December 21, 2023 6:30 PM Bradford County Courthouse 945 North Temple Avenue Starke, Florida 32091

AGENDA

- 1. Chair to call meeting to order.
- 2. Public Comments
 - Three (3) minutes per speaker;
 - Comments will not be accepted after the meeting begins;
 - State your name and address into the record before addressing the board;
 - Address your questions to the board, not county staff;
 - Refrain from demands for an immediate board response; and
 - No boisterous behavior, personal, impertinent, or slanderous remarks.
- 3. Approval of Consent Agenda

ACTION

- A. SHIP Purchase Assistance Loan Modification Agreement for File Aurora L. Warren/B. Warren.
- B. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS FOR MORE THAN ONE YEAR LEVIED IN BRADFORD COUNTY, FLORIDA, TO FUND COSTS INCURRED BY THE COUNTY IN PROVIDING FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES EACH YEAR; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
- 4. Scarlett Cybersecurity Audit Presentation

Information

5. Consider approval under the FSA Bid No. FSA23-VEH21.0, from Nextran Truck Center for a new 2025 Mack GR64B Roll Off Garbage Truck. (\$218,971)

ACTION

6. Purchase IBM AS/400 (Tax Equipment) Sole Source (\$60,046)

ACTION

7. Approval of Quote from Stertil-koni USA, Inc. for Heavy Duty Lift and Equipment Under State Contract. (Sole Source; \$108,169.30)

ACTION

8. Clerk Reports – Denny Thompson, Clerk to the Board and Clerk of the Circuit Court

- 9. Sheriff Reports Gordon Smith, Sheriff
- 10. County Manager Reports County Manager, Scott Kornegay

Discussion

- A. Surplus Property Direction to Staff for the Listings of the Brooker Workshop and Pizza Hut on GovDeals.
- 11. County Attorney Reports Richard Komando
- 12. Commissioner's Comments
- 13. Chair's Comments

NOTICE:

Pursuant to Section 286.0105, Florida Statutes, notice is hereby provided that, if a person decides to appeal any decision made by the Board of County Commissioners of Bradford County, Florida with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM INFORMATION SHEET

DATE: December 21, 2023

AGENDA ITEM: SHIP- Purchase Assistance -Loan Modification Agreement for

File-Aurora L. Warren/B. Warren

<u>DEPARTMENT:</u> Community Development/SHIP

<u>PURPOSE/DESCRIPTION:</u> A Purchase Assistance applicant has contacted our office to

see if we would consider modifying their Purchase Assistance Loan agreement as their loan agreement was an older version and did not have an expiration date, to the newer style version

of loan agreements that are forgiven over time.

ASSOCIATED COST(S): -0-

BUDGET LINE (G/L #):

I OAN MODIFICATION AGREEMENT

THIS AGREEMENT, made this	day of December , 2023 by and between Aurora
LeDawn Warren and Betty N. Warr	en, trustee for the Jackson S. Warren and Betty N. Warren
Revocable Trust , in regards to the	property located at 1110 W. Pratt Street, Starke, FL 32091
hereafter called the "MORTGAGOR	" and THE BRADFORD COUNTY BOARD OF COUNTY
COMMISSIONERS, a political subdi	vision of the State of Florida, hereinafter called
"MORTGAGEF"	

RECITALS:

- A. MORTGAGEE is the owner and holder of that certain Mortgage dated December 19, 2005 made by the Mortgagor to Mortgagee, recorded in Official Records Book 1130, Page 339-342, public records of Bradford County, Florida, securing a debt evidences by a promissory note in the original amount of \$16,000.00, which mortgage encumbers property more particularly described in said mortgage.
- B. MORTGAGOR, the owner in fee simple of all the property subject to mortgage, has requested Mortgagee to modify Note and Mortgage and the parties have mutually agreed to modify the terms hereof in the manner hereinafter appearing.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually covenant and agree as follows:

- 1. The terms and provision of the NOTE are amended and modified in accordance with the terms and provisions of Exhibit "A" attached hereto and incorporated herein by reference, entitled: BRADFORD COUNTY SHIP REPAYMENT AGREEMENT DEFERRED LOAN AGREEMENT;
- Nothing herein invalidates or shall impair or release any covenants, conditions, agreement or stipulation in NOTE and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of NOTE and MORTGAGE which are not inconsistent herewith.
- 3. ALL MORTGAGEE'S rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
- 4. This agreement shall be binding upon and all shall inure to the benefit of heirs, executions, administrators and assigns, or successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has day of December, 2023.	s been duly executed by the parties hereto this
Signed, sealed, and delivered IN THE PRESENCE OF:	
	"MORTGAGOR"
Witness	Aurora Williams
Witness	
	"MORTGAGOR"
Witness	Betty N. Warren, Trustee
Witness	
	"MORTGAGEE"
Witness	Carolyn Spooner, Chair of THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS, a political Subdivision of the State of Florida
Witness	Subdivision of the State of Florida

STATE OF FLORIDA

COUNTY OF BRADFORD

Before me, the undersigned authority, personally appe	eared this day
Aurora L. Warren and Betty Warren	
To me well known to be the individual described in and acknowledged before me that they executed the same	3 3 1 2 2 2
WITNESS my hand and official seal thisday o	f <u>December</u> ,2023.
	lotary Public in and for the State and County aforesaid.
N	ly commission expires

BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS SHIP Deferred Loan Agreement Exhibit "A"

Date: December 19, 2005

AMOUNT: \$16,000.00 NAME: Aurora LeDawn Warren and Betty N. Warren,

Trustee

PARCEL: 03986-0-00000 ADDRESS: 1110 W. Pratt Street

Starke, FL 32091

FOR THE VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Bradford County Board of County Commissioners (herein called the "County"), or their successors, the sum of \$16,000.00, without interest on or before twenty- five (25) years from the date hereof; (1) If the property securing this Note is sold, rented, transferred or refinanced without the mortgagee's prior written consent within the twenty-five (25) year period or (2) if the maker hereof dies in the twenty-five (25) year period and the maker's heirs and/or devisees do not meet the requirements of the established for its Deferred Payment Loan Program in its Community Development Department. THIS DEBT SHALL BE FORGIVEN AND EXTINGUISHED TWENTY-FIVE YEARS FROM THE DATE HEREOF OR IN AN AMOUNT EQUAL TO FOUR PERCENT OF THE FACE VALUE OF THIS NOTE ANNUALLY. The cost of preparation and recordation of all lien cancellations shall be paid by the mortgagor.

If any payments come due, they shall be paid in lawful money of the United States at the principal office of the County.

The undersigned reserve(s) the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums.

IN THE EVENT the undersigned shall fail to pay the principal amount of this Note when due, and if such failure be subsisting 30 days after demand is made hereon, the unpaid principal amount of this Note shall become due and payable, at the option of the County without notice to the undersigned. Failure of the County to exercise such option shall not constitute a waiver of such default. If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments.

If suit is instituted by the County to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs.

DEMAND, protest and notice of demand and protest are hereby waived and the undersigned hereby waives to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this note.

\$16,000.00	DUE	12/19/05	THROUGH	12/18/06
\$15,360.00	DUE	12/19/06	THROUGH	12/18/07
\$14,720.00	DUE	12/19/07	THROUGH	12/18/08
\$14,080.00	DUE	12/19/08	THROUGH	12/18/09
\$13,440.00	DUE	12/29/09	THROUGH	12/18/10
\$12,800.00	DUE	12/19/10	THROUGH	12/18/11
\$12,160.00	DUE	12/19/11	THROUGH	12/18/12
\$11,520.00	DUE	12/19/12	THROUGH	12/18/13
\$10,880.00	DUE	12/19/13	THROUGH	12/18/14
\$10,240.00	DUE	12/19/14	THROUGH	12/18/15
\$9,600.00	DUE	12/19/15	THROUGH	12/18/16
\$8,960.00	DUE	12/19/16	THROUGH	12/18/17
\$8,320.00	DUE	12/19/17	THROUGH	12/18/18
\$7,680.00	DUE	12/19/18	THROUGH	1218/19
\$7,040.00	DUE	12/19/19	THROUGH	12/18/20
\$6,400.00	DUE	12/19/20	THROUGH	12/19/21
\$5,760.00	DUE	12/19/21	THROUGH	12/18/22
\$5,120.00	DUE	12/19/22	THROUGH	12/18/23
\$4,480.00	DUE	12/19/23	THROUGH	12/18/24
\$3,840.00	DUE	12/19/24	THROUGH	12/18/25
\$3,200.00	DUE	12/19/25	THROUGH	12/18/26
\$2,560.00	DUE	12/19/26	THROUGH	12/18/27
\$1,920.00	DUE	12/19/27	THROUGH	12/18/28
\$1,280.00	DUE	12/19/28	THROUGH	12/18/29
\$640.00	DUE	12/19/29	THROUGH	12/18/30
-0-	DUE	12/19/30		

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of its date.

	Date	
Aurora L. Warren		
	Date	
Betty N. Warren, Trustee		

THIS INSTRUMENT PREPARED BY: (AND RIBRADFORD COUNTY S.H.I.P. PROGRAM 925 NORTH TEMPLE AVENUE STARKE, FLORIDA 32091 904-966-6382,

Inst:2005191105 Date:12/29/2005 Time:16:34 Doc Stamp-Mort: 56.00 Intang. Tax: 0.00

DC,Ray Norman,Bradford County B:1130 P:339

REAL ESTATE MORTGAGE

DATE: December 19, 2005

MORTGAGOR: Aurora LeDawn Warren and Betty N. Warren, trustee for the

Jackson S. Warren and Betty N. Warren Revocable Trust

MORTGAGEE: THE BRADFORD COUNTY BOARD OF

COUNTY COMMISSIONERS, a political subdivision of the

State of Florida, Bradford County Court House,

925 N. Temple Avenue Starke, Florida 32091

WITNESSETH: That for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory notes of even date herewith hereinafter described, the receipt whereof is hereby acknowledged, the Mortgagors do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagees, their heirs, successors, and assigns, all the certain piece, parcel or tract of land, of which the Mortgagors are now seized and possessed and in actual possession situate in the County of Bradford and in the State of Florida, as described as follows:

Legal Parcel:03986-0-00000

Street Address: 1110 W. Pratt Street Starke, FL 32091

Lot 11, Block 1, Saratoga Heights Unit 1, Section 29, Township 6 South, Range 22 East, according to Plat recorded in Plat Book 2, Page 64, public records of Bradford County, Florida.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments, rights, powers, privileges, immunities, and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and also all the estate, right, title, interest, homestead, dower and the right of dower separate estate property, possession, claim and demand whatsoever as well in law as in equity of the Mortgagors of, in and to the same and every part and parcel thereof unto the Mortgagees in fee simple.

And the Mortgagors hereby convent with the Mortgagees: that the Mortgagors are indefeasibly seized of said land in fee simple; that the Mortgagors have full power and lawful right to convey the Same in fee simple as aforesaid; that it shall be lawful for the Mortgagees at all times peaceably and quietly to enter upon, hold occupy and enjoy said land and every part thereof; that said land is free from all encumbrances;

EXCEPT AS PREVIOUSLY RECORDED IN OFFICIAL RECORDS OF BRADFORD COUNTY.

that the Mortgagors will make such further assurances to perfect the fee simple title to said land in the Mortgagees as may reasonably be required; and that the Mortgagors do hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if the Mortgagors shall pay unto the Mortgages the certain promissory note or notes, of which the following in words and figures is a true copy, to -wit:

Page 1

Inst:2005191105 Dat 2/29/2005 Time:16:34

Doc Stamp-Mort: 56.00

Intang. Tax: 0.00

______DC,Ray Norman,Bradford County B:1130 P:340

Mortgage Note

\$16,000.00 Bradford County, Florida

For the value received, the under signed, jointly and severally, promises to pay to the order of

Bradford County Board of County Commissioners, Florida, a politic subdivision of the State of Florida

The principal sum of Sixteen Thousand and No/100—(\$16,000.00), with interest of 0% per centum per annum from date until maturity, said principal and interest being payable in lawful money of the United States of America at:

Bradford County Courthouse P.O. Drawer B Starke, Florida 32091

or at such other address as the holder from time to time may specify by written notice to the maker, the principal and interest to be paid at the date or dates and in the manner following:

The entire deferred loan balance shall become immediately due and payable either upon (1) the sale, rental, transfer, or refinance of the property or (2) the property loses homestead exemption status, whichever occurs first.

The makers hereof reserve the privilege of paying this Note in full, or any part thereof, at any time without penalty.

This note to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any said sums or interest or in the performance of any agreements contained herein, then at the option of the holder of the same, the principal sum then remaining unpaid shall immediately become due and collectible without notice, time being of the essence of this contract, and said principal sum shall then bear interest at the rate of Highest Lawful Rate per centum per annum, from such time until paid.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Aurora LeDawn Warren (SEAL)

Property Address: 1110 W. Pratt Street Starke, Bradford County, FL 32091 And shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory notes and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

It is understood that each of the words, "notes," "mortgagors" and "mortgagees" respectively, whether in the singular or plural anywhere in this mortgage, shall be singular if one only and shall be plural jointly and severally if more than one, and that the word "their" as used anywhere in this mortgage shall be taken to mean his, her or its, wherever the context so implies or admits. The words "promissory notes" as used herein, shall include interest coupon notes (if provided for in this mortgage) wherever the context so requires or admits.

And the Mortgagors, hereby jointly and severally covenant to and with the Mortgagees:

- 1. To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of said promissory notes and this mortgage, each and every, promptly on the days respectively the same severally become due.
- 2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and incumbrances of every nature and kind now on said described property, and/or that hereafter may be imposed, suffered, placed, levied or assessed thereupon,, and/or that hereafter may be levied or assessed upon this mortgage and/or the indebtedness secured hereby, each and every, when due and payable according to law, before they become delinquent, and before any interest attaches or any penalty is incurred; and in so far as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of the Mortgagees within ten days next after payment.
- 3. To keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagees, and to pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies designated by Mortgagees and the policies and renewals thereof shall be held by Mortgagees and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagees. In event of loss Mortgagors will give immediate notice by mail to Mortgagees and Mortgages may make proof of loss if not made promptly by Mortgagors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagees, instead of to Mortgagors and Mortgagees jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagees at their option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishments of the indebtedness secured hereby, all right, title, and interest of the Mortgagors, in and to any insurance policies then in force shall pass to the purchaser or grantee, appropriate credit being given therefore, after, but as of the date of such transfer and delivery of possession.
- 4. To remove or demolish no building on said premises without the written consent of the Mortgagees; to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and to keep the same and improvements thereon in good condition and repair.
- 5. That in the event the Mortgagors fail to pay and/or discharge the taxes, assessments, levies, liabilities, obligations and incumbrances, or fail to keep said premises insured or to deliver the policies, premiums paid, or fail to repair the said premises, as herein agreed, the Mortgagees are hereby authorized at their election to pay and/or discharge said taxes, assessments, levies, liabilities, obligations and incumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs, without any obligation on their part to determine the validity and/or necessity of any thereof and without the Mortgagees waiving or affecting any option, lien, equity or right under or by virtue of this mortgage; and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of highest lawful rate per centum per annum, and, together with such interest, shall be secured by the lien of this mortgage; but nothing herein contained shall be construed as requiring the Mortgagees to advance or expend moneys for any of the purposes in this paragraph mentioned.
- 6. To pay all and singular the costs, charges and expenses, including reasonable lawyer's fees, lawyer's disbursements and cost of abstracts of title, incurred or paid at any time by the Mortgagees because and/or in the event of the failure on the part of Mortgagors duly, promptly and fully to perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory notes and this mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending; and the full amount of each and every such payment shall bear interest from the date thereof until paid at the rate of highest lawful rate per centum per annum; and all such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this mortgage.
- 7. That (a) in the event of any breach of this mortgage or default on the part of the Mortgagors, or; (b) in the event any of said sums of money herein referred to be not promptly and fully paid within 10 days next after the same severally become due and payable, without demand or notice; or (c) in the event each and every the stipulations, agreements, conditions and covenants of said promissory notes and this mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, or; (d) upon the rendering by any court of last resort of a decision that an undertaking by the Mortgagors as herein provided to pay taxes, assessments, levies, liabilities, obligations and incumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such taxes, so as to affect this mortgage or the debt secured hereby; then, in either or any such event, the said aggregate sum mentioned in said promissory notes then remaining unpaid, with interest accrued, and all moneys secured hereby shall become due and payable forthwith, or thereafter, at the option of the Mortgagees, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said promissory notes and/or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagees, without notice or demand, suit at law or in equity, therefore or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.
- 8. That, in the event that at the beginning of or at any time pending any suit upon this mortgage, or to foreclose it, or to reform it, and/or to enforce payment of any claims hereunder, the Mortgagees shall apply to the court having jurisdiction thereof for the appointment of a Receiver such court shall forthwith appoint a Receiver of said mortgaged property all and singular, including all and singular the income, profits, issues and revenues from whatever source derived each and every of which, it being expressly understood, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses hereof, and such Receiver shall have all the broad and effective functions and powers in any wise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to the Mortgagees, and without reference to whether or not said mortgaged property be in whole or in part a homestead and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of the Mortgagors and/or of the defendants, and that such rents, profits, income, issues and revenues shall be applied by such Receiver according to the lien and/or equity of the Mortgagees and the practice of such court.
- 9. Duly, promptly and fully to perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory notes and in this mortgage set forth.

Inst:2005191105 Date:12/29/2005 Time:16:34

Doc Stamp-Mort : Intang. Tax :

0.00

56.00

DC, Ray Norman, Bradford County B:1130 P:341

- 10. For the purpose of inducing the Mortgagees to make the loan secured hereby, the Mortgagors represent that the rents now accruing and hereafter to accrue upon the mortgaged premises are now and during the life of this mortgage shall remain free and clear of all liens, encumbrances or pledges.
- 11. Duly, promptly and fully to perform, comply with and abide by each and every stipulations, agreements, conditions and covenants contained in the prior mortgage hereinabove described, if any, and in the obligation secured thereby.
- 12. That in order more fully to protect the security of this mortgage the Mortgagors, together with and in addition to the monthly payments under the terms of the note secured hereby and on the same day of each month as the payments under said note are due and until said note is fully paid, if so required by the Mortgagees, shall pay to the Mortgagees an installment of the taxes and assessments next to become due and levied or to be levied against the mortgaged property and an installment of the premium or premiums next to become due and payable on the policies of fire and other hazard insurance covering the mortgaged property. Such installments shall be equal respectively to such estimated taxes and assessments and fire and other hazard insurance premiums (all as estimated by the Mortgagees), less all sums already paid thereon and dived by the number of the months that are to elapse before one month prior to the date when such taxes, assessments or premiums will become delinquent, such sums to be held by the Mortgages in trust to pay said premiums, taxes and assessments.
- 13. TRANSFER OF THE PROPERTY: If all or any part of the property or any interest in it is sold, rented, transferred or refinanced without the Mortgagee's prior written consent, the Mortgagee may, at its option, declare all of the sums secured hereby to be immediately due and payable. The Mortgagee shall have waived such option to accelerate if, and <u>prior</u> to the sale or transfer the Mortgagee and the person whom the property is to be sold or transferred reached such an agreement in writing that the income and credit of such person is satisfactory to the Mortgagee and that the interest payable on the sums secured hereby shall be at such a rate as the Mortgagee shall request. N.B. It is the intent of the Mortgagee that no part of the Bradford County S.H.I.P. funds be used to the benefit of a person or persons that are not eligible pursuant to the statute, regulations, and ordnance concerning use of the S.H.I.P. funds. Therefore, this transfer of property could arise from the death of the Mortgagor and the acquisition of the property by an ineligible person or persons. In such a case, the Mortgagee shall retain the right to call the outstanding sums due and payable.

IT IS MUTUALY COVENANTED AND AGREED by and between the Mortgagors and the Mortgagees that this mortgage and the promissory note or notes secured hereby constitute a Florida contract, and shall be construed according to the laws of that State.

IN WITNESS WHEREOF, the Mortgagors have executed this mortgage under seal the day and year first above written.

,	
Signed, sealed and delivered In the presence of: Witness Pichand WS4///von Witness Deloars (54///von STATE OF FLORIDA ss.	Aurora Le Dawn Warren Belty 1. Warren (SEAL) Betty N. Warren, Trustee
COUNTY OF BRADFORD Before me, the undersigned authority, personally appeared this	s day
Aurora LeDawn Warren and Betty N. Warren, Trustee	
(name or names) to me well known and known to be the individual described in a	(he/she/ they)
acknowledged before me that they executed the same (he/she/they) WITNESS my hand and official seal this 4 day of	e for the purposes therein stated.
	Notary Public in and for the State and County aforesaid.
	My commission expires
Delores L Sullivan MY COMMISSION # DD183838 EXPIRES March 11, 2007 BONDED THRU TROY FAIN INSURANCE, INC.	
	Inst:2005191105 Date:12/29/2005 Time:16:34

56.00

0.00

_DC,Ray Norman,Bradford County B:1130 P:342

Doc Stamp-Mort :

:

Intang. Tax

.

AGENDA ITEM INFORMATION SHEET

DATE: December 21, 2023

AGENDA ITEM A RESOLUTION OF THE BOARD OF COUNTY

COMMISSIONERS OF BRADFORD COUNTY,
FLORIDA ELECTING TO USE THE UNIFORM
METHOD OF COLLECTING NON-AD VALOREM
SPECIAL ASSESSMENTS FOR MORE THAN ONE
YEAR LEVIED IN BRADFORD COUNTY, FLORIDA,
TO FUND COSTS INCURRED BY THE COUNTY IN

PROVIDING FIRE PROTECTION AND

EMERGENCY MEDICAL SERVICES EACH YEAR; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND

PROVIDING AN EFFECTIVE DATE.

<u>DEPARTMENT:</u> County Manager

<u>PURPOSE:</u> This resolution will allow special assessments levied by the

county to be placed on the tax rolls for 2024.

RESOLUTION 2023 –

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS FOR MORE THAN ONE YEAR LEVIED IN BRADFORD COUNTY, FLORIDA, TO FUND COSTS INCURRED BY THE COUNTY IN PROVIDING FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES EACH YEAR; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the Board of County Commissioners of Bradford County, Florida, as follows:

Section 1. Authority for Resolution.

This resolution of Bradford County, Florida is adopted pursuant to Sections 125.01, 125.66, 125.271 and 197.3632, *Florida Statutes*, and other applicable provisions of law.

Section 2. Findings by the Board of County Commissioners.

It is hereby ascertained, determined and declared as follows:

- A. The Board of County Commissioners of Bradford County, Florida, intends to use the uniform method for collecting non-ad valorem special assessments for more than one year to fund costs incurred by Bradford County, Florida in providing fire protection and emergency medical services each year;
- B. The Board of County Commissioners of Bradford County, Florida is authorized to use the uniform method by Section 197.3632, *Florida Statutes*, which allows such assessments to be collected annually in the same manner as provided for ad valorem taxes;
- C. A legal description of Bradford County, Florida is attached hereto as Appendix A and is incorporated herein by reference; and
- D. The Board of County Commissioners of Bradford County, Florida held a duly advertised public hearing for the purpose of considering the adoption of this resolution; proof of

publication of said advertisement for said public hearing is attached hereto as Appendix B and is incorporated herein by reference.

Section 3. <u>Uniform Method of Collecting Non-Ad Valorem Assessments.</u>

- A. Commencing with the ad valorem tax bills issued in November 2024, and continuing each year thereafter, the Board of County Commissioners of Bradford County, Florida hereby announces its intention to use the uniform method of collecting non-ad valorem assessments for more than one year as authorized in Section 197.3632, *Florida Statutes*, as amended, to fund costs incurred by Bradford County, Florida each year in providing fire protection and emergency medical services within Bradford County, Florida;
- B. Such non-ad valorem assessments may be levied within the entirety of Bradford County, Florida; provided, however, that the imposition and collection of non-ad valorem assessments from any incorporated area of Bradford County shall be subject to the consent by ordinance of the governing body of the affected municipality as required by section 125.01(1)(q), *Florida Statutes*;
- C. The Board of County Commissioners of Bradford County, Florida hereby determines that the levy of such assessments is needed to fund the cost of providing fire protection and emergency medical services in Bradford County, Florida;
- D. Adoption of this resolution is solely for the purpose of complying with the statutory requirements that the Board of County Commissioners of Bradford County, Florida publicly express to the Florida Department of Revenue, the Bradford County Property Appraiser and the Bradford County Tax Collector that if the Board of County Commissioners of Bradford County, Florida levies non-ad valorem special assessments to fund fire protection and emergency medical services for the fiscal year commencing October 1, 2024, that it intends to use the uniform method of collection commencing with the ad valorem property tax bill to be mailed in November 2024; and

E. Adoption of this resolution shall not be deemed to commit or require the Board of

County Commissioners of Bradford County, Florida to impose any special assessments.

Section 4. <u>Direction to Staff.</u>

Upon adoption, the County Manager is hereby directed to send a copy of this resolution by

United States mail to the Florida Department of Revenue, the Bradford County Property Appraiser

and the Bradford County Tax Collector.

Section 5. Construction and Effective Date of Resolution.

This resolution shall be liberally construed to affect the purposes hereof and shall become

effective immediately upon adoption by the Board of County Commissioners of Bradford County,

Florida.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County,

Florida, with a quorum present and voting, this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

By:	CAROLYN SPOONER, as its
-	Chair

ATTEST:

By: DENNY THOMPSON, as

Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: RICHARD KOMANDO, as

County Attorney

 RESOLUTION 2023 –	
APPENDIX A	

LEGAL DESCRIPTION OF BRADFORD COUNTY, FLORIDA

As set forth in section 7.04, Florida Statutes, the county lines of Bradford County are as follows:

Beginning at a point where the thread of New River intersects the thread of the Santa Fe River; thence northeasterly concurrent with the east boundary of Union County following the meanderings of the said New River to where same is intersected by the middle township line of township four south, range twenty-two east; thence east on said middle township line to the range line between ranges twenty-two and twenty-three east; thence south on said range line to the southeast corner of section twelve, township nine south, range twenty-two east; thence west on the section line between section twelve and thirteen, township nine south, range twenty-two east to Santa Fe Lake; thence northwesterly following the northeast shore of Santa Fe Lake to its westernmost intersection with a line which is the prolongation of the north line of McManus Subdivision as per plat book "A," page 117 of the public records of Alachua County; thence west along the north line of said subdivision to its intersection with the east line of government lot three of section twenty-one, township eight south, range twenty-two east; thence north along said east line to the southeast corner of the southwest quarter of the northwest quarter of said section twenty-one; thence north along the lines between the east half and the west half of the northwest quarter of said section twenty-one to the north line of said section twenty-one; thence west along the north line of said section twenty-one to the southeast corner of section seventeen, township eight south, range twenty-two east; thence west to the southwest corner of the southeast quarter of the southeast quarter of said section seventeen; thence north to the southeast corner of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence north to the northwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the northwest quarter of the northeast quarter of said section seventeen; thence north to the half-mile corner on the south line of section eight, township eight south, range twenty-two east; thence west to the southwest corner of the east half of the southeast quarter of the southwest quarter of said section eight; thence north to the northwest corner of the east half of the northeast quarter of the northwest quarter of said section eight; thence north to the northeast corner of the west half of the southeast quarter of the southwest quarter of section five, township eight south, range twenty-two east; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section five; thence north along the west line of said section five to the northeast corner of the southeast quarter of the northeast quarter of section six, township eight south, range twenty-two east; thence west to the southwest corner of the northeast quarter of the northeast quarter of said section six; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section six; thence west along the north line of said section six to the northwest corner of said section six; thence north along the east line of section one, township eight south, range twenty-one east to the southeast corner of section thirty-six, township seven south, range twenty-one east; thence north along the east line of said section thirty-six to the northeast corner of the southeast quarter of the southeast quarter of said section thirty-six; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section thirty-six; thence north along the west line of said section thirty-six to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its intersection with the east line of the southwest quarter of the northwest quarter of section thirty-three, township seven south, range twenty-one east; thence north to the northeast corner of the southwest quarter of the northwest quarter of said section thirty-three; thence west to the northeast corner of the southeast quarter of the northeast quarter of section thirty-two, township seven south, range twenty-one east; thence west to the northwest corner of the southwest quarter of the northwest quarter of said section thirty-two; thence west to the southwest corner of the northeast quarter of the northeast quarter of section thirty-one, township seven south, range twentyone east; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section thirty-one; thence west to the half-mile corner on the south line of section thirty, township seven south, range twenty-one east; thence north on the quarter section line of said section thirty to its intersection with the thread of the Santa Fe River; thence southerly and westerly along the thread of said Santa Fe River to its intersection with the south line of the southwest quarter of the northeast quarter of section twenty-eight, township seven south, range twenty east; thence west to the southwest corner of the northeast quarter of said section twenty-eight; thence north to the northwest corner of the northeast quarter of said section twenty-eight; thence west to the northwest corner of said section twenty-eight; thence north along the east line of section twenty, township seven south, range twenty east to the southeast corner of the northeast quarter of said section twenty; thence west on the quarter section line of said section twenty to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of said Santa Fe River to the point of beginning.

RESOLUT	ION 2023 –
API	PENDIX B

PROOF OF PUBLICATION

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS AND NOTICE OF PUBLIC HEARING

The Board of County Commissioners (the "Board") of Bradford County, Florida (the "County") hereby provides notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem assessments for more than one year to fund annual costs incurred by the County in providing fire protection and emergency medical services. The uniform method allows for the collection of non-ad valorem assessments, sometimes referred to as special assessments, on the annual property tax bill mailed each November by the county tax collector. The Board will consider the adoption of a resolution electing to use the uniform collection method, commencing in November 2024, at a public hearing to be held at 9:30 a.m. on December 5, 2023, at the County Commission Chambers located at 945 North Temple Avenue, Starke, Florida 32091.

Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. The non-ad valorem assessments may be levied within the entire County; provided, however, that the imposition and collection of non-ad valorem assessments from any incorporated area of the County shall be subject to the consent by ordinance of the governing body of the affected municipality as required by section 125.01(1)(q), Florida Statutes. The resolution does not impose any assessments, it only preserves the County's ability to collect assessments on the annual property tax bill beginning in November 2024, if the Board takes additional steps before then to impose fire protection assessments. Such additional steps include public hearing and mailed notice at least twenty (20) days before the public hearing to all owners of real property subject to the assessments.

Copies of the proposed form of resolution are on file at the office of the County Manager, 945 North Temple Avenue, Starke, Florida 32091. All interested persons are invited to attend the public hearing. In the event any person decides to appeal any decision by the Board with respect to any matter relating to the consideration of the resolution at the referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on 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 Manager at (904) 966-6327, at least 48 hours prior to the time of the hearing.

Board of County Commissioners of Bradford County, Florida

Publish on the following dates:

November 9, 2023 November 16, 2023

November 23, 2023

November 30, 2023

AGENDA ITEM INFORMATION SHEET

DATE: December 21, 2023

AGENDA ITEM Scarlett Cybersecurity Audit Presentation

<u>DEPARTMENT:</u> Information Technology

<u>PURPOSE:</u> Executive presentation of the finding of the

cybersecurity audit for Bradford County.

AGENDA ITEM INFORMATION SHEET

DATE: December 21, 2023

AGENDA ITEM Consider Approval Under The FSA Bid No. FSA23-

VEH21.0, From Nextran Truck Center For A New 2025

Mack GR64B Roll Off Garbage Truck.

<u>DEPARTMENT:</u> Public Works/Solid Waste

PURPOSE: Replace Aging Fleet of Solid Waste Roll Off Garbage Trucks

ASSOCIATED COST(S): \$218,971.00

BUDGET LINE (G/L #): 113-65-534-99200-00, New Items Requested on the 23-24

Budget Year

<u>IUSTIFICATION:</u> This is under the FSA, the Solid Waste Department has an

aging fleet of Roll Off Garbage Trucks. We have four full-time roll off trucks, three of which are over five years in age and have over 200,000 miles on them. The newest of the four is a 2021 with 105,000 miles on it. These Trucks average 50,000 miles a year and a lot of abuse on rough roads, the

landfill, and a lot of stop and go.

BUYER'S ORDER





Sold to:

BRADFORD COUNTY SOLID WASTE

BENNY

Invoice Number:

Date: December 4, 2023

PO #:

Salesman: Kenneth Cox

B ROLLOFF	TBD	\$	218,971.00
	B ROLLOFF	P KOLLOFF IBD	P KOLTOLL IRD 2

Total Selling Price:

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA23-VEH21.0 SPECIFICATION # 15 , TANDEM AXLE TRUCK, October 1, 2020- September 30, 2021

FSA TRUCK SPECIFICATION

ORDER CODE	OPTION		PRICE	
63	TRUCK	\$	137,308.00	
1001857	425HP	\$	2,077.00	
1364581	4500RDS ALLISON	\$	14,802.00	
20F46R	66K GVW	\$	5,738.00	
2540401	DIFF LOCK	\$	1,195.00	
5311627	ALUM WHEELS	\$	2,683.00	
1898000	PTO PREP	\$	168.00	
ROLLOFF	CABLE	\$	55,000.00	
				State
		_		
		_		
	3			
				_
				Ρ.
TOTAL	PRICE	\$	218,971.00	

Sub Total: \$

Insta Tag Fee: \$

Disposal Fee:

Tire Tax Credit

Sub Total: __

Sales Tax on Fees:

Exempt

Discretionary Tax: \$

.O. AMOUNT DUE: \$ 218,971.00

P.O. #

Salesman Signature

Customer Signature

Our Service Manager is Kyle Kitterman Our Parts Manager is Randy Wildes Our Sales Manager is Brian Henderson Feel free to call if you need any assistance!

> 1986 West Beaver St. Jacksonville FL 32209 Phone: 800-347-6225 Fax: 904-354-3807

AGENDA ITEM INFORMATION SHEET

DATE: December 21, 2023

AGENDA ITEM Purchase IBM AS/400 (Tax Equipment)

<u>DEPARTMENT:</u> Tax Collector's Office

<u>PURPOSE:</u> Migrating our Tax Collection Application from the IBM iSeries Power 8 to the Power 10 Platform. A connection from the Tax Collection network to the Department of Motor Vehicles (DMV) network exists which allows us to use the DMV workstations. The selected Sole Source vendor has a working relationship with DMV and network access credentials. Attached is a more detailed letter.

ASSOCIATED COST(S): \$60,046.00

BUDGET LINE (G/L #): #001-08-516-64000-00

TAX COLLECTOR ONLY

Quote/Sales Agreement

NET SOUTH INC.	Date: 12/11/2023
P.O. Box 6983	

Jacksonville, FL 32236

32091

Starke, Fl

Bill To: Bradford County Tax Collector 945 N. Temple Ave Suite B

Item	Description	Quantity	Price
1	IBM- Power 10 9105 41B AS/400	1	
	1 year IBM hardware and software support		
2	16 gig memory	4	
3	1.6TB disk drives mirrored	2	
4	Users	10	
5	Dual power supplies	1	
6	LTO 7 3580 Tape Drive	1	
7	4 port 1000/100/10 ethernet	1	
8	Lto 7 tapes	10	
9	Installation and migration	1	

Total \$60,046.00

	Total Amount Due:	\$60,046.00					
Customer Approval	Purchase Order #:						
	Date:						
Email to Danny Williamson @ Netsouth@cs.com							

Net South Inc.

P.O. Box 6983 Jacksonville, Florida 32236

December 12, 2023

Teresa Phillips Bradford County Tax Collector 945 North Temple Ave, Starke, Florida 32091

Dear Teresa:

As per your question regarding migrating your Tax Collection Application from the IBM iSeries Power 8 to the Power 10 platform I have listed some items that should be considered when selecting a vendor.

- A connection from the Tax Collection network to the Department of Motor Vehicle (DMV) network exist
 to allow customer tax payments to be processed on the DMV workstations. During migration to a new
 iSeries platform, connectivity issues may occur resulting in the need to access the DMV workstations. The
 selected Vendor should have a working relationship with DMV and network access credentials.
- The Tax Application requires a special environment that must be installed on the iSeries before it will
 function. This special environment is used to apply payments to the correct receipt and collection drawer.
 Knowledge on how the relationship between collection and printing is set up is also essential.
- 3. While the Property Appraisers office doesn't use the iSeries for CAMA production they do use it for historical purposes. Because the Property Appraiser no longer has support with the CAMA vendor, the installer must know how to generate and install the internal keys for the application. Access to the CAMA data will not function until the internal keys are installed.

I have over 25 years of experience installing iSeries systems for Tax Collector and Property Appraiser's. Below is some that I have upgraded the iSeries for in the past eighteen months. As you are aware I am familiar with your tax application network and have credentials for the DMV workstations.

Washington County Tax Collector. (Uses DMV workstations to process payments)

Calhoun County Tax Collector.

Franklin County Tax Collector and Property Appraiser.

Hamilton County Tax Collector and Property Appraiser.

Union County Tax Collector. (Uses DMV workstations to process payments)

Okaloosa County Property Appraiser

If you have any questions, please give me a call.

Danny Williamson

(904) 759-8715

AGENDA ITEM INFORMATION SHEET

<u>AGENDA ITEM:</u> Approval of Quote from Stertil-koni USA, Inc. for Heavy Duty lift & Equipment under state contract.

<u>DEPARTMENT:</u> Bradford County Public Works_

<u>PURPOSE</u>: Road Department mechanic shop had an inspection of all lifts, each failed and was condemned.

ASSOCIATED COST(S): \$108,169.30.

BUDGET LINE (G/L #): 105-29-541-99000-00





Stertil-Koni USA, Inc. 200 Log Canoe Circle Stevensville, MD 21666 T: 410.643.9001 F: 410.643.8901

 Quote #
 1339

 Date
 12/05/2023

 Expires
 01/04/2024

 RSM
 Brian Myles

Billing Address

Bradford County Road Department Cole Hession 812 Grand St B Starke, FL 32091

cole_hession@bradfordcountyfl.gov (904) 454-0644

Shipping Address

Bradford County Road Department Cole Hession

812 Grand St B Starke, FL 32091

cole_hession@bradfordcountyfl.gov

(904) 454-0644

Sourcewell Contract #: 013020-SKI

Item	Qty	Price	Discount	Total
ST-1085-3FWA	1.00 \$	3124,194.00	29.00%	\$88,177.74
Set of 6 Wireless Battery-Powered Mobile Lifts at 111,000 lbs. capacity, 24V DC, ebright control box on every column with synthetic fixed front wheels and adustable forks				
SKCVP 3658-18	6.00	\$2,031.00	29.00%	\$8,652.06
Support Stand, 18 tons, w/handle & wheels, spring loaded center tube, pin stop w/36"-58" fine adjustment, 1 fixed wooden head				
SKCVP 5480-18	6.00	\$2,075.00	29.00%	\$8 830 50
Support Stand, 18 tons, w/handle & wheels, spring loaded center tube, pin stop w/54"-80" fine adjustment. 1 fixed wooden head	5.00	Ψ2,073.00	29.00%	\$8,839.50

 Subtotal:
 \$148,830.00

 Discount:
 (\$43,160.70)

 Tax:
 \$0.00

 Shipping:
 \$2,500.00

 Total
 \$108,169.30

Comments

Sourcewell	Mambar	A+ #	440470
Sourcewell	Member	Account #	1174/9

Subcontract:

Local Distributor:

Heavy Duty Lift & Equipment, Inc. Thor Merrow thor@heavydutylift.com 678.662.1858

Terms and Conditions

- 1. Purchase Orders MUST be issued to Stertil- Koni USA, Inc., not the Local Distributor. Please submit Purchase Orders to orders@stertil-koni.com.
- 2. P.O.s must be issued on a company letterhead and must contain contact information, billing address, shipping address, phone number, and email. P.O. must also contain direct reference to parts, pricing, and quantity provided on the quote or direct reference to quote number.
- 3. Product availability and proposed delivery date provided ARO.
- 4. Customer is responsible for paying sales tax, if any, when applicable.



PO BOX 605 BRANFORD, FL. 32008 386-935-3494 MAIN 386-935-3495 FAX

					-	
	ľ	V	V	U	C	Ĺ

Job#

INVOICE 48209

Bradford county public works **BILL TO** 812 N Grand St, Starke, FL 32091 904-454-0644

DATE 12/4/2023 SHIP TO

MODEL SERIAL P/O

BAY MAKE DISPATCH DATE 11/16/2023 QTY Item Description Rate Amount 2023 ALI LIFT INSPECTION **Need copy of current tax resale if applicable **All lifts to be inspected same day, additional trips will be extra **Any variance will be extra *11-13-23: Cole H. emailed approval *11-16-23: Inspection completed: No ALI sticker applied both lifts failed *12-4-23: ee reports to Cole, recommend replacing both lifts Labor (1) TWO-POST ABOVE GROUND LIFT 225.00 225.00T Labor (1) FOUR POST LIFT (NO JACKS) 225.00 225.00T **INSP-STICKER EQUIPMENT # STICKER (EA)** 2.00 4.00T LP20313-X ALI OWNERS LITERATURE PACKAGE 2023 60.00 60.00T ENVIR/MISC. ENVIR/MISC 35.00 35.00T *Prices good for 30 days TERMS REP W/O THANK YOU FOR YOUR Subtotal \$549.00 80170788 **BUSINESS PRINT NAME Sales Tax (0.0%)** \$0.00 DATE \$549.00 **SIGNATURE Total**

34105-29-541-44000-00

AGENDA ITEM INFORMATION SHEET

DATE: December 21, 2023

<u>AGENDA ITEM</u> Surplus Property – Direction to Staff for the listing of

the Brooker Workshop and Pizza Hut on GovDeals

<u>DEPARTMENT:</u> County Manager

<u>PURPOSE:</u> The two surplus properties have been listed on

GovDeals since DATE with little interest and no sales. The listing date has been extended to January 11, 2024. Requesting direction for staff regarding

these properties.