastal Law; The Rising Tide,” presented by CLE International, Miami, Florida, June 2008.

Volunteer Coordinator, 26.2 With Donna Marathon (2017-present); Finisher, Austin Marathon, February 2010 and Jacksonville Bank Marathon, December 2007. Eagle Scout, Boy Scouts of America, 1991.

LEGAL TRAINING/INTERNSHIPS: National Institute for Trial Advocacy, New England Regional Training Program, 2005.

United States Department of Justice, Environmental & Natural Resources Division, Washington, D.C. **Winter/Spring 1998**.

The Supreme Court of Florida, Office of Justice Harry Lee Anstead, Tallahassee, FL. **Summer 1996**.

November 25, 2025

David Kraus
County Manager
Columbia County, Florida
P.O. Box 1529
Lake City, FL 32056-1529

SENT VIA EMAIL: dkraus@columbiacountyfla.com

Re: Columbia County Building and Zoning Department Legal Representation

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By:  _____

Date: 12/4/25

Sincerely,



Patrick Krechowski